



**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**  
**BOARD OF LIBRARY TRUSTEES**

**May 26, 2015**

**REGULAR MEETING – 6:00 PM**

**City Council Study Sessions**

First & Third Tuesdays of each month – 6:00 p.m.

**City Council Meetings**

Special Presentations – 5:30 P.M.

Second & Fourth Tuesdays of each month – 6:00 p.m.

**City Council Closed Session**

*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 Mark Sambito, ADA Coordinator, at 951.413.3120 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Dr. Yxstian A. Gutierrez, Mayor Pro Tem  
Jeffrey J. Giba, Council Member

Jesse L. Molina, Mayor

George E. Price, Council Member  
D. LaDonna Jempson, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**May 26, 2015**

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

**SPECIAL PRESENTATIONS**

1. Proclamation Recognizing National Lupus Awareness Month
  
2. Recognition of Emerging Leaders Council student mayor Kimberly Billingsley Scott
  
3. Recognize 2015 Mayor's Cup Soccer Challenge Champions - Team MoVal
  
4. Recognition of 2015 Riverside County Sheriff's Award Recipients a) Wesley Little, Community Service Medal b) Joseph Bonelli, Community Service Medal c) Ravyn Hrowal, Explorer of the Year d) Lieutenant Eric Hernandez, Manager of the Year e) Deputy Jonathan Bodnar, Deputy of the Year

**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  
AND THE BOARD OF LIBRARY TRUSTEES**

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

**REGULAR MEETING – 6:00 PM  
MAY 26, 2015**

**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 JAMES OWENS, NEW BEGINNINGS FELLOWSHIP**

**ROLL CALL**

**INTRODUCTIONS**

**PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)**

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

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

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

All items listed under the Consent Calendars, Sections A, B, C, and D 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 - MAY 12, 2015 6:00 PM

**Recommendation:** Approve as submitted.

- A.3. CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk)

**Recommendation:**

- 1. Receive and file the Reports on Reimbursable Activities for the period of May 6-19, 2015.

- A.4. ORDINANCE NO. 896, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.55 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AUTHORIZING THE GAME OF REMOTE CALLER BINGO (Received first reading and introduction on May 12, 2015 by a 5-0 Vote) (Report of: City Manager) **Second reading of Ordinance**

**Recommendations: That the City Council:**

- 1. Adopt Ordinance No. 896. An Ordinance of the City Council of the City of Moreno Valley, California, adding Chapter 11.55 to Title 11 of the City of Moreno Valley Municipal Code Authorizing the game of Remote Caller Bingo.

- A.5. PAYMENT REGISTER - MARCH 2015 (Report of: Financial & Management Services)

**Recommendation:**

- 1. Receive and file the Payment Register.

- A.6. AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON SATURDAY, JULY 4, 2015 (Report of: Parks & Community Services)

**Recommendations:**

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2015.
  - a. Frederick Street between Centerpoint Drive and Cactus Avenue;
  - b. TownGate Boulevard between Frederick Street and Heritage Way;
  - c. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
  - d. Brabham Street between Frederick Street and Andretti Street;
  - e. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
  - f. Atlantic Circle east of Frederick Street;
  - g. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
  - h. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
  - i. Bay Avenue between Kristina Court and Courage Street;
  - j. Alessandro Boulevard between Elsworth and Graham Street;
  - k. Brodiaea Avenue at Frederick Street;
  - l. Resource Way between Frederick Street and Corporate Way;
  - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
  - n. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
  - o. Veterans Way between Elsworth and Frederick Boulevard;
  - p. New Hope Drive between Veterans Way and Elsworth;
  - q. Veterans Way between Cactus Avenue and Alessandro Boulevard;
  - r. Goldencrest between Newhope Drive and Veterans Way
2. Authorize the closure of Dracaea Avenue between Morrison Street and Mascot Street, between the hours of 6:00 a.m. and 11:00 p.m., Saturday, July 4, 2015, for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2015.
3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets, and the closure of traffic lanes, in the vicinity of Morrison Park to be directed by the Moreno Valley Police Department.

**A.7. PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC (Report of: Fire Department)**

**Recommendations:**

1. Waive the formal bidding process in accordance with Moreno Valley Municipal Code 3.12.260 for the purchase of (1) 4X2 two-door conventional cab Urban Search and Rescue vehicle utilizing cooperative purchasing or “piggybacking on Riverside County’s bid

awarded to Inland Kenworth Inc.

2. Authorize the purchase of one (1) 4x2 two-door conventional cab Urban Search and Rescue vehicle from Inland Kenworth Inc.
3. Authorize the City Manager, or her designee, to execute a purchase order in the amount of \$112,842 to Inland Kenworth Inc.
4. Authorize an annual expenditure appropriation of \$16,005 for replacement charges.

A.8. APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEE'S ASSOCIATION, THE MORENO VALLEY MANAGEMENT ASSOCIATION AND THE MORENO VALLEY CONFIDENTIAL EMPLOYEE'S ASSOCIATION AND APPROVAL OF REVISED PERSONNEL RULES AND REGULATIONS (Report of: Administrative Services)

**Recommendations:**

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2015 through June 30, 2017.
2. Extend the provisions of these agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.
3. Approve updates to the salary schedule to incorporate revisions as specified in the attached MOUs.
4. Direct the Chief Financial Officer to adjust FY 2015-16 budget appropriations as outlined in this report (projected cost of \$1,142,110 with General Fund impact projected at \$497,065) to reflect the City Council's approval of these Memoranda of Understanding.
5. Adopt the attached Personnel Rules and Regulations as modified to reflect changes in the successor MOUs.

A.9. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.10. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES (Report of: Financial & Management Services)

**Recommendations:**

1. Approve the Agreement for Backflow Testing, Repair and Replacement Services (“Agreement”) with E.R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide services within landscape maintenance districts managed by the City.
2. Authorize the City Manager to execute the Agreement with E.R. Block Plumbing, Inc.
3. Authorize the issuance of purchase orders for fiscal year 2015/16 to E.R. Block Plumbing, Inc. in the not-to-exceed amount of \$67,450.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.11. AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR CYCLE 2 OF THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP) (Report of: Public Works)

**Recommendation:**

1. Authorize submission of grant applications for Cycle 2 of the California ATP.

A.12. REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2015/2016 ANNUAL RATES (Report of: Public Works)

**Recommendations: That the City Council:**

1. Conduct a Public Meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed Fiscal Year 2015/2016 annual rates.

- A.13. RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Community & Economic Development)

**Recommendation:**

1. Adopt Resolution No. 2015-33 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

- A.14. RESOLUTION RECOGNIZING THE COTTONWOOD GOLF CENTER AS THE LOCATION OF THE CITY OF MORENO VALLEY'S FIRST CITY HALL (Report of: Parks & Community Services)

**Recommendation:**

1. Approve Resolution No. 2015-34. A Resolution of the City Council of the City of Moreno Valley, California, recognizing the Cottonwood Golf Center as the location of the City of Moreno Valley's First City Hall.

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

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

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

- B.2. MINUTES - REGULAR MEETING OF MAY 12, 2015 (See A.2)

**Recommendation:** Approve as submitted.

- B.3. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN FISCAL YEAR 2015/16 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (Report of: Financial & Management Services)

**Recommendations:**

1. Adopt Resolution No. CSD 2015-10. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2015-11. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2015/16 Assessment Against Real Property in Moreno Valley



Community Services District Landscape Maintenance District No. 2014-02.

3. Adopt Resolution No. CSD 2015-12. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

**B.4. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN FISCAL YEAR 2015/16 FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (Report of: Financial & Management Services)**

**Recommendations:**

1. Adopt Resolution No. CSD 2015-13. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2015-14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2015-15. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

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

- C.2. MINUTES - REGULAR MEETING OF MAY 12, 2015 (See A.2)

**Recommendation:** Approve as submitted.

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

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

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

- D.2. MINUTES - REGULAR MEETING OF MAY 12, 2015 (See A.2)

**Recommendation:** Approve as submitted.

## **E. 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 Bailiff.

- E.1. PUBLIC HEARING AND ADOPTION OF THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PLAN (Report of: Public Works)

**Recommendations: That the City Council, the Housing Authority, and the Community Services District:**

1. Conduct a public hearing and accept public comments for consideration of the adoption of the Fiscal Year (FY) 2015-2016 Capital Improvement Plan.

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2015-35. A Resolution of the City Council of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2015-2016.

**Recommendations: That the Housing Authority:**

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority of the City of Moreno Valley, adopt Resolution No. HA 2015-01. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2015-2016.

**Recommendations: That the Community Services District:**

1. Acting in its capacity as the President and the Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2015-16. A Resolution of the Community Services District of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2015-2016.

**F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION**

**G. REPORTS**

- G.1. EASTERN MUNICIPAL WATER DISTRICT WATER ISSUES UPDATE (ORAL PRESENTATION) (Report of: City Manager)
  
- G.2. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
  - a) March Joint Powers Commission (JPC)
  - b) Riverside County Habitat Conservation Agency (RCHCA)
  - c) Riverside County Transportation Commission (RCTC)
  - d) Riverside Transit Agency (RTA)
  - e) Western Riverside Council of Governments (WRCOG)
  - f) Western Riverside County Regional Conservation Authority (RCA)
  - g) School District/City Joint Task Force
  
- G.3. ANNUAL REPORT OF THE SENIOR CITIZENS' BOARD (ORAL PRESENTATION)
  
- G.4. APPOINTMENTS TO THE EMERGING LEADERS COUNCIL (ELC) (Report of: City Clerk)

**Recommendations: That the City Council:**

- 1. Appoint those applicants as recommended by Mayor Jesse L. Molina and Mayor Pro Tem Dr. Yxstian A. Gutierrez: Paulina Lizarraga, Gisselle Tapia, Ranya Kamil, Nicholas Harley Quintero and Deena Kamel with terms expiring May 31, 2017. Appoint Benjamin Ochoa to fill the alternate's opening, term expiring in two years.
  
- 2. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant.

- G.5. AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Approve a 3-year agreement with two option years with either Vasquez & Company or The Pun Group for Professional Auditing Services in an amount not to exceed the amount included in the proposal; and
2. Authorize and direct the City Manager to sign the agreement with the selected professional auditing firm on behalf of the City and its related entities, subject to approval of the City Attorney.

G.6. THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2014/15 (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Receive and file the third quarter budget summary.
2. Adopt Resolution No. 2015-36. A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating Budgets for Fiscal Year 2014/15.
3. Approve the amendments to the Position Control Roster. Specific positions are discussed within this staff report.
4. Approve the Management Aide job classification.

**Recommendations: That the Housing Authority:**

1. Acting in its capacity as the Chairman and Commissioners of the Moreno Valley Housing Authority, adopt Resolution No. HA 2015-02. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2014/15.

G.7. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works)

**Recommendations: That the City Council:**

1. Approve Resolution No. 2015-37. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility.
2. Approve the Economic Development Rate Program as a permanent program.

- G.8. REFUND OF APPEAL FEES - COTTONWOOD RESIDENTIAL PROJECT (PA14-0032 & PA14-0033) (Report of: Community Development)

**Recommendation: That the City Council:**

1. Deny the request for the additional refund of fees paid by appellants on an appeal filed on January 20, 2015 of prior January 8, 2015 City Planning Commission decisions on PA14-0032 and PA14-0033.

- G.9. TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS) POLICY 3.20 REVISION (Report of: City Clerk)

**Recommendation: That the City Council:**

1. Provide staff direction on revisions to the policy.

- G.10. CONSIDER A POTENTIAL FIRST REVISION TO GENERAL MANAGEMENT POLICY #2.44 ON ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED "OFFICIAL CITY GROUPS" AND THE ANNUAL SPONSORSHIP OF THE MORENO VALLEY CULTURAL ARTS FOUNDATION (Report of: Parks & Community Services)

**Recommendations: That the City Council:**

1. Respectfully decline a request from the Moreno Valley Cultural Arts Foundation (MVCAF) for a \$5,000 sponsorship via a Fiscal Year 2014/2015 budget appropriation from the Community Services District Zone A fund balance.
2. Should the Council wish to provide sponsorship funding to the MVCAF, consider a potential first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," to add a second option for "Official City Groups" designation.
3. Should the Council wish to provide sponsorship funding to the MVCAF, consider whether to designate the Moreno Valley Cultural Arts Foundation as an Official City Group under the second option for the Vanguard Art Gallery.

The Parks and Recreation Commission, after reviewing this item at a Special Meeting on April 23, 2015, recommends that the City Council not approve the proposed revision to General Management Policy #2.44, which negates any related actions.

*Staff recommends approval of Recommendation #1.*

G.11. CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.12. CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

## **H. LEGISLATIVE ACTIONS**

**H.1. ORDINANCES - 1ST READING AND INTRODUCTION - NONE**

**H.2. ORDINANCES - 2ND READING AND ADOPTION - NONE**

**H.3. ORDINANCES - URGENCY ORDINANCES - NONE**

**H.4. RESOLUTIONS - NONE**

## **CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

## **ADJOURNMENT**

**CERTIFICATION**

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following 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:

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
May 12, 2015**

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

**SPECIAL PRESENTATIONS**

1. Proclamation Recognizing Mental Health Month - May 2015
  
2. Proclamation Recognizing National Public Works Week, May 17 – 23, 2015 -  
Public Works: Community Begins Here
  
3. Proclamation Recognizing the West Coast Thunder XVI Annual Memorial Day  
Bike Run
  
4. Business Spotlight a) Marcellini's Martial Arts Academy b) Jose's Mexican  
Food



**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  
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM  
May 12, 2015**

**CALL TO ORDER**

The 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 and the Board of Library Trustees was called to order at 6:15 p.m. by Mayor Jesse L. Molina in the Council Chamber located at 14177 Frederick Street.

\*Mayor Jesse L. Molina announced that the City Council receives a separate stipend for CSD meetings.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Jeffrey J. Giba

**INVOCATION**

Captain Julius Murphy, The Salvation Army Moreno Valley Corps

**ROLL CALL**

Council:	Jesse L. Molina	Mayor
	Dr. Yxstian A. Gutierrez	Mayor Pro Tem
	Jeffrey J. Giba	Council Member
	D. LaDonna Jempson	Council Member
	George E. Price	Council Member

**INTRODUCTIONS**

Staff:	Michelle Dawson	City Manager
	John Cotti	Interim City Attorney
	Jane Halstead	City Clerk
	Tom DeSantis	Assistant City Manager
	Abdul Ahmad	Fire Chief

Minutes Acceptance: Minutes of May 12, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Ahmad Ansari	Public Works Director/City Engineer
Joel Ontiveros	Police Chief
Chris Paxton	Administrative Services Director
Richard Teichert	Chief Financial Officer/City Treasurer
Marshall Eyerman	Financial Resources Manager
Betsy Adams	Parks & Community Services Director
Mike Lee	Community & Economic Development Dir.
Kathy Gross	Executive Assistant

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

Mayor Jesse L. Molina announced that there will be 45 minutes of public comments not on the agenda. The remaining public comments will be heard prior to the City Council Reports and Closing Comments. In the event that the agenda item for such public comments has not been called by 9:00 p.m., it shall be called as the next item of business following the conclusion of any item being heard at 9:00 p.m.

### Albert Guzman

1. Southwest Veterans' Business Resource Center Business Summit

### Stephen Li

1. LED street lights installation program with Solar Max and the Southwest Veterans' Business Resource Center

### Donovan Saadiq

1. Allocation of city funds are not sufficient in his neighborhood
2. Spoke in opposition of the WLC
3. Memorial Parks
4. Business Initiative
5. Ethics Committee

### Kathleen Dale

1. Public notice and disclosure
2. Missing documentation in the EIR Report for the WLC

### Robert Harris

1. World Logistics Center
2. Housing to job ratio in Moreno Valley

### Vivian Moreno

1. Attendance at the City Council meeting
2. Discussion about a Forensic Audit
3. Public Records request regarding Sexual Harassment cases

### Tom Jerele, Sr.

1. Thanked City Council for the alternate Planning Commissioners

2. Thanked the City with continuing the Business Spotlight Program

Susan Lansang

- 1. Support in support of Highland Fairview

Conrad Lansang

- 1. Support the World Logistic Center

Marisa Gonzalez

- 1. Concerns with trash volume
- 2. Concern with the youth in Moreno Valley
- 3. World Logistics Center

Aureliano Jacobo

- 1. Spoke in support of the World Logistic Center

Scott Heveran

- 1. In support of the Ethics Committee
- 2. Forensic Audit

Christopher Baca

- 1. Allocation of funds to nonprofit organizations by the city.
- 2. In support of the Forensic Audit
- 3. Censorship of wrongdoings

Chef Basil Kimbrew

- 1. May 25th event to feed Veterans' and thanked the city and volunteers
- 2. Spoke about jobs for Veterans'

Louise Palomarez

- 1. Jobs in Moreno Valley
- 2. District Representation

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

Mayor Jesse L. Molina opened the agenda items for Consent Calendar for Public Comments, which was received from Kathleen Dale (A.13).

Motion to approve Joint Consent Calendar Items A.1 through D.2, with the exception of A.4, which was removed for separate action.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Council Member
<b>SECONDER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

Minutes Acceptance: Minutes of May 12, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

**A. CONSENT CALENDAR-CITY COUNCIL**

## A.1. ORDINANCES - READING BY TITLE ONLY

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

## A.2. MINUTES - City Council - Regular Meeting - Apr 28, 2015 6:00 PM

**Recommendation:** Approve as submitted.

## A.3. CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk)

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of April 22 - May 5, 2015.

## A.4. This item has been moved to F.

## A.5. MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM FISCAL YEAR 2015/2016 UPDATES (Report of: Public Works)

**Recommendation:**

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program Fiscal Year 2015/2016 updates.

## A.6. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH NATIONWIDE COST RECOVERY SERVICES (Report of: Community &amp; Economic Development)

**Recommendations:**

1. Approve professional services agreement with Nationwide Cost Recovery Services of Diamond Bar, California, to provide implementation and administration of the Registration of Residential Property in Foreclosure Program.
2. Authorize the City Manager to execute the agreement with Nationwide Cost Recovery Services.

## A.7. AUTHORIZE EXECUTION OF QUITCLAIM DEED TRANSFERRING THE CITY'S TITLE INTEREST IN THE STORM DRAIN EASEMENT FOR A PORTION OF MORENO MDP LINE G TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (Report of: Public Works)

**Recommendations:**

1. Authorize the Mayor to execute the Quitclaim Deed transferring all right,

title and interest in and to the storm drain easement for a portion of Moreno Master Drainage Plan (MDP) Line G to the Riverside County Flood Control and Water Conservation District (District) per Easement Deed.

2. Direct the City Clerk to forward the executed Quitclaim Deed to the District for further processing and recordation.

- A.8. PA04-0215 (TRACT 33256) – ACCEPT SUBSTITUTION AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS FOR SINGLE FAMILY RESIDENTIAL PROJECT LOCATED SOUTH OF STATE ROUTE 60 ON THE NORTH SIDE OF FIR AVENUE, BETWEEN NASON STREET AND MORRISON STREET - DEVELOPER - CTHT HOMES, LLC 1000 DOVE ST., SUITE 100 NEWPORT BEACH, CA 92660 (Report of: Public Works)

**Recommendations:**

1. Accept the substitution Agreement for Public Improvements and security for project PA04-0215 (TR 33256) with CTHT Homes LLC.
  2. Authorize the Mayor to execute the Agreement, subject to City Attorney approval.
  3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
  4. Authorize the City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by Valley Oak, LP, upon acceptance of the substitution agreement and securities.
  5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
- A.9. APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH CHARLES ABBOTT ASSOCIATES, INC. FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT SERVICES (Report of: Public Works)

**Recommendations:**

1. Approve the First Amendment to Agreement for Professional Consultant Services with Charles Abbott Associates, Inc., to increase the time dedicated to continue to provide the National Pollutant Discharge Elimination System (NPDES) inspection and on-call NPDES administrative services to the Storm Water Management Program.
2. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with Charles Abbott Associates, Inc., subject to the approval of the City Attorney.

3. Authorize an increase in the Purchase Order with Charles Abbott Associates, Inc., in the amount of \$80,096.97 for Fund 2008-70-29-20450, and authorize the Chief Financial Officer to approve subsequent purchase orders in an amount not to exceed \$337,880.40 annually, to Charles Abbott Associates, Inc. in accordance with the approved terms of the Amendment to the Agreement.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney and the approved budget by City Council.

A.10. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO MAMCO, INC. DBA ALABBASI FOR EAST SUNNYMEAD BOULEVARD STORM DRAIN, PROJECT NO. 804 0006 70 77 (Report of: Public Works)

**Recommendations:**

1. Award the construction contract to Mamco, Inc. dba Alabbasi, 764 W. Ramona Expressway, Suite C, Perris, CA 92571 the lowest responsible bidder, for the East Sunnymead Boulevard Storm Drain project.
2. Authorize the City Manager to execute a contract with Mamco, Inc. dba Alabbasi.
3. Authorize the issuance of a Purchase Order to Mamco, Inc. dba Alabbasi, for the amount of \$977,680.00 (\$888,800.00 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Mamco, Inc. dba Alabbasi up to, but not exceeding, the 10% contingency amount of \$88,880.00, subject to the approval of the City Attorney.
5. Authorize a revenue appropriation of \$88,000.00 per the Reimbursement Agreement with the Eastern Municipal Water District (EMWD) for waterline facilities relocation work.
6. Authorize the Chief Financial Officer to appropriate \$88,000.00 as revenue and \$88,000.00 as expense in the Public Works General Capital Projects Fund (3002) for the relocation of EMWD water facilities.

A.11. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.12. PA04-0108 (TRACT 32515) - APPROVE GRANT OF EASEMENT FROM THE CITY OF MORENO VALLEY TO EASTERN MUNICIPAL WATER DISTRICT LOCATED AT PIGEON PASS ROAD, NORTH OF OLD LAKE

DRIVE - DEVELOPER - MPLC PIGEON PASS, LP (Report of: Public Works)

**Recommendations:**

1. Approve the Grant of Easement, located on the west side of Pigeon Pass Road, north of Old Lake Drive, by and between The City of Moreno Valley and Eastern Municipal Water District.
2. Authorize the City Manager to execute the Grant of Easement with Eastern Municipal Water District.
3. Authorize the City Clerk to transmit the executed Grant of Easement to the Riverside County Recorder's Office for recordation.

- A.13. ORDINANCE NO. 894. AN ORDINANCE OF THE CITY OF MORENO VALLEY, MORENO VALLEY, CALIFORNIA, THEREBY APPROVING THE MUNICIPAL CODE AMENDMENT, CREATING A NEW SECTION OF CHAPTER 9.14 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, ESTABLISHING STANDARDS AND CRITERIA FOR FINANCE AND CONVEYANCE MAPS (Received introduction and first reading on 4/28/2015 by a 5-0 vote) (Report of: Community & Economic Development)

**Recommendations:**

1. Adopt Ordinance No. 894. An Ordinance of the City of Moreno Valley, Moreno Valley, California, thereby approving the Municipal Code Amendment, creating a new section of Chapter 9.14 of the City of Moreno Valley Municipal Code, establishing standards and criteria for finance and conveyance maps

- A.14. ORDINANCE NO. 895. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA ADDING SECTION 10.02.105 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE MANDATORY MICROCHIPPING OF DOGS AND CATS. (Report of: Administrative Services)

**Recommendations:**

1. Adopt Ordinance No. 895. An Ordinance of the City Council of the City of Moreno Valley, adding Section 10.02.105 of the City of Moreno Valley Municipal Code to require microchipping of dogs and cats.

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

- B.1. ORDINANCES - READING BY TITLE ONLY

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

- B.2. MINUTES - REGULAR MEETING OF APRIL 28, 2015 (SEE A.2)

**Recommendation:** Approve as submitted.

- B.3. ADOPT RESOLUTION APPROVING THE TRANSFER OF REAL PROPERTY LOCATED AT THE FORMER MARCH AIR RESERVE BASE (Report of: Parks & Community Services)

**Recommendations:**

1. Adopt Resolution CSD No. 2015-08. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Transfer of Real Property Located at the Former March Air Reserve Base.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

- C.1. ORDINANCES - READING BY TITLE ONLY

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

- C.2. MINUTES - REGULAR MEETING OF APRIL 28, 2015 (SEE A.2)

**Recommendation:** Approve as submitted.

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

- D.1. ORDINANCES - READING BY TITLE ONLY

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

- D.2. MINUTES - REGULAR MEETING OF APRIL 28, 2015 (SEE A.2)

**Recommendation:** Approve as submitted.

**E. PUBLIC HEARINGS**

- E.1. PUBLIC HEARING TO DISCUSS THE MAIL BALLOT PROCEEDING TO ANNEX RESIDENTIAL HOUSING TRACT 27251 (SOUTH OF FIR AVENUE, EAST OF MORRISON STREET, AND NORTH OF EUCALYPTUS AVENUE) AS ZONE 09 TO MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT 2014-02 (Report of: Financial & Management Services)

President Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

**Recommendations: That the CSD:**

1. Conduct the Public Hearing and accept public testimony regarding the annexation of residential housing Tract 27251 (south of Fir Avenue, east of Morrison Street, and north of Eucalyptus Avenue) as Zone 09 to Moreno Valley Community Services District Landscape Maintenance



District 2014-02.

- 2. Direct the City Clerk to tabulate the assessment mail ballots returned in connection with the annexation proceedings.

Motion to Approve Staff's Recommendation No. 2

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	George E. Price, Council Member
<b>SECONDER:</b>	Jeffrey J. Giba, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

- 3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet.

The Secretary announced the results as follows:

Residential Housing Tract 27251; Total Number of valid ballots: 112; "Yes" votes - 100; "No" votes - 12; Invalid -0-, Passed

- 4. Receive and file the Official Tally Sheet with the City Clerk's office.
- 5. Unless a majority of the returned weighted ballots oppose the annexation and proposed assessment, adopt Resolution No. CSD 2015-09. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, to Order the Annexation of Zone 09 to the Moreno Valley Community Services District Landscape Maintenance District 2014-02, to Authorize an Annual Assessment in Connection with Said Annexation and to Levy an Assessment in Fiscal Year 2015/16 Against Real Property in that Zone.
- 6. If approved, approve the Fiscal Year 2015/16 budget for Zone 09 of Landscape Maintenance District 2014-02 as requested within the staff report.

Motion to Approve Staff's Recommendation Nos. 3, 4, 5 & 6.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Council Member
<b>SECONDER:</b>	George E. Price, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

E.2. PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAIL BALLOT PRO (Report of: Financial & Management Services)

Mayor Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

**Recommendations: That the City Council:**

- 1. Conduct the Public Hearing and accept public testimony regarding the

Minutes Acceptance: Minutes of May 12, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

mail ballot proceeding for Ross Dress for Less, Inc. (parking lot expansion - southwest corner of Globe St. and Kitching St.) for approval of the NPDES maximum commercial/industrial regulatory rate to be applied to the property tax bill.

- 2. Direct the City Clerk to count the returned NPDES ballot.

Motion to Approve Staff’s Recommendation No. 2

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Council Member
<b>SECONDER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

- 3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet.

The Secretary announced the results as follows:

APN 312-270-038 (NPDES), “Yes” vote - 1; Passed

- 4. Receive and file the Official Tally Sheet with the City Clerk’s office.
5. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessor’s Parcel Number 312-270-038.

Motion to Approve Staff’s Recommendation Nos. 3, 4 & 5.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	George E. Price, Council Member
<b>SECONDER:</b>	Jeffrey J. Giba, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

E.3. PUBLIC HEARING TO ADOPT THE 2015/16 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

Mayor Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendations: That the City Council:

- 1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs to allow the public an opportunity to comment on the proposed 2015/16 Annual Action Plan.
2. Approve the Annual Action Plan (2015/16) as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME and ESG program as discussed and modified by City Council.

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3. Approve the revenue and expense budget appropriation for CDBG Entitlement funds in the amount of \$2,280,484 for the 2015/16 CDBG program activities.
4. Approve the revenue and expense budget appropriation for HOME Entitlement funds in the amount of \$516,846 for the 2015/16 HOME program activities.
5. Approve the revenue and expense budget appropriation for ESG Entitlement funds in the amount of \$175,624 for the 2015/16 ESG program activities.
6. Authorize the City Manager to execute the 2015/16 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds, as discussed and modified by City Council and in accordance with the approved Annual Action Plan.

Motion to Approve Alternative #2.

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson
<b>NAYS:</b>	Price

Motion to Approve Staff's Recommendation Nos. 2, 4, 5, & 6.

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	Jeffery J. Giba, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson
<b>NAYS:</b>	Price

Motion to Approve Staff's Recommendation No. 3, as amended.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	Jeffrey J. Giba, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

## F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

- F.1. REPEALING AND REVISING RESOLUTION NO. 2014-30, MODIFYING THE EMERGING LEADERS COUNCIL (Report of: City Manager)

Mayor Jesse L. Molina opened the agenda item for public comments, which was received from Louise Palomarez.

**Recommendation:**

1. Adopt Resolution No. 2015-31. A Resolution of the City Council of the City of Moreno Valley, California, Modifying the Existing Provisions Governing the Emerging Leaders Council and repealing Resolution No. 2014-30.

Motion to approve Resolution No. 2015-31, as amended to include verbiage of two times per year, once in October and once in March to verify enrollment as part of the eligibility.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	D. LaDonna Jempson, Council Member
<b>SECONDER:</b>	George E. Price, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

**G. REPORTS**

- G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

- G1.1 March Joint Powers Commission (MJPC)

No report

- G1.2 Riverside County Habitat Conservation Agency (RCHCA)

No report

- G1.3 Riverside County Transportation Commission (RCTC)

Mayor Jesse L. Molina reported the construction of the new Metrolink Perris Valley Line (PVL) is underway. This \$248 million project is led by the RCTC and is the first extension of Metrolink service since 1994. The new route will be approximately twenty-four miles from downtown Riverside station to south Perris and will include four new stations. The new route is projected to carry 4,350 riders on weekdays and is expected to be open to riders by late 2015.

- G1.4 Riverside Transit Agency (RTA)

No report

- G1.5 Western Riverside Council of Governments (WRCOG)

Council Member Jeffrey J. Giba gave an update on the TUMF Program saying they are in the process of revising the Nexus Study. The study is anticipated to be completed in draft form by early summer 2015. He also reported on the HERO Program which continues to provide options to

Western Riverside residents to finance energy efficiency and water conservation improvements to homes and businesses.

Council Member Jeffrey J. Giba spoke about WRCOG's "CAPtivate Western Riverside County" Program which looks at their sustainability framework and how WRCOG can improve health outcomes and promote a healthy community. He reported the Executive Commission is in support of AB 1455, which would authorize the City of Ontario to issue revenue bonds for the purpose of financing the acquisition of Ontario Airport from the City of Los Angeles.

G1.6 Western Riverside County Regional Conservation Authority (RCA)

City Council Member D. La Donna Jempson reported on the meeting that was held on May 4, 2015. Resolution No. 2015-005 was adopted, which was a Resolution of the Board of Directors adopting the Fiscal Year 2016 Operating and Capital Budget.

G1.7 School District/City Joint Task Force

The next meeting to be held on May 21, 2015.

G.2. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works)

Mayor Jesse L. Molina opened the item for public comments; there being none, public comments were closed.

**Recommendations: That the City Council:**

1. Approve Resolution No. 2015-32. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility.
2. Approve the Economic Development Rate Program as a permanent program.
3. Approve adjusting Moreno Valley Utility rates two times per year to provide rate stability to its customers.

Motion to Approve Staff's Recommendation Nos. 1 & 3 only.

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	George E. Price, Council Member
<b>AYES:</b>	Gutierrez, Giba, Jempson, Price
<b>NAYS:</b>	Molina

G.3. ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR CYCLE 1 ACTIVE TRANSPORTATION PROGRAM CITYWIDE SAFE ROUTES TO SCHOOL

Minutes Acceptance: Minutes of May 12, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

PEDESTRIAN FACILITY IMPROVEMENTS PROJECT NO. 801 0063  
(Report of: Public Works)

Mayor Jesse L. Molina opened the item for public comments; there being none, public comments were closed.

**Recommendation:**

1. Approve Resolution No. 2015-24. A Resolution of the City Council of the City of Moreno Valley, California, adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Cycle 1 Active Transportation Program Citywide Safe Routes to School Pedestrian Facility Improvements Project No. 801 0063.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Council Member
<b>SECONDER:</b>	Jesse L. Molina, Mayor
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

- G.4. PROPOSED TWO-YEAR BUDGET FOR FISCAL YEARS 2015/16 AND 2016/17 (Report of: Financial & Management Services)

Mayor Jesse L. Molina opened the item for public comments, which were received from Roy Bleckert and Louise Palomarez.

**Recommendations: That the City Council:**

This item will be continued to the next City Council Study Session meeting on May 19, 2015 at 6:00 p.m.

<b>RESULT:</b>	<b>CONTINUED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	Jeffrey J. Giba, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

- G.5. CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

No report

- G.6. CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

No report

## H. LEGISLATIVE ACTIONS

### H.1. ORDINANCES - 1ST READING AND INTRODUCTION

Mayor Jesse L. Molina opened the item for public comments; there being none, public comments were closed.

H.1.1. ORDINANCE NO. 896, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.55 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AUTHORIZING THE GAME OF REMOTE CALLER BINGO (Report of: City Manager)

**Recommendations: That the City Council:**

1. Introduce Ordinance No. 896. An Ordinance of the City Council of the City of Moreno Valley, California, adding Chapter 11.55 to Title 11 of the City of Moreno Valley Municipal Code Authorizing the game of Remote Caller Bingo.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

City Council Member Jeffrey J. Giba

1. Responded to Mr. Saadiq public comments regarding plaque's and CDBG grants.
2. Responded to Ms. Dale public comments regarding agreements.
3. Commented that the City Council does care about the budget and City.
4. Attended the SCAG General Conference meeting.
5. Attended the Riverside County division of League of CA Cities meeting.
6. Invited the public to attend the Moreno Valley Wind Symphony Concert.

City Council Member George E. Price

1. Coffee with a Council Member he hosted.
2. Attended Student of the Year Dinner.
3. Physics program at Val Verde High School.
4. March Inland Terminal dedication and the restaurant located inside.
5. Announced Captain Julius Murphy will be leaving the Salvation Army in Moreno Valley on June 21 and will be relocating to Oceanside.
6. Expressed concern with the delivery of the public comments made tonight.

City Council Member D. La Donna Jempson

1. Made a motion to include in the study session of the City Council Appointment Process to verify the eligibility of residency for all City Council appointments to Board and Commission. This motion was seconded by Mayor Pro Tem Dr. Yxstian A. Gutierrez.

2. Invited the public to attend an event she will be hosting on May 21 at the Edgemont Women's Center. In addition, she will be having a similar event at the Towngate Center on June 28.
3. Responded to Mr. Baca's public comments.

Mayor Pro Tem Dr. Yxstian A. Gutierrez

1. Excited the funding was passed for the MoVan for Seniors.
2. Having a meet and greet event May 28.
3. Would like to have several questions he had on the budget to be addressed by city staff.
4. Requested staff creates a community resource list which will display the CDBG grant requests.
5. Educating the grantees for the reimbursement process on CDBG grants.
6. Proud to see the ELC Youth Council was expanded.

Mayor Jesse L. Molina

1. Attended the March Inland Terminal ribbon cutting ceremony.
2. Attended the Student of the Year event.
3. Riverside County Board of Supervisors meeting he attended.

## ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:22 p.m. by unanimous informal consent.

Submitted by:

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Jane Halstead, City Clerk, CMC  
 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

Approved by:

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Mayor Jesse L. Molina  
 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





### Report to City Council

**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** May 26, 2015

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

### RECOMMENDED ACTION

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of May 6-19, 2015.

<i>Reports on Reimbursable Activities</i>			
May 6-19, 2015			
Council Member	Date	Meeting	Cost
Jeffrey J. Giba	5/7/15	Southern California Association of Governments (SCAG) General Assembly	\$106.50
	5/11/15	League of California Cities Riverside County Division General Membership Meeting	\$40.00
	5/15/15	Jamil Dada Character Counts Excellence Youth Awards	\$125.00
Dr. Yxstian A. Gutierrez	5/8/15	Student of the Year	\$25.00
	5/11/15	League of California Cities Riverside County Division General Membership Meeting	\$40.00
D. LaDonna Jempson	5/15/15	Jamil Dada Character Counts Excellence Youth Awards	\$125.00
Jesse L. Molina	5/8/15	Student of the Year	\$25.00

George E. Price	5/8/15	Student of the Year	\$25.00
	5/15/15	Jamil Dada Character Counts Excellence Youth Awards	\$125.00

**NOTIFICATION**

Publication of Agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Cindy Miller  
Executive Assistant to the Mayor/City Council

Department Head Approval:  
Jane Halstead  
City Clerk

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Thomas M. DeSantis, Assistant City Manager

**AGENDA DATE:** May 26, 2015

**TITLE:** ORDINANCE NO. 896, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.55 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AUTHORIZING THE GAME OF REMOTE CALLER BINGO (RECEIVED FIRST READING AND INTRODUCTION ON MAY 12, 2015 BY A 5-0 VOTE)

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Adopt Ordinance No. 896. An Ordinance of the City Council of the City of Moreno Valley, California, adding Chapter 11.55 to Title 11 of the City of Moreno Valley Municipal Code Authorizing the game of Remote Caller Bingo.

### **SUMMARY**

The Moreno Valley Elks Lodge, part of a nationwide network of community based organizations, submitted a request for consideration of a local ordinance enabling local non-profits to engage in charitable fund raising through "Remote Caller Bingo" (RCB).

The current Municipal Code does not allow for RCB games. The proposed ordinance would amend the Municipal Code by authorizing and regulating the operation of RCB within the City of Moreno Valley.

State law allows cities and counties to determine whether traditional bingo and RCB are permitted within the jurisdiction of the appropriate agency. Section 11.50 of the Municipal Code currently allows for traditional bingo within Moreno Valley, but it does not address RCB.

Proponents of RCB believe that it has the potential to revive interest in bingo and raise

funds for community service. By allowing charities to combine their games and offer larger prizes, RCB has the potential to appeal to more players and generate more revenues for community needs.

## **DISCUSSION**

In 2008, Senate Bill No. 1369 established the Remote Caller Bingo Act (Penal Code Sections 326.3 and 326.4). The Remote Caller Bingo Act authorizes cities and counties to allow RCB games to be conducted by a specific type of non-profit and charitable organization. RCB games are defined as a game of bingo in which the numbers or symbols on randomly drawn plastic balls are announced by a person present at the site at which the live game is conducted. The organization conducting the game uses audio and video technology to link any of its in-state facilities for the purpose of transmitting the remote calling of a live bingo game from a single location to multiple locations owned, leased or rented by the organization.

The key provisions included in the City's Municipal Code are to require the interested non-profit organizations acknowledge the requirements to comply with Penal Code § 326.3 and 326.4, relating to licensing requirements for RCB. This statute imposes a series of regulations on RCB operators, including special licensing requirements and oversight by the California Gambling Control Commission.

There is also a limit on the number of RCB games played. A licensee may not conduct RCB games on more than two days during any week, except that a licensee may hold an additional game, at its election, in each calendar quarter.

During the course of reviewing the law, it was noted that the RCB prizes awarded shall not exceed 37 percent of the gross receipts for that game, paid by check only. Legislature has also granted an increase in the traditional bingo prize limits from \$250 to \$500.

Lastly, the Legislature has established an automatic repeal date of Section 326.3 of the California Penal Code on January 1, 2017. Unless a later enacted statute becomes operative before its expiration, this ordinance will no longer be valid and will expire with the scheduled repeal date of the penal code.

The Public Safety Sub-Committee considered this issue at several meetings and was presented with the draft Ordinance on March 25, 2015. The proposed Ordinance is forwarded for the Council's consideration with the Sub-Committee's recommendation for approval.

## **ALTERNATIVES**

1. Approve and adopt the proposed Ordinance. This alternative is recommended by staff. Approval will authorize non-profit organizations to engage in remote caller bingo within the City of Moreno Valley.

- 2. Do not approve and adopt the proposed Ordinance, prohibiting the game of remote caller bingo within the City of Moreno Valley.

**FISCAL IMPACT**

There are no fiscal impacts projected with the approval of this ordinance.

**NOTIFICATION**

The Elk’s Lodge was notified regarding the creation of this ordinance.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Felicia London  
Management Analyst

Department Head Approval:  
Thomas M. DeSantis  
Assistant City Manager

Concurred By:  
Joel Ontiveros  
Police Chief

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. Proposed Ordinance

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/06/15 3:24 PM
City Attorney Approval	<u>✓ Approved</u>	5/06/15 4:17 PM
City Manager Approval	<u>✓ Approved</u>	5/07/15 1:25 PM

**HISTORY:**

05/12/15	City Council	FIRST READING OF ORDINANCE
Next: 05/26/15		

## ORDINANCE NO. 896

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.55 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AUTHORIZING THE GAME OF REMOTE CALLER BINGO

The City Council of the City of Moreno Valley does ordain as follows:

**SECTION 1.**

That new Chapter 11.55 is hereby, added to Title 11 of the Moreno Valley Municipal Code as follows:

**Definitions.**

Whenever the following terms are used in this chapter, they shall have the meanings ascribed to them in this section:

"Remote Caller Bingo" means a game of bingo in which the numbers or symbols on randomly drawn plastic balls are announced by a live person present at the site at which the live game is conducted, and the organization conducting the game uses audio and video technology to link any of its in-state facilities for the purpose of transmitting the remote calling of a live bingo game from a single location to multiple locations owned, leased, or rented by that organization

"Qualified organization" means a mobile home park association, a senior citizens organization, a charitable organization affiliated with a school district or other organization exempted from the payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701k, 23701l, or 23701w of the Revenue and Taxation Code.

**Authority.**

This chapter is adopted pursuant to Section 19 of Article IV of the California Constitution, as implemented by Sections 326.3 and 326.4 of the Penal Code.

**Licensed Required.**

Remote caller bingo may be lawfully played in the City of Moreno Valley pursuant to the provisions of Sections 326.3 and 326.4 of the Penal Code, and this chapter, and not otherwise.

**Application.**

Application for a remote caller bingo license or renewal thereof will be obtained from the City of Moreno Valley and reviewed by the Moreno Valley Police department. All applications and renewals will be signed under penalty of perjury. Applications or renewals thereof will be filed with the Moreno Valley police department:

A. Not less than thirty (30) days prior to the proposed date of startup of the remote caller bingo activity, which shall include:

1. The legal name of the organization and the address of record of the agent upon whom legal notice may be served.
2. The locations of the caller and remote players, whether the property is owned by the organization or donated, and if donated, by whom.
3. The name of the licensed caller and site manager.
4. The names of the administrative, managerial, technical, financial, and security personnel employed.
5. The name of the vendor and any person or entity maintaining the equipment used to operate and transmit game.
6. The name of the person designated to having a fiduciary responsibility for the game pursuant to the California Penal Code Section 326.4 paragraph 2 of subdivision k.
7. The license numbers of all persons specified in paragraphs (1) to (6), inclusive who are required to be licensed.
8. A hard copy of the local ordinance for any city, county, or city and county in which the game will be played;

B. Not later than thirty (30) days after obtaining written verification from the building and safety department that building standards have been met, that there is improved access to the premises where bingo is to be conducted, and that such premises contains off-street vehicle parking facilities on the basis of not less than one parking space for each two seats of bingo. One seat is defined as an area of seven and one-half (7 1/2) square feet;

C. Applications will not be approved unless the applicant is a qualified organization as indicated in Section 1, owns or leases the property or has property whose use has been donated to it, and the property has been used by the applicant for the purposes for which it is organized for at least twelve (12) months immediately preceding the filing of the application. If applicant currently possesses a valid bingo license issued by the sheriff of Riverside County or by any police chief in Riverside County, and has possessed same for at least twelve (12) months prior to filing an application with the city, the Moreno Valley police department may waive the twelve (12) month requirement of the above provision.

#### **Term of license and fees.**

A. The term of a remote caller bingo license is valid through the end of the calendar year, at which time the license shall expire. A new or renewal license may be obtained upon filing a new application and payment of the license fee.

B. The fee for a remote caller bingo license or renewal thereof, shall be fifty dollars (\$50.00) and shall accompany the filing of each application. Should an application for bingo or renewal thereof be denied, one-half (1/2) of the fee shall be refunded.

#### **Application Investigation.**

A. Upon receipt of the fee and application for a remote caller bingo license, the Moreno Valley police department will investigate the character of the applicant as well as the truth of the matters set forth in the application. The Moreno Valley Police Department may inspect the premises that are being used to conduct the game of remote caller bingo as indicated in the application.

B. The Moreno Valley Police Department will make inquiries to any office or department of the city, the county of Riverside, and to any state of California or federal agency it deems essential to carry out a proper investigation of the applicant or the organization.

C. The Moreno Valley Police Department will issue the remote caller bingo license upon approval of the application or renewal thereof.

#### **Application Denial.**

The Moreno Valley Police Department may deny an application for a remote caller bingo license if it finds that:

A. The organization does not fulfill the specific requirements for a license as set forth in this chapter;

B. Any agent or representative of the organization has knowingly made a false, misleading or fraudulent statement of a material fact in the application or any document in connection therewith;

C. Any member of the organization working in any capacity with the remote caller bingo games is not of good moral character. (If such a member has been convicted of a felony under the laws of the state of California within the past ten years, or has been convicted of an offense in any other state within the past ten years that, if committed in this state would constitute a felony, it shall be presumed that that individual member is not of good moral character.

#### **Suspension or revocation of license.**

A. If after an investigation, the Moreno Valley Police Department determines that a remote caller bingo license should be suspended, revoked or that an application should be denied, it shall prepare a notice of suspension, revocation or denial setting forth the reasons therefor. Notice of such action shall be given the applicant by registered return receipt mail to the address indicated on the application on file. The Moreno Valley Police Department may suspend or revoke a bingo license for, but not limited to, the following:

1. The licensee or any of its members have violated any of the provisions of this chapter;

2. The remote caller bingo games do not comport with the public welfare for any reason or that the same have been conducted in an illegal, improper or



disorderly manner, or in a manner substantially different from that described in the applications;

3. For any reason for which the application for license could have been denied.

B. Any organization whose remote caller bingo license has been denied or revoked may reapply for a license one year after date of such revocation or denial.

C. Any organization whose license has been suspended may not conduct a game of bingo during the suspension period.

D. The denial, suspension or revocation of any license, unless due to loss of nonprofit status under Section 23701 of the Revenue and Taxation Code, may be appealed through the City Clerk to the Moreno Valley City Council.

E. Appeal must be made within fifteen (15) working days from date of notification of denial, suspension or revocation and must be in writing setting forth the reasons why denial, suspension or revocation of license should not be upheld. If the appeal is not made within the fifteen (15) days specified, the denial, suspension or revocation will stand. The City Clerk shall give written notice to the appellant of the time and place of hearing.

F. In hearings regarding the denial, suspension or revocation of Remote caller bingo licenses, the city council shall not be limited by the technical rules of evidence and may affirm, mend, or reverse the original decision to deny, suspend or revoke the license. The city council shall make its determination within thirty (30) days from receipt of appeal in the city clerk's office.

#### **Transfer of license.**

Any remote caller bingo license issued to an organization is not transferable to another organization. However, upon approval of the Moreno Valley police department a license may be relocated by the licensee within the city.

#### **Limitations.**

A. A qualified organization will conduct a remote caller bingo game only on property owned or leased by it or on property whose use is donated to it for an office or for the purposes for which the organization has been established. Nothing in this subsection shall be construed to require that the property owned or leased by the organization or the property donated to it be for its exclusive use. No more than one qualified organization shall possess a license on the same property.

B. No minor (anyone under the age of eighteen) will be allowed to participate in any Remote caller bingo game.

C. All remote caller bingo games shall be open to the public, not just to those who are members of the qualified organization.

D. A remote caller bingo game shall be operated and staffed only by members of the qualified organization which organized it. Such members shall not receive a profit, wage, salary or percentage from any bingo game. Only the qualified organization licensed to conduct a remote caller bingo game shall operate such game or participate in the promotion, supervision or any other phase of the game. The qualified organization will have written policies incorporated in its constitution, articles, bylaws or other regulations setting forth the manner in which a person may become a member of the organization. Absent any such written policies incorporated in its constitution, articles, bylaws or other regulations setting forth the manner in which a person may become a member of the organization. Absent any such written policies, it shall be presumed that the organization has no members who may operate and staff a Remote caller bingo game. This subsection does not preclude the employment of security personnel who are not members of the qualified organization conducting the game.

E. No individual, corporation, partnership or other legal entity except the qualified organization shall hold a financial interest in the conduct of any remote caller bingo game.

F. With respect to organizations exempt from payment of the bank and corporation tax by Section 23701 d of the Revenue and Taxation Code, all profits derived from a remote caller bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes.

G. With respect to other organizations authorized to conduct remote caller bingo games pursuant to this chapter, all proceeds derived from a remote caller bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Proceeds are the receipts of remote caller bingo games conducted by organizations not within Subsection F above. Such proceeds shall be used only for charitable purposes, except as follows:

1. The proceeds may be used for prizes;
2. A portion of the proceeds, not to exceed 20 percent of the proceeds before the deduction for prizes, may be used for the rental of property and for overhead, including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel;
3. The proceeds may be used to pay license fees.

H. The licensee shall keep full and complete accounting records, properly supported, to substantiate income and expenditures for all games of remote caller bingo conducted by the organization. Charitable contributions will be documented with name

and address of recipient. All accounting records in connection with the remote caller bingo games shall be clearly identifiable and accessible. Officials of the city shall have the right to examine and audit all such records at any reasonable time. Licensee shall cooperate with city officials by making all such records available.

I. The licensee shall provide a monthly financial statement of income and expenses to the Moreno Valley police department. The report must include fund balance.

J. The total value of prizes awarded during the conduct of any remote caller bingo games shall not exceed 37 percent of the gross receipts for each game, by check only, for each separate game which is held.

K. Remote caller bingo games shall not be conducted between the hours of twelve midnight and twelve noon or more than two days during any seven-day period.

### **Inspection.**

Any peace officer of the city shall have access to any remote caller bingo game licensed under this chapter for the purpose of determining chapter compliance. The licensee shall have the bingo license, list of approved staff and accounting records available for inspection. Inspection may be during any bingo session in progress or during normal business hours.

### **Violations - Penalties.**

A. Any violation of this chapter by any organization to conduct a remote caller bingo game or by any person acting as its agent shall be cause sufficient to revoke the bingo license.

B. Any violation of Section \_\_\_ relating to the payment of profit, wage, salary or percentage of any remote caller bingo game to any member of an organization authorized to conduct remote caller bingo is a misdemeanor punishable by a fine not to exceed ten thousand dollars (\$10,000.00) under Section 326.5(b) of the Penal Code.

C. All sanctions provided herein shall be cumulative and not exclusive.

### **Other remedies.**

The provisions of Section 1 are to be construed as added remedies and not in conflict or derogation of any other action, proceedings or remedy otherwise provided by law.

### **Ordinance Expiration.**

This Chapter of the Municipal Code shall become inoperative on July 1, 2016, or at such later date as authorized by California Penal Code Section 326.3, and any licenses or permits issued pursuant to this Chapter shall immediately become void.

**SECTION 2: EFFECT OF ENACTMENT:**

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 3: 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 4: EFFECTIVE DATE:**

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 26th day of May, 2015.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

Attachment: Proposed Ordinance [Revision 4] (1388 : ORDINANCE NO. 896, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

**ORDINANCE JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 896 had its first reading on May 12, 2015, and had its second reading on May 26, 2015, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Attachment: Proposed Ordinance [Revision 4] (1388 : ORDINANCE NO. 896, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** May 26, 2015

**TITLE:** PAYMENT REGISTER - MARCH 2015

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Payment Register.

### **SUMMARY**

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

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

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. March 2015 Payment Register

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/19/15 3:04 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 9:55 AM
City Manager Approval	<u>✓ Approved</u>	5/20/15 3:38 PM



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2015 through 3/31/2015

**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>
AECOM TECHNICAL SERVICES INC	14523	03/16/2015	37510470	CONSULTANT - PERRIS/IRONWOOD TO MANZANITA	\$25,850.84
Remit to: ONTARIO, CA					<u>FYTD:</u> \$162,150.89
AMERICON	224265	03/16/2015	9417	FURNITURE FOR THE TRAFFIC MANAGEMENT CTR	\$25,457.86
Remit to: CAMARILLO, CA					<u>FYTD:</u> \$25,457.86
ATHALYE CONSULTING ENGINEERING SERVICES	14429	03/02/2015	MV-Nason-08	CONSULTANT - NASON/CACTUS TO FIR	\$27,089.20
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$240,070.65
COMMONWEALTH LAND TITLE COMPANY	14466	03/03/2015	W150302	CLOSING STATEMENT FOR CONVEYANCE OF PROPERTY-APN 312- 250-016	\$492,194.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$496,461.00
COUNTY OF RIVERSIDE	224463	03/30/2015	1740	ELECTION SERVICES RENDERED FOR NOV. 4, 2014 ELECTION	\$178,550.83
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$493,139.67
COUNTY OF RIVERSIDE FIRE DEPT	14646	03/26/2015	232026	FIRE SVCS CONTRACT-2ND QTR (FPARC-MV,232026,14-15,Q2)	\$3,420,110.67
Remit to: PERRIS, CA					<u>FYTD:</u> \$9,772,591.91
COUNTY OF RIVERSIDE SHERIFF	14516	03/09/2015	SH0000025463	CONTRACT LAW ENF. BILLING #6 (11/13-12/10/14)	\$2,469,471.98
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$26,585,597.65
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	224274	03/16/2015	JUL-14	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$65,528.59
		03/16/2015	AUG-14	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	
		03/16/2015	SEPT-14	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)





**City of Moreno Valley  
Payment Register  
For Period 3/1/2015 through 3/31/2015**

**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: RIVERSIDE, CA					<u>FYTD:</u> \$134,326.74
DATA TICKET, INC.	14531	03/16/2015	59701	ADMIN CITATION PROCESSING-PD-JAN15	\$34,154.33
		03/16/2015	55491TPC	THIRD PARTY COLLECTIONS-CODE-JUL14	
		03/16/2015	56890	PARKING CITATION PROCESSING SVCS-CODE-SEPT14	
		03/16/2015	56251	PARKING CITATION PROCESSING SVCS-CODE-AUG14	
		03/16/2015	55491	PARKING CITATION PROCESSING SVCS-CODE-JUL14	
		03/16/2015	56251TPC	THIRD PARTY COLLECTIONS-CODE-AUG14	
		03/16/2015	56890TPC	THIRD PARTY COLLECTIONS-CODE-SEPT14	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$128,968.42
EASTERN MUNICIPAL WATER DISTRICT	224277	03/16/2015	FEB-15 3/16/15	WATER CHARGES	\$32,814.31
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,302,838.68
EMPLOYMENT DEVELOPMENT DEPARTMENT	14467	03/06/2015	2015-00000328	CA TAX - STATE TAX WITHHOLDING	\$34,800.59
	14575	03/20/2015	2015-00000348	CA TAX - STATE TAX WITHHOLDING	\$30,635.18
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$697,427.64
ENCO UTILITY SERVICES MORENO VALLEY LLC	14537	03/16/2015	0405-1-192	DISTRIBUTION CHARGES 12/1-12/31/14	\$301,571.01
		03/16/2015	40-296B-09	WORK AUTHORIZATION 40-296B	
		03/16/2015	40-278B-03	WORK AUTHORIZATION 40-278B	
		03/16/2015	40-282B-13	WORK AUTHORIZATION 40-282B	
		03/16/2015	40-290B-06-rev	CONSULTANT - NASON/CACTUS TO FIR	

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2015 through 3/31/2015

**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	14537	03/16/2015	40-238B-03	CONSULTANT - CORPORATE YARD FACILITY	\$301,571.01
		03/16/2015	40-312-03	WORK AUTHORIZATION 40-312	
		03/16/2015	40-311A-03	WORK AUTHORIZATION 40-311A	
		03/16/2015	40-309A-05	WORK AUTHORIZATION 40-309A	
		03/16/2015	40-308B-02	WORK AUTHORIZATION 40-308B	
		03/16/2015	40-301B-09	WORK AUTHORIZATION 40-301B	
		03/16/2015	40-309A-04	WORK AUTHORIZATION 40-309A	
		03/16/2015	40-290B-05	CONSULTANT - NASON/CACTUS TO FIR	
		03/16/2015	40-296B-08	WORK AUTHORIZATION 40-296B	
		03/16/2015	40-308A-05	WORK AUTHORIZATION 40-308A	
		03/16/2015	40-302B-07	WORK AUTHORIZATION 40-302B	
		03/16/2015	40-304B-09	WORK AUTHORIZATION 40-304B	
		03/16/2015	40-308A-04	WORK AUTHORIZATION 40-308A	
		03/16/2015	40-278B-02	WORK AUTHORIZATION 40-278B	
		03/16/2015	40-311A-02	WORK AUTHORIZATION 40-311A	
		03/16/2015	40-312-02	WORK AUTHORIZATION 40-312	
		03/16/2015	40-302B-08	WORK AUTHORIZATION 40-302B	
		03/16/2015	40-294A-07	WORK AUTHORIZATION 40-294A	
	14653	03/30/2015	0402-MF-01598A	SOLAR METER INSTALLATION	\$272,450.88
		03/30/2015	0402-MF-01609A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01613A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01612A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01610A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01607A	SOLAR METER INSTALLATION	

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



City of Moreno Valley  
Payment Register  
For Period 3/1/2015 through 3/31/2015

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	14653	03/30/2015	0402-MF-01614A	SOLAR METER INSTALLATION	\$272,450.88
		03/30/2015	0402-MF-01608A	SOLAR METER INSTALLATION	
		03/30/2015	0405-MTS1-SP116	ELECTRIC METER FEES	
		03/30/2015	0405-1-193	DISTRIBUTION CHARGES 12/31/14-1/30/15	
		03/30/2015	0402-MF-01605A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01604A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01602A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01600A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01597A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01595A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01594A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01606A	SOLAR METER INSTALLATION	
		03/30/2015	0402-MF-01603A	SOLAR METER INSTALLATION	
	03/30/2015	0402-MF-01599A	SOLAR METER INSTALLATION		

Remit to: ANAHEIM, CA FYTD: \$3,513,610.18

EXELON GENERATION COMPANY, LLC	14539	03/16/2015	MVEU-00011A	POWER PURCHASE-ELECTRICITY	\$551,535.36
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Remit to: BALTIMORE, MD FYTD: \$4,304,616.61

G/M BUSINESS INTERIORS, INC.	224121	03/02/2015	0209015-IN	HERMAN MILLER WORKSTATIONS (4)-CH 1ST FLOOR RECONFIGURATION	\$38,954.07
		03/02/2015	0209511-IN	LAND DEV'T. FURNITURE-1ST FLOOR RECONFIGURATION	

Remit to: RIVERSIDE, CA FYTD: \$103,814.72

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2015 through 3/31/2015

**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>
GRIFFITH COMPANY	224279	03/16/2015	5	CONSTRUCTION - PERRIS/IRONWOOD TO MANZANITA	\$257,391.38
Remit to: BREA, CA					<u>FYTD:</u> \$2,356,842.92
HABITAT FOR HUMANITY RIVERSIDE	14439	03/02/2015	DRAW NO. 19	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE	\$175,207.63
	14660	03/02/2015	DRAW NO. 20	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE	\$36,866.94
		03/02/2015	DRAW NO. 21	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE	
		03/30/2015	DRAW NO. 23	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,123,918.51
HILLCREST CONTRACTING, INC	14442	03/02/2015	PB 23178	CONSTRUCTION - NASON/CACTUS TO FIR	\$480,139.11
	14599	03/23/2015	PB 23201	CONSTRUCTION - NASON/CACTUS TO FIR	\$832,272.93
Remit to: CORONA, CA					<u>FYTD:</u> \$3,832,702.80
HITACHI DATA SYSTEMS/AVRIO RMS GROUP	14544	03/16/2015	7217364	STORAGE SYSTEM UPGRADE-SERVER/NETWORK CONFIGURATION	\$71,403.27
Remit to: SANTA CLARA, CA					<u>FYTD:</u> \$169,403.27
IDS REAL ESTATE GRP	224182	03/09/2015	MB1	TIME & MATERIALS DEPOSIT REFUND	\$43,542.85
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$43,542.85
INTERNAL REVENUE SERVICE CENTER	14469	03/06/2015	2015-00000330	FED TAX - FEDERAL TAX WITHHOLDING*	\$138,116.80
	14577	03/20/2015	2015-00000350	FED TAX - FEDERAL TAX WITHHOLDING*	\$121,214.78
Remit to: OGDEN, UT					<u>FYTD:</u> \$2,614,875.05
KEYSTONE BUILDERS, INC	224284	03/16/2015	1B	CONSTRUCTION - CORPORATE YARD FACILITY	\$67,450.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$67,450.00

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LIBRARY SYSTEMS & SERVICES, LLC	224204	03/09/2015	14655	I.T. SERVICES FOR FEB. 2015	\$119,417.58
		03/09/2015	14654	LIBRARY SERVICES & MATERIALS-FEB15	
Remit to: GERMANTOWN, MD					FYTD: \$954,290.64
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	14493	03/09/2015	65654	LANDSCAPE MAINT.-ZONE SD LMD ZN 02 ADDTL. WORK-AREA 6 TRIMMING	\$36,119.28
		03/09/2015	67467	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK-JAN 2015	
		03/09/2015	67468	LANDSCAPE MAINT.-SD LMD ZN 02 ADDITIONAL WORK-JAN 2015	
	14605	03/09/2015	67375	LANDSCAPE MAINT.-SD LMD ZN 02-JAN 2015	\$40,938.21
		03/09/2015	67374	LANDSCAPE MAINT.-ZONE D-JAN 2015	
		03/23/2015	67393	LANDSCAPE MAINT.-SENIOR CENTER-JAN15	
		03/23/2015	67394	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-JAN15	
		03/23/2015	67381	LANDSCAPE MAINT.-NORTH AQUEDUCT-JAN15	
		03/23/2015	67380	LANDSCAPE MAINT.-VANDENBERG TO FAY/AQUEDUCT BIKEWAY-JAN15	
		03/23/2015	67379	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUEDUCT BIKEWAY-JAN15	
		03/23/2015	67541	LANDSCAPE MAINT.-SD LMD ZN 02-FEB 2015	
		03/23/2015	67377	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JAN15	
		03/23/2015	65653	REMOVAL OF TREE STUMP AT SENIOR CENTER	
	03/23/2015	67540	LANDSCAPE MAINT.-ZONE D-FEB 2015		
	03/23/2015	67797	LANDSCAPE MAINT.-SD LMD ZN 02 ADDITIONAL WORK-FEB 2015		
	03/23/2015	67388	LANDSCAPE MAINT.-CITY YARD-JAN15		
03/23/2015	67387	LANDSCAPE MAINT.-ASES ADMIN BLDG.-JAN15			
03/23/2015	67376	LANDSCAPE MAINT.-TOWNGATE COMM. CTR-JAN15			

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	14605	03/23/2015	67378	LANDSCAPE MAINT.-BAY AVE. TO GRAHAM/AQUEDUCT BIKEWAY-JAN15	\$40,938.21
		03/23/2015	67695	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK-FEB 2015	
		03/23/2015	67391	LANDSCAPE MAINT.-LIBRARY-JAN15	
		03/23/2015	67385	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-JAN15	
		03/23/2015	67390	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-JAN15	
		03/23/2015	67389	LANDSCAPE MAINT.-CRC-JAN15	
		03/23/2015	67386	LANDSCAPE MAINT.-ANIMAL SHELTER-JAN15	
		03/23/2015	67384	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JAN15	
		03/23/2015	67383	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JAN15	
		03/23/2015	67382	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JAN15	
	03/23/2015	67392	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-JAN15		
Remit to: IRWINDALE, CA					<b>FYTD: \$442,548.14</b>
MORENO VALLEY UTILITY	224289	03/16/2015	7013411-01/FEB15	ELECTRICITY-UTILITY FIELD OFFICE	\$65,618.42
		03/16/2015	MAR-15 3/16/15	ELECTRICITY	
Remit to: HEMET, CA					<b>FYTD: \$752,460.10</b>
NATIONWIDE RETIREMENT SOLUTIONS CP	14471	03/06/2015	2015-00000332	8010 - DEF COMP 457 - NATIONWIDE*	\$28,051.94
	14579	03/20/2015	2015-00000352	8010 - DEF COMP 457 - NATIONWIDE*	\$25,059.90
Remit to: COLUMBUS, OH					<b>FYTD: \$679,406.73</b>
NOBLE AMERICAS ENERGY SOLUTIONS	14496	03/09/2015	150410004178659	ELECTRICITY-CREDIT FOR PRIOR PERIOD ADJ.-ISO TRUE-UP CHARGES	\$506,658.67
		03/09/2015	150570004228973	ELECTRICITY POWER PURCHASE FOR MV UTILITY	

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NOBLE AMERICAS ENERGY SOLUTIONS	14609	03/23/2015	150700004263218	ELECTRICITY POWER PURCHASE FOR MV UTILITY	\$195,628.89
Remit to: PASADENA, CA					<u>FYTD:</u> \$3,656,235.49
PARSONS BRINCKERHOFF, INC	14498	03/09/2015	AR 581145	CONSULTANT - SUNNYMEAD MDP LINE F & F7	\$52,198.76
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$357,535.33
PERMA	14613	03/23/2015	FILE MV1553	SELF-INS. RETENTION (SIR) BALANCE INVOICE RE: EARLY, ET AL. CASE	\$542,562.10
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$986,060.61
PERS HEALTH INSURANCE	14573	03/09/2015	W150301	EMPLOYEE HEALTH INSURANCE	\$183,483.42
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,666,524.15
PERS RETIREMENT	14518	03/13/2015	P150227	PERS RETIREMENT DEPOSIT - CLASSIC	\$231,727.45
	14643	03/27/2015	P150313	PERS RETIREMENT DEPOSIT - CLASSIC	\$230,601.88
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$5,156,425.27
PROACTIVE ENGINEERING CONSULTANTS, INC.	14614	03/23/2015	2522	CONSULTANT - CYCLE 5 ADA RAMP IMPROVEMENT	\$92,446.00
Remit to: CORONA, CA					<u>FYTD:</u> \$282,254.64
RIV CO FLOOD CONTROL & WATER CONSERVATN	224211	03/09/2015	FC0000014743	FY14/15 COST SHARING FOR CONSULTING SVCS-NPDES STORMWATER PERMIT	\$68,331.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$70,818.04

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RIVERSIDE HOUSING DEVEL CORP	14558	03/16/2015	22862 ADRIENNE-2	MULTI-FAMILY AFFORDABLE HOUSING CONSTRUCTION-22862 ADRIENNE AVE.	\$61,005.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$233,031.99
SOUTHERN CALIFORNIA EDISON 1	224299	03/16/2015	7500526029	WDAT CHARGES-GRAHAM ST. LOCATION	\$45,760.16
		03/16/2015	7500526028	WDAT CHARGES-IRIS AVE. LOCATION	
		03/16/2015	7500526031	WDAT CHARGES-NANDINA AVE. LOCATION	
		03/16/2015	7500526033	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	
		03/16/2015	7500526036	WDAT CHARGES-24417 NANDINA AVE. SUBSTATION	
		03/16/2015	7500526032	WDAT CHARGES-FREDERICK AVE. LOCATION	
		03/16/2015	7500526030	WDAT CHARGES-GLOBE ST. LOCATION	
		03/16/2015	7500526515	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	
	224411	03/23/2015	FEB-15 3/23/15	ELECTRICITY	\$151,591.53
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,392,836.83
SOUTHERN CALIFORNIA EDISON 3	14574	03/19/2015	W150303	ADVANCE PAYMENT-SYSTEM IMPACT STUDY DEPOSIT-KITCHING 115KV	\$100,000.00
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$107,800.00
STANDARD INSURANCE CO	14507	03/09/2015	150301a	LIFE & DISABILITY INSURANCE	\$25,259.12
Remit to: PORTLAND, OR					<u>FYTD:</u> \$243,880.17
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	14454	03/02/2015	201503	MARCH 2015 RETIREE MEDICAL BENEFIT BILLING	\$37,586.93
Remit to: TEMECULA, CA					<u>FYTD:</u> \$145,102.60

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THINK TOGETHER, INC	14566	03/16/2015	111-14/15-7	ASES PROGRAM MANAGEMENT SERVICES	\$493,437.50
Remit to: SANTA ANA, CA					FYTD: \$3,467,110.27
TRUGREEN LANDCARE	14510	03/09/2015	7874937-A	LANDSCAPE MOWING-ZONE A PARKS-JAN15	\$44,158.39
		03/09/2015	7856177	TRIMMING OF 39 FAN PALMS THROUGHOUT PARK AREAS	
		03/09/2015	7874937-B	LANDSCAPE MOWING-CFD #1-JAN15	
		03/09/2015	7874932	LANDSCAPE MAINT.-ZONE M-JAN. 2015	
		03/09/2015	7874933	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A, & 08-JAN. 2015	
		03/09/2015	7874938	LANDSCAPE MAINT.-ZONE S-JAN. 2015	
		03/09/2015	7887788	LANDSCAPE MAINT.-INSTALLATION OF PLANT MATERIAL IN SD LMD ZN 01A	
		03/09/2015	7866410	TRIMMING OF TREES/PALM TREES-CELEBRATION PARK	
		03/09/2015	7874935	LANDSCAPE MAINT.-SD LMD ZN 04-JAN. 2015	
		03/09/2015	7886289	IRRIGATION REPAIRS-SD LMD ZN 04-JAN. 2015	
	14631	03/23/2015	7886285	RETROFIT IRRIGATION FOR NEW PLANTS ALONG ALESSANDRO-ZONE M	\$48,252.62
		03/23/2015	7891740	LANDSCAPE MAINT.-ZONE M-FEB. 2015	
		03/23/2015	7891747	LANDSCAPE MOWING-CFD #1-FEB15	
		03/23/2015	7891741	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A, & 08-FEB. 2015	
		03/23/2015	7891746	LANDSCAPE MAINT.-ZONE S-FEB. 2015	
		03/23/2015	7902341	IRRIGATION REPAIRS-SD LMD ZN 04-FEB. 2015	
		03/23/2015	7891745	LANDSCAPE MOWING-ZONE A PARKS-FEB15	
		03/23/2015	7891743	LANDSCAPE MAINT.-SD LMD ZN 04-FEB. 2015	

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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>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$386,138.67
TTG ENGINEERS	224417	03/23/2015	97066	CONSULTANT - BRIDGE MAINTENANCE	\$30,958.80
		03/23/2015	97064	CONSULTANT - BRIDGE MAINTENANCE	
Remit to: PASADENA, CA					<u>FYTD:</u> \$36,282.17
TWRITE, INC.	224222	03/09/2015	14-00156	CITY WEBSITE MAINTENANCE & SUPPORT SERVICES	\$38,169.01
		03/09/2015	14-00155	CITY WEBSITE MAINTENANCE & SUPPORT SERVICES	
		03/09/2015	14-00154	CITY WEBSITE MAINTENANCE & SUPPORT SERVICES	
		03/09/2015	14-00160	CITY WEBSITE MAINTENANCE & SUPPORT SERVICES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$38,169.01
U.S. BANK/CALCARDS	14568	03/16/2015	02-27-15	PAYMENT FOR FEB 2015 CALCARD ACTIVITY	\$164,657.99
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$1,709,311.84
WASTE MANAGEMENT	224304	03/16/2015	030215	SOLID WASTE DELINQUENCIES LESS FRANCHISE FEES	\$1,233,948.74
Remit to: CORONA, CA					<u>FYTD:</u> \$2,112,442.43
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	224306	03/16/2015	FEB-15 TUMF	TUMF FEES COLLECTED FOR 2/1-2/28/15	\$115,349.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,208,971.07
WRCRCA	224307	03/16/2015	SEP-2014 MSHCP-2	MSHCP FEES COLLECTED FOR SEPT. 2014-COMMERCIAL/INDUSTRIAL	\$134,019.63
		03/16/2015	FEB-2015 MSHCP	MSHCP FEES COLLECTED FOR FEBRUARY 2015-RESIDENTIAL	

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WRCRCA	224307	03/16/2015	AUG-2014 MSHCP	MSHCP FEES COLLECTED FOR AUGUST 2014-COMMERCIAL/INDUSTRIAL	\$134,019.63

Remit to: RIVERSIDE, CA

FYTD: \$260,691.63

<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>	<b>\$15,367,774.71</b>
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452ND AIR MOBILITY WING	224142	03/02/2015	2-21-15	452ND AIR MOBILITY WING ANNUAL AWARDS BANQUET-MAYOR JESSE MOLINA	\$35.00
Remit to: MARCH ARB, CA					<u>FYTD:</u> \$35.00
ABILITY COUNTS, INC	14426	03/02/2015	ACI11464	LANDSCAPE MAINT-CFD#1-JAN15	\$2,065.00
	14520	03/16/2015	ACI11501	LANDSCAPE MAINT-CFD#1-FEB15	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$18,585.00
ABRASIVE BLASTING SERVICE	224183	03/09/2015	6807	STRIPE REMOVAL SERVICES	\$4,995.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$12,447.50
ABRIGO, HERMINIGILDO	224314	03/16/2015	MVU 7008258-02	SOLAR INCENTIVE REBATE	\$9,627.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$9,627.10
ACOSTA, JESSICA	224498	03/30/2015	R15-083196	AS REFUNDS-LIC, SN DEP, RAB DEP	\$110.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$110.00
ADLERHORST INTERNATIONAL INC.	14521	03/16/2015	30538	MONTHLY K-9 TRAINING-MAR15	\$425.01
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,579.50
ADMINSURE	224262	03/16/2015	8467	WORKER'S COMP CLAIMS ADMINISTRATION-MAR15	\$2,175.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$21,750.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	14427	03/02/2015	3284-39058	NEW ICE MAKER FOR FS#6	\$6,508.40
		03/02/2015	3284-39534	NEW ICE MAKER (250 LB CUBE) FOR FS#91	
		03/02/2015	3284-39532	NEW WATER FILTER SYSTEM FOR FS#99	

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ADVANCE REFRIGERATION & ICE SYSTEMS, INC	14522	03/16/2015	3284-39705	ICE MACHINE REPAIR-TOWNGATE	\$629.24
	14582	03/23/2015	3284-39059	REPLACE ICE MAKER AT CRC	\$2,959.56
Remit to: RIVERSIDE, CA					<b>FYTD: \$21,332.91</b>
ADVANCED ELECTRIC	224263	03/16/2015	11235	ELECTRICAL SERVICES-EL POTRERO PARK	\$4,574.16
		03/16/2015	11233	ELECTRICAL SERVICES-MARCH MIDDLE SCHOOL	
		03/16/2015	11237	ELECTRICAL SERVICES-VICTORIANO PARK	
		03/16/2015	11236	ELECTRICAL SERVICES-CELEBRATION PARK	
		03/16/2015	11241	ELECTRICAL SERVICES-PEDRORENA PARK	
		03/16/2015	11230	ELECTRICAL SERVICES-PAN AM AQUEDUCT	
		03/16/2015	11229	ELECTRICAL SERVICES-SHADOW MOUNTAIN PARK	
		03/16/2015	11240	ELECTRICAL SERVICES-LASSELLE SPORTS PARK	
		03/16/2015	11238	ELECTRICAL SERVICES-VISTA LOMAS	
		03/16/2015	11239	ELECTRICAL SERVICES-SHADOW MOUNTAIN PARK	
		03/16/2015	11244	ELECTRICAL SERVICES-WOODLAND PARK	
		03/16/2015	11234	ELECTRICAL SERVICES-EL POTRERO PARK	
	224377	03/23/2015	11232	ELECTRICAL SERVICES-CITY HALL	\$1,470.00
		03/23/2015	11231	ELECTRICAL SERVICES-CITY YARD	
Remit to: RIVERSIDE, CA					<b>FYTD: \$142,903.99</b>
ADVANCED MECHANICAL AIR SYSTEMS, INC	224238	03/09/2015	BL#21681-YR2015	REFUND OF OVERPAYMENT FOR BL#21681	\$62.46
Remit to: MORENO VALLEY, CA					<b>FYTD: \$62.46</b>
AEI-CASC ENGINEERING	14524	03/16/2015	0033004	PLAN CHECK SVCS-PWQMP	\$341.00

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Remit to: COLTON, CA					<u>FYTD:</u> \$15,550.06
AGUAYO, ROSA	224239	03/09/2015	1222204	CHILD CARE CREDIT FOR FEE CALCULATION ERROR	\$498.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$498.00
AGUILAR, HELIODRO	224499	03/30/2015	MVU 7010416-02	SOLAR INCENTIVE REBATE	\$10,087.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$10,087.00
AGUILAR, MIRIAM	224240	03/09/2015	1222132	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
AIR EXCHANGE INC	224109	03/02/2015	35282	PLYMOVENT MAINT & REPAIR-FS#91	\$180.00
Remit to: FAIRFIELD, CA					<u>FYTD:</u> \$4,307.53
ALBA, ADRIANA	224315	03/16/2015	MV3130208025	REFUND-PARKING CITATION OVERPAYMENT	\$187.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$187.50
ALL AMERICAN ASPHALT, INC.	224184	03/09/2015	165660	CONSTRUCTION - CYCLE 1 CITYWIDE PAVEMENT	\$24,026.44
Remit to: CORONA, CA					<u>FYTD:</u> \$4,223,311.49
ALL DISCOUNT INSURANCE SERVICE, INC	224316	03/16/2015	BL#00341-YR2015	REFUND OF OVERPAYMENT FOR BL#00341	\$70.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.50
ALLEN, JUSTIN	224500	03/30/2015	R15-083458	AS REFUNDS	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
ALLIANT INSURANCE SERVICES	224264	03/16/2015	311088	SUBSTATION INSURANCE RENEWAL (2/11/15-2/11/16)	\$9,227.37

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



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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>
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$21,130.27
ALONZO, MELCHOR	224143	03/02/2015	3/10-3/14/15	TRAVEL PER DIEM-CPRS CONFERENCE	\$259.25
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$259.25
ALTERNATIVES TO DOMESTIC VIOLENCE	14525	03/16/2015	AUG-2014	DOMESTIC VIOLENCE SERVICES-CDBG REIMB.	\$4,774.15
		03/16/2015	DEC-2014	DOMESTIC VIOLENCE SERVICES-CDBG REIMB.	
		03/16/2015	OCT-2014	DOMESTIC VIOLENCE SERVICES-CDBG REIMB.	
		03/16/2015	SEPT-2014	DOMESTIC VIOLENCE SERVICES-CDBG REIMB.	
		03/16/2015	JUL-2014	DOMESTIC VIOLENCE SERVICES-CDBG REIMB.	
		03/16/2015	NOV-2014	DOMESTIC VIOLENCE SERVICES-CDBG REIMB.	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,233.57
ALVARADO, LILIANA	224110	03/02/2015	FALL 2014	TUITION REIMBURSEMENT	\$545.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,090.00
ALVAREZ, JOSE	224241	03/09/2015	BL#27803-YR2015	REFUND OF OVERPAYMENT FOR BL#27803	\$62.00
Remit to: IMPERIAL BEACH, CA					<u>FYTD:</u> \$62.00
AMERICAN FORENSIC NURSES	14474	03/09/2015	66038	PHLEBOTOMY SERVICES	\$940.00
	14526	03/16/2015	66011	PHLEBOTOMY SERVICES	\$40.00
	14583	03/23/2015	66101	PHLEBOTOMY SERVICES	\$1,060.00
		03/23/2015	66073	PHLEBOTOMY SERVICES	
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$22,410.00

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AMERICAN PUBLIC POWER ASSOCIATION	224457	03/30/2015	261975	APPA DUES 5/1/15-4/30/16	\$6,402.12
Remit to: BOSTON, MA					<u>FYTD:</u> \$7,081.09
AMERICAN TECHNOLOGIES, INC	224185	03/09/2015	6N66705376-01	CLEANING OF ROOF MOUNT HVAC UNITS-FS#6	\$5,936.99
Remit to: ORANGE, CA					<u>FYTD:</u> \$21,081.93
AMERICAN TOWERS	14475	03/09/2015	151264693	RADIO EQUIPMENT TOWER LEASE-MAR15	\$3,291.75
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$29,200.50
AMERICAN TRAFFIC PRODUCTS	224186	03/09/2015	15-13273	PAINT MATERIALS (STENCIL GUARD)	\$2,189.05
		03/09/2015	15-13246	HWY GLASS BEAD MARKERS	
Remit to: FONTANA, CA					<u>FYTD:</u> \$2,661.18
AMERON POLE PRODUCT, LLC	224242	03/09/2015	BL#24686-YR2015	REFUND OF OVERPAYMENT FOR BL#24686	\$87.35
Remit to: VENTURA, CA					<u>FYTD:</u> \$87.35
AMTECH ELEVATOR SERVICES	224111	03/02/2015	DVB65746115	WHEELCHAIR LIFT ROUTINE MAINT-SENIOR CTR 1/1/15-6/30/15	\$458.39
		03/02/2015	DVB05046215	ELEVATOR ROUTINE MAINT-EOC-FEB15	
		03/02/2015	DVB05044215	ELEVATOR ROUTINE MAINT-CITY HALL-FEB15	
Remit to: PASADENA, CA					<u>FYTD:</u> \$4,852.13
ANIMAL PEST MANAGEMENT SERVICES, INC.	14584	03/23/2015	137670	PEST CONTROL SVCS-GOLF COURSE	\$1,525.50
		03/23/2015	137655	PEST CONTROL SVCS-CFD #1	
		03/23/2015	137557	PEST CONTROL SVCS-MARCH FIELD CNTR	
		03/23/2015	137555	PEST CONTROL SVCS-SCE ESMNT/AQDCT/BIKEWAY	

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ANIMAL PEST MANAGEMENT SERVICES, INC.	14584	03/23/2015	137556	PEST CONTROL SVCS-MARB/CHILD CARE GRNDS/BALLFIELDS	\$1,525.50
		03/23/2015	137554	PEST CONTROL SVCS-CITY PARKS	
Remit to: CHINO, CA					<b>FYTD:</b> \$14,854.50
ARANILLA, EDUARDO	224433	03/23/2015	MVU 7013286-02	SOLAR INCENTIVE REBATE	\$8,282.75
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$8,282.75
ARC OF RIVERSIDE COUNTY, THE	14585	03/23/2015	2/OCT-DEC 2014	REIMB-MV RESOURCE CTR-CDBG	\$2,250.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$6,015.38
ARRIAGA, LUIS	224317	03/16/2015	1224097	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$77.00
ARROWHEAD WATER	14428	03/02/2015	05B0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	\$161.94
		03/02/2015	05B0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
	14476	03/09/2015	05B0029115177	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	\$107.96
		03/09/2015	05B0029115359	WATER PURIF. UNIT RENTAL-CRC	
		03/09/2015	05B0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER	
	14586	03/23/2015	05C0030878268	WATER PURIF. UNIT RENTAL-EOC	\$458.83
		03/23/2015	05C0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
		03/23/2015	05C0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	
		03/23/2015	05C0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	
		03/23/2015	05C0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
		03/23/2015	05C0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
		03/23/2015	05C0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	

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ARROWHEAD WATER	14586	03/23/2015	05C0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	\$458.83
		03/23/2015	05C0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
		03/23/2015	05C0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	
		03/23/2015	05C0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
		03/23/2015	05C0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$5,451.98
ASCE-AMERICAN SOCIETY OF CIVIL ENGINEERS	224266	03/16/2015	1042848265	MEMBERSHIP RENEWAL-MEMBER#332936 M. SAMBITO	\$280.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$280.00
AT&T MOBILITY	224187	03/09/2015	872455379X020615	CELLULAR PHONE SVC-MCC	\$95.36
	224458	03/30/2015	872455379X030615	CELLULAR PHONE SVC-MCC	\$95.36
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$847.86
AT&T/MCI	224188	03/09/2015	6263788	LANDLINE PHONE SVC-GANG TASK FORCE	\$177.48
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$1,259.82
ATHALYE CONSULTING ENGINEERING SERVICES	14587	03/23/2015	MV-Nason-09	CONSULTANT - NASON/CACTUS TO FIR	\$24,674.08
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$240,070.65
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	224378	03/23/2015	462180	LEGAL SERVICES-EARLY CASE	\$97.00
Remit to: CERRITOS, CA					<u>FYTD:</u> \$15,982.62
AVERY ASSOCIATES	224112	03/02/2015	1173	EMPLOYMENT RECRUITING SERVICES	\$5,000.00

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Remit to: LOS GATOS, CA					<u>FYTD:</u> \$16,574.10
BALLESTEROS, ROSANGLEA	224434	03/23/2015	1217951	REFUND ON RENTAL DEPOSIT #27874	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
BAUTISTA, EUGENIO	224501	03/30/2015	R15-083521	AS REFUNDS-OVERPMT ON LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
BAYLARK, JAMES	224150	03/02/2015	1218059	CRC RENTAL REFUND DEPOSIT	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
BEATTY, BRENDA	224502	03/30/2015	1229177	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
BENNETT, LAWRENCE	224151	03/02/2015	R15-082323	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
BERGELECTRIC CORP	224243	03/09/2015	BL#12030-YR2015	REFUND OF OVERPAYMENT FOR BL#12030	\$83.43
Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$83.43
BEST WESTERN MORENO HOTEL & SUITES	224244	03/09/2015	JULY 2014	REFUND-TRANSIENT OCCUPANCY TAX OVERPAYMENT	\$1,022.77
	224245	03/09/2015	SEPT 2014	REFUND-TRANSIENT OCCUPANCY TAX OVERPAYMENT	\$60.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,022.77
BESTWAY LAUNDRY SOLUTIONS, INC.	224113	03/02/2015	S085546	NEW UNIMAC 40# WASHER (S/N 1412043127)	\$7,518.10

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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>
Remit to: CORONA, CA					<u>FYTD:</u> \$7,518.10
BEV MO	224246	03/09/2015	BL#26335-YR2015	REFUND OF OVERPAYMENT FOR BL#26335	\$68.85
Remit to: CONCORD, CA					<u>FYTD:</u> \$68.85
BIO-TOX LABORATORIES	224189	03/09/2015	30008	BLOOD TOXICOLOGY ANALYSIS	\$5,968.30
		03/09/2015	30009	BLOOD TOXICOLOGY ANALYSIS	
	224379	03/23/2015	30155	BLOOD TOXICOLOGY ANALYSIS	\$5,769.96
		03/23/2015	30154	BLOOD TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$51,428.24
BLACK, FRANCIA	224318	03/16/2015	R15-082602	AS REFUND-ADOPT,CHIP,LIC,VACS	\$82.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.00
BLEVINS, JOHN D	224267	03/16/2015	NO. 1/FINAL	CUSTOMER CARE INITIATIVE ASSESSMENT-M&O DIVISION	\$3,740.00
Remit to: OAK HILLS, CA					<u>FYTD:</u> \$3,740.00
BMW MOTORCYCLES OF RIVERSIDE	14527	03/16/2015	6009676	MAINT & REPAIRS-TRAFFIC MOTORCYCLES	\$3,697.15
		03/16/2015	6009908	MAINT & REPAIRS-TRAFFIC MOTORCYCLES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$19,262.11
BOLDUC, LOUIS	224319	03/16/2015	R15-082820	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
BOURNE, CANDICE	224152	03/02/2015	1220394	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00

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Remit to: COLTON, CA					<u>FYTD:</u> \$200.00
BOWEN, GARY	224495	03/30/2015	4/6-4/8/15	TRAVEL PER DIEM-ICI ADVANCED CHILD ABUSE COURSE	\$177.75
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$177.75
BOX SPRINGS MUTUAL WATER COMPANY	224190	03/09/2015	721-1 2/26/15	WATER USAGE-ZONE 01 TOWNGATE	\$57.99
	224268	03/16/2015	189-13 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$272.00
		03/16/2015	204-9 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	1087-1 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	1088-1 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	45-4 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	1084-1 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	1086-1 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	1085-1 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	195-5 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/16/2015	80-4 2/26/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,240.24
BRAUN BLAISING MCLAUGHLIN	224114	03/02/2015	15375	LEGAL SERVICES-MVU-JAN15	\$2,469.42

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BRAUN BLAISING MCLAUGHLIN	224114	03/02/2015	15376	LEGAL SVCS-CASL CASE	\$2,469.42
	224380	03/23/2015	15399	LEGAL SVCS-CASL CASE	\$592.00
	224459	03/30/2015	15406	LEGAL SERVICES-MVU-FEB15	\$1,966.91
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$95,596.30
BROUSSARD, SHEREE	224320	03/16/2015	MVU 7011581-02	SOLAR INCENTIVE REBATE	\$4,991.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$4,991.00
BUCCOWICH , REBECCA	224321	03/16/2015	R15-080644	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: JUNE LAKE, CA					<b>FYTD:</b> \$75.00
BUREAU OF OFFICE SERVICES, INC	224460	03/30/2015	86410	TRANSCRIPTION SERVICES-FEB15	\$52.97
Remit to: BURR RIDGE, IL					<b>FYTD:</b> \$52.97
BUREAU VERITAS NORTH AMERICA, INC	14477	03/09/2015	1265327	PLAN REVIEW SVCS-JAN15	\$757.50
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$5,112.00
BURKE ELECTRIC	224153	03/02/2015	BL#23649-YR2015	REFUND OF OVERPAYMENT FOR BL#23649	\$68.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$68.00
CALGO VEBA CITY OF MORENO VALLEY	14478	03/09/2015	2015-00000317	4020 - EXEC VEBA*	\$9,195.82
	14588	03/23/2015	2015-00000335	4020 - EXEC VEBA*	\$1,930.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$176,095.39
CALIFORNIA FACILITY SPECIALTIES	224381	03/23/2015	1357	BREAKAWAY RIMS (2)-CRC GYM	\$842.00

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Remit to: WATERFORD, CT					<u>FYTD:</u> \$1,092.00
CALIFORNIA GSP RESCUE	224322	03/16/2015	R15-082083	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: BONSALL, CA					<u>FYTD:</u> \$75.00
CALIFORNIA WATERSHED ENGINEERING CORP.	14589	03/23/2015	15561	PLAN CHECK SVCS-PWQMP	\$3,709.34
Remit to: FULLERTON, CA					<u>FYTD:</u> \$9,837.34
CANANN CONSTRUCTION, INC.	224436	03/23/2015	B1500539	REFUND-BLDG PERMIT FEES	\$263.24
Remit to: TUSTIN, CA					<u>FYTD:</u> \$263.24
CANON SOLUTIONS AMERICA, INC.	14528	03/16/2015	1103031201310151	QUARTERLY MAINT FEE-ERC-JUL THRU SEPT 2014	\$2,490.60
		03/16/2015	1103031201310153	COPY FEES-ERC-JUL THRU SEPT 2014	
Remit to: BURLINGTON, NJ					<u>FYTD:</u> \$62,456.13
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	14430	03/02/2015	04CTY107-0339743	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	\$345.00
		03/02/2015	04CTY107-0340098	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
		03/02/2015	01CTY107-0370852	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,195.05
CEPEDA, RONNIE	224323	03/16/2015	1224324 1224323	REFUND FOR SPRING ADULT SOFTBALL	\$152.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$152.00
CERVANTES, MARIA DEL CARMEN	224324	03/16/2015	MV4141223022	REFUND-DISMISSED PARKING VIOLATION	\$432.32

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$432.32
CHANDLER ASSET MANAGEMENT, INC	14479	03/09/2015	16866	INVESTMENT MANAGEMENT SVCS-FEB15	\$4,085.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$53,913.00
CHARLES ABBOTT ASSOCIATES, INC	224180	03/02/2015	54340	CONSULTING SVCS-NPDES/SWMP-JAN15	\$6,974.00
		03/02/2015	54246	CONSULTING SVCS-NPDES/SWMP-DEC14	
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$6,974.00
CHICAGOLAND ESKIE RESCUE	224503	03/30/2015	R15-081583	AS REFUNDS-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: ELMHURST, IL					<u>FYTD:</u> \$75.00
CHJ INCORPORATED	14431	03/02/2015	87360	CONSULTANT - NAXON/CACTUS TO FIR	\$955.00
	14590	03/23/2015	87373	CONSULTANT - NASON/CACTUS TO FIR	\$2,094.25
Remit to: COLTON, CA					<u>FYTD:</u> \$17,415.50
CHRISTINA, PHAM	224247	03/09/2015	BL#21746-YR2015	REFUND OF OVERPAYMENT FOR BL#21746	\$124.00
Remit to: GARDEN GROVE, CA					<u>FYTD:</u> \$124.00
CINNABON #102	224248	03/09/2015	BL#15538-YR2015	REFUND OF OVERPAYMENT FOR BL#15538	\$95.05
Remit to: ORANGE, CA					<u>FYTD:</u> \$95.05
CINTAS CORPORATION	14480	03/09/2015	150423695	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	\$1,337.32
		03/09/2015	150423696	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF	
		03/09/2015	150420012	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	

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CINTAS CORPORATION	14480	03/09/2015	150431087	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	\$1,337.32
		03/09/2015	150423693	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150427371	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		03/09/2015	150431080	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		03/09/2015	150427364	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		03/09/2015	150380129	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150416404	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150431073	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		03/09/2015	150409109	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150427360	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		03/09/2015	150401879	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150398226	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150394631	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150390995	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150427369	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF	
		03/09/2015	150383745	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150423698	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		03/09/2015	150376441	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150412719	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150423697	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		03/09/2015	150427370	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		03/09/2015	150420014	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/09/2015	150427368	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		03/09/2015	150427366	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	

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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>			
CINTAS CORPORATION	14480	03/09/2015	150427365	UNIFORM RENTAL SVC.-MECHANICS	\$1,337.32			
		03/09/2015	150423694	UNIFORM RENTAL SVC.-CFD #1 STAFF				
		03/09/2015	150387420	UNIFORM RENTAL SVC.-TREE MAINT. STAFF				
		03/09/2015	150420015	UNIFORM RENTAL SVC.-CFD #1 STAFF				
		03/09/2015	150423692	UNIFORM RENTAL SVC.-MECHANICS				
		03/09/2015	150420013	UNIFORM RENTAL SVC.-MECHANICS				
		03/09/2015	150420016	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF				
		03/09/2015	150427374	UNIFORM RENTAL SVC.-GOLF COURSE STAFF				
		03/09/2015	150405472	UNIFORM RENTAL SVC.-TREE MAINT. STAFF				
		03/09/2015	150423687	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF				
		03/09/2015	150423701	UNIFORM RENTAL SVC.-GOLF COURSE STAFF				
		03/09/2015	150420022	UNIFORM RENTAL SVC.-GOLF COURSE STAFF				
		03/09/2015	150427367	UNIFORM RENTAL SVC.-CFD #1 STAFF				
		03/09/2015	150420008	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF				
		03/09/2015	150420018	UNIFORM RENTAL SVC.-STREET MAINT. STAFF				
		03/09/2015	150420017	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF				
		03/09/2015	150416405	UNIFORM RENTAL SVC.-CFD #1 STAFF				
		03/09/2015	150423691	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF				
		03/09/2015	150412720	UNIFORM RENTAL SVC.-CFD #1 STAFF				
		03/09/2015	150420019	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF				
			14529	03/16/2015		150431086	UNIFORM RENTAL SVC.-FACILITIES STAFF	\$345.23
				03/16/2015		150438517	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING STAFF	
				03/16/2015		150434774	UNIFORM RENTAL SVC.-FACILITIES STAFF	
03/16/2015	150431074			UNIFORM RENTAL SVC.-PURCHASING STAFF				

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CINTAS CORPORATION	14529	03/16/2015	150431076	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING STAFF	\$345.23
		03/16/2015	150438514	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		03/16/2015	150438521	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		03/16/2015	150434768	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		03/16/2015	150434775	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		03/16/2015	150434761	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		03/16/2015	150434762	UNIFORM RENTAL SVC.-PURCHASING STAFF	
		03/16/2015	150431075	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL STAFF	
		03/16/2015	150434763	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL STAFF	
		03/16/2015	150438528	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
	14647	03/30/2015	150438527	UNIFORM RENTAL SVC.-FACILITIES STAFF	\$926.13
			150434764	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING STAFF	
			150438516	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL STAFF	
			150438515	UNIFORM RENTAL SVC.-PURCHASING STAFF	
			150434766	UNIFORM RENTAL SVC.-MECHANICS	
			150434767	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
			150434771	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
			150434769	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
			150438518	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
			150438525	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
03/30/2015	150434770	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF			
03/30/2015	150431083	UNIFORM RENTAL SVC.-STREET MAINT. STAFF			
03/30/2015	150431082	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF			
03/30/2015	150431081	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF			

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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>
CINTAS CORPORATION	14647	03/30/2015	150431079	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	\$926.13
		03/30/2015	150431078	UNIFORM RENTAL SVC.-MECHANICS	
		03/30/2015	150431077	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		03/30/2015	150434765	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		03/30/2015	150431084	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		03/30/2015	150442194	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		03/30/2015	150438520	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/30/2015	150438519	UNIFORM RENTAL SVC.-MECHANICS	
		03/30/2015	150442195	UNIFORM RENTAL SVC.-MECHANICS	
		03/30/2015	150438523	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF	
		03/30/2015	150434772	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		03/30/2015	150438522	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		03/30/2015	150442196	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		03/30/2015	150438524	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		03/30/2015	150442198	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		03/30/2015	150442199	UNIFORM RENTAL SVC.-DRAIN MAINT. STAFF	
		03/30/2015	150442201	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		03/30/2015	150442200	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		03/30/2015	150442193	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING STAFF	
		03/30/2015	150442192	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL STAFF	
Remit to: ONTARIO, CA					FYTD: \$15,541.77
CITY OF RIVERSIDE	224269	03/16/2015	00223307	SEMI ANNUAL TRAFFIC SIGNAL COSTS FOR 6 SHARED TRAFFIC SIGNALS	\$4,613.96

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13,573.08
CITY TRAFFIC ENGINEERS	224115	03/02/2015	REGISTR-3/14/15	3 ATTENDEES FOR 2015 TRAFFIC COMMISSIONERS WORKSHOP ON 3/14/15	\$120.00
Remit to: TUSTIN, CA					<u>FYTD:</u> \$120.00
CIVIL SOURCE, INC.	14530	03/16/2015	1041-358-1E	CONSULTANT PLAN CHECK SVCS	\$431.25
	14648	03/30/2015	1041-358-8	PLAN CHECK SERVICES/PA11-0007 (PM 35879)	\$8,050.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$31,597.05
CLAUSTRO, MICHELLE	224504	03/30/2015	R15-083198	AS REFUNDS-RABIES & S/N DEPOSITS	\$95.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$95.00
COBRA-28 NO. 4, LP	224325	03/16/2015	BL#23983-YR2015	REFUND OF OVERPAYMENT FOR BL#23983	\$62.24
Remit to: EL MONTE, CA					<u>FYTD:</u> \$62.24
COLONIAL SUPPLEMENTAL INSURANCE	224270	03/16/2015	7133069-0301510	SUPPLEMENTAL INSURANCE	\$6,371.98
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$52,530.50
COMMUNITY ASSISTANCE PROGRAM - CAP	14591	03/23/2015	OCT 2014	CAP FOOD PROGRAM-CDBG	\$5,277.13
		03/23/2015	DEC 2014	CAP FOOD PROGRAM-CDBG	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$21,992.33
COMMUNITY CONNECT	224116	03/02/2015	JAN 2015	211 CALL CENTER INFO & REFERRAL-CDBG	\$1,550.26
		03/02/2015	DEC 2014	211 CALL CENTER INFO & REFERRAL-CDBG	

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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>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,838.99
COMMUNITY HEALTH CHARITIES	224191	03/09/2015	2015-00000318	8725 - CH CHARITY	\$37.00
	224382	03/23/2015	2015-00000336	8725 - CH CHARITY	\$37.00
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$1,310.00
COMPETITIVE ASPHALT COATINGS, INC	224326	03/16/2015	BL#21123-YR2015	REFUND OF OVERPAYMENT FOR BL#21123	\$50.17
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$50.17
COMPETITIVE STRIDE	14432	03/02/2015	3258	SPORTS AWARDS SUPPLIES-BASKETBALL CLINIC	\$1,042.20
		03/02/2015	3287	SPORTS AWARDS SUPPLIES-BASKETBALL	
	14592	03/23/2015	3300	SPORTS AWARDS SUPPLIES-PEEWEE & JR SOCCER	\$876.96
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,998.86
CONCRETE ALLIANCE, INC	224437	03/23/2015	BL#27660-YR2015	REFUND OVERPAYMENT OF BL#27660	\$55.52
Remit to: PHILLIPS RANCH, CA					<u>FYTD:</u> \$55.52
CONTINUING EDUCATION OF THE BAR	224383	03/23/2015	10366982	BOOKS FOR THE LAW LIBRARY	\$207.62
	224461	03/30/2015	10375286	BOOKS FOR THE LAW LIBRARY	\$234.94
Remit to: OAKLAND, CA					<u>FYTD:</u> \$613.51
CONTRERAS, MARIA	224327	03/16/2015	1224759-60	TOWNGATE RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$175.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$175.00
CORDERO, JUVY	224438	03/23/2015	MVU 7011824-02	SOLAR INCENTIVE REBATE	\$9,443.00

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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$9,443.00
CORTES, FRANCES C	14593	03/23/2015	DEC-2014	INSTRUCTOR SERVICES-BELLY DANCING FOR FUN & FITNESS CLASS	\$157.50
		03/23/2015	FEB-2015	INSTRUCTOR SERVICES-BELLY DANCING FOR FUN & FITNESS CLASS	
Remit to: REDLANDS, CA					<b>FYTD:</b> \$487.40
COSTCO	224271	03/16/2015	21468	SNACK SUPPLIES FOR A CHILD'S PLACE	\$2,091.25
		03/16/2015	21480	SNACK SUPPLIES-COTTONWOOD GOLF COURSE	
	224462	03/30/2015	21467	SNACK SUPPLIES FOR SKATE PARK	\$610.22
		03/30/2015	21306	SNACK SUPPLIES FOR CAREER DEVT. SESSIONS	
		03/30/2015	21516	SNACK SUPPLIES FOR CAREER DEVT. SESSIONS	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$19,330.11
COUNTRY SQUIRE ESTATES	224272	03/16/2015	FEB 2015	UUT REIMB FOR FEB 2015	\$41.90
Remit to: ONTARIO, CA					<b>FYTD:</b> \$476.67
COUNTY OF RIVERSIDE	224192	03/09/2015	9990085000-1412	TRAFFIC MOTOR RADIO COMMUNICATIONS/PARTS/TECH SVCS FOR PD-DEC14	\$5,633.93
		03/09/2015	9990085000-1501	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-JAN15	
	224273	03/16/2015	1	COUNTY FEES - CYCLE 1 ATP CITYWIDE SRTS	\$2,260.00
	224384	03/23/2015	JAN 2015	MAP RECORDING FEES	\$50.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$493,139.67
COUNTY OF RIVERSIDE 1	224193	03/09/2015	PU0000003366	JANITORIAL SUPPLIES-SHERIFF STATION EXPLORERS	\$142.24
	224385	03/23/2015	PU0000003373	JANITORIAL SUPPLIES-SHERIFF STATION EXPLORERS	\$2,648.43

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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>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$12,017.08
COUNTY OF RIVERSIDE SHERIFF	14481	03/09/2015	SH0000025491	LAW ENFORCEMENT BP# 5-SPECIAL BILLING-DUI CKPOINT 10/24/14	\$240.90
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$26,585,597.65
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	224386	03/23/2015	NOV-14	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$18,366.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$134,326.74
CRUZ, ANNJANET	224328	03/16/2015	R15-080905	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$75.00
CRUZ, VERONICA	224439	03/23/2015	1225498	REFUND FOR READING RASCALS CLASS CANCELLED	\$98.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$98.00
CUNAMAY, DENISE	224440	03/23/2015	MVU 7012990-02	SOLAR INCENTIVE REBATE	\$11,036.45
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,036.45
CUTWATER INVESTOR SERVICES CORP	14433	03/02/2015	19693A	INVESTMENT MANAGEMENT SERVICES-JAN15	\$2,696.12
	14594	03/23/2015	19784A	INVESTMENT MANAGEMENT SERVICES-FEB15	\$2,699.09
Remit to: DENVER, CO					<u>FYTD:</u> \$7,365.86
D.R. HORTON - AMERICA'S BUILDER	224154	03/02/2015	B1500224/225	REFUND-PLANNING FEES OVERPAYMENT	\$996.00
Remit to: CORONA, CA					<u>FYTD:</u> \$996.00
DATA TICKET, INC.	14595	03/23/2015	57724	THIRD PARTY COLLECTIONS-CODE-OCT14	\$17,078.56

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DATA TICKET, INC.	14595	03/23/2015	57454	ADMIN CITATION PROCESSING-CODE (RED)-OCT14	\$17,078.56
		03/23/2015	58250	PARKING CITATION PROCESSING SVCS-NOV14	
		03/23/2015	58843	ADMIN CITATION PROCESSING-CODE (RED)-DEC14	
		03/23/2015	59533	ADMIN CITATION PROCESSING-CODE (RED)-JAN15	
		03/23/2015	59700	ADMIN CITATION PROCESSING-CODE-JAN15	
		03/23/2015	59700TPC	THIRD PARTY COLLECTIONS-CODE-JAN15	
		03/23/2015	58250TPC	THIRD PARTY COLLECTIONS-CODE-NOV14	
	14649	03/30/2015	60592TPC	THIRD PARTY COLLECTIONS-A/S-FEB15	\$6,143.95
		03/30/2015	59698	ADMIN CITATION PROCESSING-A/S-JAN15	
		03/30/2015	57274	ADMIN CITATION PROCESSING-PD-SEPT14	
		03/30/2015	59698TPC	THIRD PARTY COLLECTIONS-A/S-JAN15	
		03/30/2015	60592	ADMIN CITATION PROCESSING-A/S-FEB15	
		03/30/2015	60595	ADMIN CITATION PROCESSING-PD-FEB15	
		03/30/2015	58418	ADMIN CITATION PROCESSING-CODE-NOV14	
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$128,968.42</b>
DATAQUICK CORPORATE HEADQUARTERS	224387	03/23/2015	B1-2384077	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT-FEB15	\$130.50
Remit to: LOS ANGELES, CA					<b>FYTD: \$1,174.50</b>
DAVID TURCH & ASSOCIATES	224117	03/02/2015	DEC 2014	FEDERAL LEGISLATIVE CONSULTING SERVICES DEC. 1 - 31, 2014	\$4,166.67
Remit to: WASHINGTON, DC					<b>FYTD: \$29,166.69</b>
DEBRON GRAPHICS	14532	03/16/2015	FEB-2015	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$28.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$140.00</b>

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DELTA DENTAL OF CALIFORNIA	14533	03/16/2015	BE001094500	EMPLOYEE DENTAL INSURANCE-PPO	\$9,888.77
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$91,527.83
DELTACARE USA	224275	03/16/2015	BE001095576	EMPLOYEE DENTAL INSURANCE-HMO	\$4,827.39
Remit to: DALLAS, TX					<u>FYTD:</u> \$45,728.78
DENNIS GRUBB & ASSOCIATES, LLC	14534	03/16/2015	1300	PLAN REVIEW SERVICES 1/16-1/31/15	\$18,625.00
		03/16/2015	1301	PLAN REVIEW SERVICES 2/1-2/16/15	
		03/16/2015	1308	PLAN REVIEW SERVICES 2/16-2/28/15	
		03/16/2015	1297	PLAN REVIEW SERVICES 1/1-1/16/15	
		03/16/2015	1304	PLAN REVIEW SERVICES-T&M-ALDI DISTRIBUTION CTR	
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$149,615.00
DEPARTMENT OF ENVIRONMENTAL HEALTH	224276	03/16/2015	IN0215202 2/9/15	PENALTIES & LATE PAYMENT FEES-FAC# FA0014113	\$284.20
Remit to: Riverside , CA					<u>FYTD:</u> \$15,924.83
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY	224155	03/02/2015	CONF. REGISTR.	AMINAH MEARS-REGISTRATION FEE FOR CONFERENCE 4/7-4/10/15	\$350.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$350.00
DESIGN SPACE MODULAR BUILDINGS	224194	03/09/2015	888240-IN	TEMP. BUILDING - FIRE STATION NO. 48 REMODEL	\$891.06
Remit to: PASADENA, CA					<u>FYTD:</u> \$14,957.45
DFM ASSOCIATES	224118	03/02/2015	39267	2015 CA ELECTION CODE-LOOSE LEAF VERSION	\$108.00

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Remit to: IRVINE, CA					FYTD: \$108.00
DMS FACILITY SERVICES	14434	03/02/2015	RC-L103282	JANITORIAL SERVICES-CITY YARD-FEB15	\$22,041.76
		03/02/2015	RC-L103297	JANITORIAL SERVICES-COTTONWOOD GOLF CTR.-FEB15	
		03/02/2015	RC-L103295	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-FEB15	
		03/02/2015	RC-L103283	JANITORIAL SERVICES-CRC-FEB15	
		03/02/2015	RC-L103284	JANITORIAL SERVICES-EOC-FEB15	
		03/02/2015	RC-L103281	JANITORIAL SERVICES-CITY HALL-FEB15	
		03/02/2015	RC-L103292	JANITORIAL SERVICES-SENIOR CENTER-FEB15	
		03/02/2015	RC-L103289	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-FEB15	
		03/02/2015	RC-L103288	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-FEB15	
		03/02/2015	RC-L103287	JANITORIAL SERVICES-LIBRARY-FEB15	
		03/02/2015	RC-L103296	JANITORIAL SERVICES-TRANSP. TRAILER-FEB15	
	14482	03/09/2015	RC-L103290	JANITORIAL SERVICES-RAINBOW RIDGE-FEB15	\$2,594.96
		03/09/2015	RC-L103286	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-FEB15	
		03/09/2015	RC-L103299	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-FEB15	
		03/09/2015	RC-L103294	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-FEB15	
		03/09/2015	RC-L103293	JANITORIAL SERVICES-SUNNYMEAD MIDDLE THINK-FEB15	
		03/09/2015	RC-L103280	JANITORIAL SERVICES-ANNEX 1-FEB15	
		03/09/2015	RC-L103285	JANITORIAL SERVICES-EMP. RESOURCE CTR.-FEB15	
		03/09/2015	RC-L103298	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-FEB15	
	14535	03/16/2015	L37321	SPECIAL CLEANINGS FOR FEB. 8-19 EVENT RENTALS AT CRC	\$2,550.00
		03/16/2015	L37298	SPECIAL CLEANINGS FOR FEB. 1-7 EVENT RENTALS AT CRC	
		03/16/2015	L37190	SPECIAL CLEANINGS FOR JAN. EVENT RENTALS AT TOWNGATE COMM. CTR.	

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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>
DMS FACILITY SERVICES	14535	03/16/2015	L37189	SPECIAL CLEANINGS FOR JAN. 11-22 EVENT RENTALS AT CRC	\$2,550.00
		03/16/2015	L37191	SPECIAL CLEANINGS FOR JAN. 25-31 EVENT RENTALS AT CRC	
	14596	03/23/2015	RC-L103579	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-MAR15	\$24,188.65
		03/23/2015	RC-L103563	JANITORIAL SERVICES-CRC-MAR15	
		03/23/2015	RC-L103578	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-MAR15	
		03/23/2015	RC-L103577	JANITORIAL SERVICES-COTTONWOOD GOLF CTR.-MAR15	
		03/23/2015	RC-L103575	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-MAR15	
		03/23/2015	RC-L103565	JANITORIAL SERVICES-EMP. RESOURCE CTR.-MAR15	
		03/23/2015	L37300	CLEANING OF 1ST FLOOR CUBICLE PANELS AT CITY HALL	
		03/23/2015	RC-L103568	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-MAR15	
		03/23/2015	RC-L103560	JANITORIAL SERVICES-ANNEX 1-MAR15	
		03/23/2015	RC-L103567	JANITORIAL SERVICES-LIBRARY-MAR15	
		03/23/2015	RC-L103566	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-MAR15	
		03/23/2015	RC-L103576	JANITORIAL SERVICES-TRANSP. TRAILER-MAR15	
		03/23/2015	RC-L103561	JANITORIAL SERVICES-CITY HALL-MAR15	
		03/23/2015	RC-L103569	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-MAR15	
		03/23/2015	RC-L103572	JANITORIAL SERVICES-SENIOR CENTER-MAR15	
		03/23/2015	RC-L103562	JANITORIAL SERVICES-CITY YARD-MAR15	
		03/23/2015	RC-L103564	JANITORIAL SERVICES-EOC-MAR15	
		14650	03/30/2015	L37411	SPECIAL CLEANING FOR TOWNGATE EVENT RENTALS-FEB15
		03/30/2015	RC-L103573	JANITORIAL SERVICES-SUNNYMEAD MIDDLE THINK-MAR15	
		03/30/2015	RC-L103570	JANITORIAL SERVICES-RAINBOW RIDGE-MAR15	
		03/30/2015	RC-L103574	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-MAR15	

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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>
Remit to: MONROVIA, CA					<u>FYTD:</u> \$241,320.23
DOUBLE SHEN'S PROPERTY MANAGEMENT, LLC	224505	03/30/2015	BL#28948-49/YR15	REFUND OF OVERPAYMENT FOR BL#28948-28949	\$124.00
Remit to: HACIENDA HEIGHTS, CA					<u>FYTD:</u> \$124.00
DUVAL, ROBERTA	14651	03/30/2015	MAR-2015	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$191.20
Remit to: MENIFEE, CA					<u>FYTD:</u> \$1,316.00
E.R. BLOCK PLUMBING & HEATING, INC.	14435	03/02/2015	117480	BACKFLOW DEVICE TEST	\$340.00
		03/02/2015	117482	BACKFLOW DEVICE TEST-UTILITY FIELD OFFICE	
		03/02/2015	116961	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS-PARKS	
		03/02/2015	117263	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS-PARKS	
		03/02/2015	117483	BACKFLOW DEVICE TEST-FS#48	
	14483	03/09/2015	117481	BACKFLOW DEVICE TEST-PSB	\$40.00
	14652	03/30/2015	117703	BACKFLOW DEVICE TEST-FS#48	\$420.00
		03/30/2015	117514	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$26,144.96
EASTERN MUNICIPAL WATER DISTRICT	224119	03/02/2015	FEB-15 3/2/15	WATER CHARGES	\$8,933.37
		03/02/2015	JAN-15 3/2/15	WATER CHARGES	
	224195	03/09/2015	FEB-15 3/9/15	WATER CHARGES	\$18,439.11
	224388	03/23/2015	FEB-15 3/23/15	WATER CHARGES	\$17,276.71
		03/23/2015	MAR-15 3/23/15	WATER CHARGES	
	224464	03/30/2015	MAR-15 3/30/15	WATER CHARGES	\$9,923.00

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EASTERN MUNICIPAL WATER DISTRICT	224465	03/30/2015	WS20150000216	DEPOSIT FOR ENGINEERING REVIEW	\$500.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,302,838.68
EDGE, NOEL	224249	03/09/2015	1220509	REFUND FOR PEE WEE JUNIOR FLAG FOOTBALL MEDICAL REASONS	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.00
EDGELANE MOBILE HOME PARK	14536	03/16/2015	FEB 2015	UUT REIMB FOR FEB 2015	\$8.55
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$38.21
EDUARDO A GARCIA, JR MD	224506	03/30/2015	BL#10781-YR2015	REFUND OVERPAYMENT FOR BL#10781	\$61.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61.00
EMPIRE SHEET METAL, INC	224441	03/23/2015	BL#08691-YR2015	REFUND OVERPAYMENT OF BL#08691	\$43.50
Remit to: ONTARIO, CA					<u>FYTD:</u> \$43.50
ESGIL CORPORATION	14538	03/16/2015	01154141	PLAN CHECK SVCS-JAN15	\$3,294.48
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$24,966.63
EVANS ENGRAVING & AWARDS	14484	03/09/2015	22615-26	RETIREMENT PLAQUE-LARRY TRUITT	\$32.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,745.84
EWING IRRIGATION PRODUCTS	224389	03/23/2015	9282573	IRRIGATION PARTS & SUPPLIES-CONTRACT AREAS	\$1,024.11
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$20,177.42
EXCEL LANDSCAPE, INC	14485	03/09/2015	83300	LANDSCAPE MAINT-NPDES-FEB15	\$6,240.00

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Remit to: CORONA, CA					<u>FYTD:</u> \$61,280.01
EXCLUSIVE TOWING	224196	03/09/2015	6036	EVIDENCE TOW & STORAGE	\$1,428.00
		03/09/2015	6079	EVIDENCE TOW & STORAGE	
		03/09/2015	6034	EVIDENCE TOW & STORAGE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,428.00
FAIR HOUSING COUNCIL OF RIV CO, INC.	14654	03/30/2015	DEC 2014 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	\$7,891.51
		03/30/2015	JAN 2015 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	
		03/30/2015	FEB 2015 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$39,320.25
FALCON ENGINEERING SERVICES, INC.	14436	03/02/2015	2012-25REV2	CONSULTANT - SR/60 NASON	\$11,729.81
Remit to: CORONA, CA					<u>FYTD:</u> \$122,727.43
FAST SIGNS	224278	03/16/2015	70-34982	MAGNETS FOR CONSULTANT'S TRUCKS	\$420.12
		03/16/2015	70-13204	SHRED EVENT BANNER	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,115.19
FERNANDEZ & LAUBY LLP	224197	03/09/2015	99998-00835-EAF	LEGAL SERVICES-O. RODRIGUEZ CASE	\$600.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$600.00
FIERI, BRENDA	224507	03/30/2015	R15-080839	AS REFUNDS-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CORONA, CA					<u>FYTD:</u> \$75.00

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FIRST INDUSTRIAL REALTY TRUST	14437	03/02/2015	2532343	PROPERTY LEASE RENT-MV UTILITY-MAR15	\$515.00
	14655	03/30/2015	2536583	PROPERTY LEASE AGREEMENT-MV UTILITY-APR15	\$515.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$5,075.00
FITNESS 19	224390	03/23/2015	2015-00000337	8730 - GYM MEMBERSHIP*	\$94.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,117.50
FLETCHLINE, INC	224250	03/09/2015	BL#23795-YR2015	REFUND OF OVERPAYMENT FOR BL#23795	\$79.90
Remit to: SPRINGFIELD, TN					<u>FYTD:</u> \$79.90
FRANCHISE TAX BOARD	224198	03/09/2015	2015-00000319	1015 - GARNISHMENT - CREDITOR %*	\$356.66
	224391	03/23/2015	2015-00000338	1015 - GARNISHMENT - CREDITOR %*	\$356.66
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$13,877.89
FRANKLIN, L. C.	14656	03/30/2015	3/2-3/19/15	MILEAGE REIMBURSEMENT	\$202.98
	224199	03/09/2015	2/2-2/27/15	MILEAGE REIMBURSEMENT	\$242.65
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,720.80
FRED'S GLASS & MIRROR, INC.	224120	03/02/2015	0303	REPLACED FIRE ADMIN BROKEN WINDOW-PSB	\$1,600.88
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,474.93
FRIENDS OF THE MV SENIOR CENTER	14657	03/30/2015	2014-15-02	MOVAN PROGRAM NOV 2014-JAN 2015	\$6,822.89
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$26,000.20
FRITZ DUDA COMPANY	224329	03/16/2015	BL#02574-YR2015	REFUND OF OVERPAYMENT FOR BL#02574	\$115.94

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Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$115.94
FULL THROTTLE MUFFLER	224442	03/23/2015	BL#21546-YR2015	REFUND OVERPAYMENT OF BL#21546	\$71.92
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$71.92
G W SERVICES, LLC	224330	03/16/2015	BL#02891-YR2015	REFUND OF OVERPAYMENT FOR BL#02891	\$71.01
Remit to: VISTA, CA					<u>FYTD:</u> \$71.01
GALLS INC., INLAND UNIFORM	14658	03/30/2015	BC0138137	UNIFORMS FOR POP UNIT	\$257.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$5,807.22
GALVAN, TAMMY	224426	03/23/2015	3/30-4/3/15	TRAVEL PER DIEM & PARKING FEES-CAPE TRAINING SEMINAR	\$324.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$324.50
GANDHI, KAMLESH	224331	03/16/2015	CK#3528	REISSUE UNCLAIMED CK FOR UTILITY REFUND	\$91.89
Remit to: LAS VEGAS, NV					<u>FYTD:</u> \$91.89
GARDNER COMPANY, INC.	14486	03/09/2015	55550	HVAC OPTIMIZATION-FS#48	\$6,570.00
		03/09/2015	55551	HVAC OPTIMIZATION-FS#2	
		03/09/2015	55544	HVAC OPTIMIZATION-FS#91	
		03/09/2015	55549	HVAC OPTIMIZATION-FS#6	
		03/09/2015	55548	HVAC OPTIMIZATION-TOWNGATE	
		03/09/2015	55542	HVAC OPTIMIZATION-SENIOR CTR	
		03/09/2015	55543	HVAC OPTIMIZATION-LIBRARY	
		03/09/2015	55541	HVAC OPTIMIZATION-CITY YARD	
		03/09/2015	55547	HVAC OPTIMIZATION-MARCH FIELD PARK CC	

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GARDNER COMPANY, INC.	14486	03/09/2015	55546	HVAC OPTIMIZATION-FS#65	\$6,570.00
	14540	03/16/2015	55253	HVAC OPTIMIZATION-LIBRARY	\$5,260.00
		03/16/2015	55251	HVAC OPTIMIZATION-CITY YARD	
		03/16/2015	55256	HVAC OPTIMIZATION-TOWNGATE	
		03/16/2015	55252	HVAC OPTIMIZATION-SENIOR CTR	
		03/16/2015	55254	HVAC OPTIMIZATION-RED MAPLE	
		03/16/2015	55255	HVAC OPTIMIZATION-MARCH FIELD PARK CC	
	14597	03/23/2015	54871	HVAC REPAIRS-CITY YARD	\$1,333.56
		03/23/2015	54889	HVAC REPAIRS-CITY YARD	
		03/23/2015	54852	HVAC REPAIRS-ANIMAL SHELTER	
Remit to: MURRIETA, CA					<b>FYTD:</b> \$30,961.52
GENESIS SPORTS	14541	03/16/2015	FEB-2015	INSTRUCTOR SERVICES-GENESISHOOPS BASKETBALL TRAINING	\$589.20
	14659	03/30/2015	JAN-2015	INSTRUCTOR SERVICES-GENESIS HOOPS BASKETBALL TRAINING	\$940.20
		03/30/2015	MAR-2015	INSTRUCTOR SERVICES-GENESIS HOOPS BASKETBALL TRAINING	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$1,803.00
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	14438	03/02/2015	226768	LEGAL SVCS-BOND SAFEGUARD	\$607.50
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$7,261.77
GONZALEZ, ERLINDA	224332	03/16/2015	1224122	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$77.00
GOZDECKI, DAN	14542	03/16/2015	MAR-2015 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$351.00
		03/16/2015	MAR-2015 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,321.00
GRAMATA, JULIE	224251	03/09/2015	1222362	COTTONWOOD RENTAL CANCELLATION BALANCE ON ACCT	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
GRAVES & KING, LLP	224200	03/09/2015	1501-0009459-06	LEGAL SVCS-MV1329 (S. BOE)	\$2,570.81
	224392	03/23/2015	1410-0009633-03	LEGAL SERVICES-MV1438 (M. DUARTE)	\$134.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$44,998.94
GREENSTONE MATERIALS	224393	03/23/2015	23683	DISPOSAL OF ASPHALT & CONCRETE SPOILS	\$310.00
Remit to: SAN JUAN CAPISTRANO, CA					<u>FYTD:</u> \$682.00
GRIER, JOI	224508	03/30/2015	1229181	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
GUITRON, CATALINA	224156	03/02/2015	AC14154	REFUND-TAX LIENED (FTB) FOR ANIMAL CITATION	\$350.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$350.00
GUTIERREZ, ALICE	224252	03/09/2015	1222127	TOWNGATE RENTAL REFUND DEPOSIT AND CREDIT ON ACCT	\$299.00
Remit to: CHINO, CA					<u>FYTD:</u> \$299.00
GUTIERREZ, MELINA	224333	03/16/2015	MVU 7013439-03	SOLAR INCENTIVE REBATE	\$6,167.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,167.00
GUZMAN, YEMIN	224509	03/30/2015	MVU 7008311-06	SOLAR INCENTIVE REBATE	\$6,508.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,508.25

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GWATNEY, ELISA	224334	03/16/2015	1224310	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
HABITAT FOR HUMANITY RIVERSIDE	14598	03/23/2015	2/OCT-DEC 2014	HELPING HANDS PROGRAM-CDBG	\$585.30
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,123,918.51
HARDY & HARPER, INC.	14440	03/02/2015	41655	SPEED HUMP CONSTRUCTION	\$5,700.00
	14543	03/16/2015	41654	SPEED HUMPS CONSTRUCTION	\$22,800.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$59,850.00
HARRIS, PATRICE	224335	03/16/2015	1224104	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
HAUN, DORATHY	224122	03/02/2015	1-24-15	REIMBURSEMENT-KENNEL SUPPLIES PURCHASE	\$104.30
Remit to: NUEVO, CA					<u>FYTD:</u> \$104.30
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	224280	03/16/2015	0023455-IN	SALES TAX AUDIT SVCS	\$2,332.21
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$7,978.85
HEBERT, MARGARET	224157	03/02/2015	R15-082714	AS REFUND-OVERPMT ON LIC RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
HENSLEY, PATRICIA	224336	03/16/2015	R15-082875	AS REFUND-OVERPMT ON LIC RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
HERNANDEZ, YESENIA	224427	03/23/2015	3/9-3/12/15	TRAVEL PER DIEM-CNOA UNDERCOVER OPERATIONS TRNG.	\$454.00

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HERNANDEZ, YESENIA	224427	03/23/2015	REGISTR. REIMB.	REIMBURSEMENT FOR REGISTR. FEE PAID FOR CNOA UNDERCOVER OPS TRNG	\$454.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$454.00
HETHERMAN, ANTHONY CHRISTOPHER	14441	03/02/2015	3/10-3/14/15	TRAVEL PER DIEM-CPRS CONFERENCE	\$259.25
Remit to: TEMECULA, CA					<u>FYTD:</u> \$426.23
HILLTOP GEOTECHNICAL, INC.	14487	03/09/2015	14830	CONSULTANT - CACTUS AVE./VETERANS TO HEACOCK	\$2,284.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$9,080.50
HLP, INC.	14443	03/02/2015	10415	ANNUAL WEB LICENSE SERVICE FEE	\$3,840.00
	14661	03/30/2015	10463	WEB LICENSE MONTHLY SVC FEE	\$37.10
Remit to: LITTLETON, CO					<u>FYTD:</u> \$21,718.30
HOLLAND, ERIC	224144	03/02/2015	3/10-3/13/15	TRAVEL PER DIEM-CSAIA 2015 SPRING TRAINING	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$513.41
HONDA YAMAHA OF REDLANDS	14545	03/16/2015	49350	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,447.29
		03/16/2015	50686	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/16/2015	49895	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/16/2015	49912	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$24,357.23
HOPKINS, LISA	224443	03/23/2015	MVU 7013428-02	SOLAR INCENTIVE REBATE	\$10,647.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$10,647.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
HOWARD, CHAD	224428	03/23/2015	3/9-3/12/15	TRAVEL PER DIEM-CNOA UNDERCOVER OPERATIONS TRNG.	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$204.00
HR GREEN CALIFORNIA, INC	224201	03/09/2015	96489	CONSULTANT PLAN CHECK SVCS-DEC14	\$3,997.50
	224394	03/23/2015	97156	CONSULTANT PLAN CHECK SVCS	\$1,819.64
Remit to: CEDAR RAPIDS, IA					<u>FYTD:</u> \$5,817.14
HUNSAKER & ASSOCIATES IRVINE, INC	224123	03/02/2015	14080391	CONSULTANT - ANNUAL ADA COMPLIANT CURB	\$1,339.00
		03/02/2015	15010340	CONSULTANT - CYCLE 3 ANNUAL ADA CURB	
	224202	03/09/2015	15010136	CONSULTANT - ALESSANDRO MEDIAN/INDIAN TO PERRIS	\$2,369.00
		03/09/2015	15010277	CONSULTANT - CYCLE 1 CITYWIDE PAVEMENT	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$48,897.25
ICMA RETIREMENT CORP	14468	03/06/2015	2015-00000329	8030 - DEF COMP 457 - ICMA	\$9,173.84
	14576	03/20/2015	2015-00000349	8030 - DEF COMP 457 - ICMA	\$9,173.84
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$390,306.85
IES COMMERCIAL, INC	14488	03/09/2015	114227	BADGE READER FOR ELECTRONIC ENTRY-PSB	\$3,391.67
	14600	03/23/2015	114698	SIGNS & SIGNALS ROLL UP DOOR INSTALLATION-2 READERS-CITY YRD	\$6,627.60
		03/23/2015	114699	SALTO LOCK HOTSPOT-CITY HALL	
Remit to: TEMPE, AZ					<u>FYTD:</u> \$19,563.26
IH4 PROPERTY WEST, LP	224510	03/30/2015	BL#28927-29 YR15	REFUND OVERPAYMENT FOR BL#28927-28929	\$186.89
Remit to: CORONA, CA					<u>FYTD:</u> \$186.89

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IL SORRENTO MOBILE PARK	224124	03/02/2015	JAN/FEB 2015	UUT REFUND FOR	\$85.12
	224466	03/30/2015	FEB-MARC 2015	UUT REFUND FOR	\$84.81
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$935.83
INLAND BUILDING CONSTRUCTION CO., INC.	224281	03/16/2015	22992	DEDICATION PLAQUE-MV SUBSTATION	\$2,106.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$2,106.00
INLAND EMPIRE PROPERTY SERVICE, INC	14444	03/02/2015	2015-01	HAZARD ABATEMENT SVCS	\$5,187.00
		03/02/2015	2015-02	HAZARD ABATEMENT SVCS	
	14601	03/23/2015	2015-03	HAZARD ABATEMENT SVCS	\$2,451.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$60,153.61
INSIDE PLANTS, INC.	14546	03/16/2015	54459	INSIDE PLANTS MAINT SERVICE-MAR15	\$327.00
Remit to: CORONA, CA					<b>FYTD:</b> \$2,943.00
J K STONE & CONSTRUCTION, INC	224158	03/02/2015	BL#22625-YR2015	REFUND OF OVERPAYMENT FOR BL#22625	\$42.64
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$42.64
JACK HENRY & ASSOCIATES	224282	03/16/2015	1881302	PROFIT STARTS CHARGES-DEC14	\$789.85
		03/16/2015	1903800	PROFIT STARTS CHARGES-JAN15	
	224467	03/30/2015	1923953	PROFIT STARS CHARGES-FEB15	\$394.25
Remit to: MONETT, MO					<b>FYTD:</b> \$3,868.00
JDH CONTRACTING	14445	03/02/2015	021915-01	INSTALL 100' DITCH DRAIN-CRC	\$8,590.00
	14602	03/23/2015	031215-01	INSTALL ADA DRINKING FOUNTAINS AT SUNNYMEAD PARK	\$3,340.00

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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$138,854.20
JOE A. GONSALVES & SON	14446	03/02/2015	25078	LOBBYIST SERVICES-MAR15	\$3,045.00
	14662	03/30/2015	25146	LOBBYIST SERVICES-APR15	\$3,000.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$30,135.00
JOHNSON, RANDY	224511	03/30/2015	R15-083242	AS REFUNDS-RABIES & S/N DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
JOHNSON, TRACY	224395	03/23/2015	MAR-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$226.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,003.60
JONES, FRANCES	224337	03/16/2015	MVU 7013049-04	SOLAR INCENTIVE REBATE	\$8,376.91
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,376.91
JTB SUPPLY CO., INC.	14547	03/16/2015	98747	TRAFFIC SIGNAL EQUIPMENT & MAINT SUPPLIES	\$9,878.76
Remit to: ORANGE, CA					<u>FYTD:</u> \$62,891.64
JUANITAS MARKET	224159	03/02/2015	BL#14719-YR2015	REFUND OF OVERPAYMENT FOR BL#14719	\$54.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$54.36
JUSTICE #849	224253	03/09/2015	BL#03967-YR2015	REFUND OF OVERPAYMENT FOR BL#03967	\$62.00
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$62.00
KEEP AMERICA BEAUTIFUL, INC.	224283	03/16/2015	NSF15-0530-IN1	2015 KAB ANNUAL AFFILIATE DUES	\$350.00
Remit to: STAMFORD, CT					<u>FYTD:</u> \$350.00

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KIPLINGER LETTER, THE	224125	03/02/2015	2015 RENEWAL	SUBSCRIPTION RENEWAL-12 MONTHS	\$58.00
Remit to: HARLAN, IA					<u>FYTD:</u> \$58.00
KOA CORPORATION	224468	03/30/2015	JB44046x4	CONSULTANT - RECHE VISTA REALIGNMENT	\$19,156.00
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$52,225.68
KOSMONT COMPANIES	224126	03/02/2015	0004/JAN-15	ECONOMIC DEV'T. CONSULTING SVCS	\$7,790.60
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$37,587.98
LANCE, SOLL & LUNGHARD, LLP	14489	03/09/2015	13322	2014 SINGLE AUDIT	\$3,708.00
Remit to: BREYA, CA					<u>FYTD:</u> \$65,662.00
LATHAM & WATKINS, LLP	224469	03/30/2015	150101904	LEGAL SERVICES-PROJ# PA03-0106 (TR 31618)	\$2,189.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$7,417.38
LATITUDE GEOGRAPHICS	224396	03/23/2015	201500206	M & O EMERGENCY MGMT MOBILE APPS-FINAL MILESTONE	\$18,982.50
Remit to: VICTORIA, BC					<u>FYTD:</u> \$59,307.40
LAWN TECH EQUIPMENT	14663	03/30/2015	522369	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	\$101.79
		03/30/2015	526219	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	
		03/30/2015	519702	CREDIT INVOICE-PAYMENT APPLIED TO INV#519098	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,875.19
LAWYERS TITLE COMPANY	224397	03/23/2015	615600034	LENDERS POLICY ENDORSEMENT	\$280.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$280.00

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LE FEVER MATTSON PROPERTY MGMT	224512	03/30/2015	BL#10084-YR2015	REFUND OF OVERPAYMENT FOR BL#10084	\$83.40
Remit to: CITRUS HEIGHTS, CA					<u>FYTD:</u> \$83.40
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	224145	03/02/2015	REGISTR/MAR. 4-6	REGISTRATION FEES-C. RAMIREZ FOR 2015 PLANNING COMMISS. ACADEMY	\$525.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$32,261.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	224127	03/02/2015	3/9/15 GEN MTG	GENERAL MEETING ATTENDANCE-3 COUNCIL MEMBERS	\$75.00
	224285	03/16/2015	3-9-15 GEN MTG	GENERAL MEETING ATTENDANCE FOR 4 INDIVIDUALS	\$100.00
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$971.00
LEE, CHAD	224338	03/16/2015	R15-082290	AS REFUND-RABIES & S/N DEPOSIT	\$95.00
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$95.00
LEE, JERI	14490	03/09/2015	JAN-2015	INSTRUCTOR SERVICES-ZUMBA KIDS CLASS	\$96.00
		03/09/2015	FEB-2015	INSTRUCTOR SERVICES-ZUMBA KIDS CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$372.00
LEMON, ROBERT	224309	03/16/2015	3/25-3/27/15	TRAVEL PER DIEM-2015 PUBLIC WORKS OFFICERS INSTITUTE	\$177.50
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$177.50
LEWIS BRISBOIS BISGAARD & SMITH LLP	14491	03/09/2015	1442291	LEGAL SERVICES-A. NORTON CASE	\$159.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$478.50
LEXISNEXIS PRACTICE MGMT.	14603	03/23/2015	1502079264	LEGAL RESEARCH TOOLS-FEB15	\$1,180.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: LOS ANGELES, CA					FYTD: \$11,800.00
LIEBERT, CASSIDY, WHITMORE	224128	03/02/2015	1399371	LEGAL SVCS-MO140-00001	\$294.95
		03/02/2015	1/8/15 WORKSHOP	TRAINING FEES FOR 4 ATTENDEES	
		03/02/2015	1399373	LEGAL SVCS-MO140-00014	
	224205	03/09/2015	3/12/15 WORKSHOP	TRAINING FEES FOR 5 ATTENDEES	\$230.00
		03/09/2015	040715WORKSHOP	FEES FOR WORKSHOP	
Remit to: LOS ANGELES, CA					FYTD: \$215,892.72
LIM, JOHN	224339	03/16/2015	1224023	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					FYTD: \$77.00
LIMON, LORENA	224513	03/30/2015	1227922	REFUND FOR PICNIC SHELTER RENTAL #28098	\$64.00
Remit to: MORENO VALLEY, CA					FYTD: \$64.00
LLC, THE RAIDER IMAGE	224160	03/02/2015	ACCT 03273	DUPLICATE PAYMENT ON 14297507\14330409	\$81.80
Remit to: ALAEMDA, CA					FYTD: \$81.80
LOS JILBERTOS MORENO VALLEY, INC	224340	03/16/2015	BL#25207-YR2015	REFUND OF OVERPAYMENT FOR BL#25207	\$53.44
Remit to: MEAD VALLEY, CA					FYTD: \$53.44
LOWELL, BRIAN	224146	03/02/2015	3/4-3/6/15	TRAVEL PER DIEM & MILEAGE-2015 PLANNING COMMISSIONER ACADEMY	\$205.02
Remit to: MORENO VALLEY, CA					FYTD: \$205.02
LOZANO SMITH, LLP	224129	03/02/2015	30153	LEGAL SVCS-DEVELOPMENT AGREEMENT	\$2,369.91

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LOZANO SMITH, LLP	224129	03/02/2015	30152, 27317	GENERAL LEGAL MATTERS	\$2,369.91
Remit to: FRESNO, CA					<u>FYTD:</u> \$9,020.09
LOZANO, LUCY	224341	03/16/2015	1224301	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
LUNK, JUSTIN	224161	03/02/2015	1204129	TOWNGATE RENTAL REFUND DEPOSIT AND CREDIT ON ACCT	\$212.50
Remit to: VICTORVILLE, CA					<u>FYTD:</u> \$212.50
LYONS SECURITY SERVICE, INC	14492	03/09/2015	21741	SECURITY GUARD SVCS-CRC-FEB15	\$2,009.82
		03/09/2015	21745	SECURITY GUARD SVCS-SENIOR CTR-FEB15	
		03/09/2015	21744	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-FEB15	
	14548	03/16/2015	21742	SECURITY GUARD SVCS-LIBRARY-FEB15	\$2,477.22
		03/16/2015	21740	SECURITY GUARD SVCS-CITY HALL-FEB15	
		03/16/2015	21746	SECURITY GUARD SVCS-ELECTRIC UTILITY-FEB15	
	14604	03/23/2015	21743	SECURITY GUARD SVCS-TOWNGATE-FEB15	\$405.08
	14664	03/30/2015	21747	SECURITY GUARD SVCS-COTTONWOOD SPECIAL EVENTS	\$241.49
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$43,280.63
MAMCO, INC	224470	03/30/2015	RETENTION	CONSTRUCTION - DELPHINIUM AVE.	\$7,984.59
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$196,931.92
MANDELL MUNICIPAL COUNSELING	224130	03/02/2015	JAN 2015	LEGAL SERVICES RE: SPECIAL FINANCING DISTRICTS	\$1,025.00
	224398	03/23/2015	FEB 2015	LEGAL SERVICES RE: SPECIAL FINANCING DISTRICTS	\$1,325.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$14,125.00

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MARCH JOINT POWERS AUTHORITY	224399	03/23/2015	21815B	CONSULTANT - HEACOCK CHANNEL	\$3,693.20
		03/23/2015	21815A	CONSULTANT - HEACOCK CHANNEL	
	224471	03/30/2015	0034507	GAS CHARGES-MFPCC BLDG. 823-JAN15	\$18.54
		03/30/2015	0034511	GAS CHARGES-BLDG. 938-JAN15	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$156,809.75
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	14665	03/30/2015	67559	LANDSCAPE MAINT.-SENIOR CENTER-FEB15	\$16,963.08
		03/30/2015	67558	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-FEB15	
		03/30/2015	67561	LANDSCAPE MAINT.-CITY HALL-FEB15	
		03/30/2015	67564	LANDSCAPE MAINT.-ANNEX 1-FEB15	
		03/30/2015	67563	LANDSCAPE MAINT.-VETERANS MEMORIAL-FEB15	
		03/30/2015	67562	LANDSCAPE MAINT.-FIRE STATIONS-FEB15	
		03/30/2015	67560	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-FEB15	
		03/30/2015	67546	LANDSCAPE MAINT.-VANDENBERG TO FAY/AQUEDUCT BIKEWAY-FEB15	
		03/30/2015	67556	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-FEB15	
		03/30/2015	67547	LANDSCAPE MAINT.-NORTH AQUEDUCT-FEB15	
		03/30/2015	67557	LANDSCAPE MAINT.-LIBRARY-FEB15	
		03/30/2015	67549	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-FEB15	
		03/30/2015	67548	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-FEB15	
		03/30/2015	67551	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-FEB15	
		03/30/2015	67550	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-FEB15	
	03/30/2015	67544	LANDSCAPE MAINT.-BAY AVE. TO GRAHAM/AQUEDUCT BIKEWAY-FEB15		

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	14665	03/30/2015	67543	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-FEB15	\$16,963.08
		03/30/2015	67542	LANDSCAPE MAINT.-TOWNGATE COMM. CTR-FEB15	
		03/30/2015	67555	LANDSCAPE MAINT.-CRC-FEB15	
		03/30/2015	67545	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUEDUCT BIKEWAY-FEB15	
		03/30/2015	67553	LANDSCAPE MAINT.-ASES ADMIN BLDG.-FEB15	
		03/30/2015	67554	LANDSCAPE MAINT.-CITY YARD-FEB15	
		03/30/2015	67552	LANDSCAPE MAINT.-ANIMAL SHELTER-FEB15	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$442,548.14
MARQUEZ, LUISANA	224342	03/16/2015	1224099	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
MARTINEZ, VIRGINIA	224343	03/16/2015	R14-079790	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
MASONRY TEC/ I Q POWER TOOLS	224514	03/30/2015	BL#24038-YR2015	REFUND OVERPAYMENT FOR BL#24038	\$41.41
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$41.41
MC MARK PROPERTY MANAGEMENT, LLC	224515	03/30/2015	BL#28951-52/YR15	REFUND OF OVERPAYMENT FOR BL#28951-28952	\$124.00
Remit to: HACIENDA HEIGHTS, CA					<u>FYTD:</u> \$124.00
MCCAIN TRAFFIC SUPPLY	224131	03/02/2015	INV0188363	TRAFFIC SUPPLIES	\$11,169.35
Remit to: VISTA, CA					<u>FYTD:</u> \$239,498.77

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MCCORKELL, DAVID	224444	03/23/2015	MVU 7013712-02	SOLAR INCENTIVE REBATE	\$6,408.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,408.50
MCKNIGHT, SHAWN	224445	03/23/2015	MVU 7001300-13	SOLAR INCENTIVE REBATE	\$8,823.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,823.50
MEARS, AMINAH	224132	03/02/2015	WINTER 2015	TUITION REIMBURSEMENT	\$660.00
	224496	03/30/2015	4/7-4/10/15	TRAVEL PER DIEM & MILEAGE-USED OIL/HHW 2015 TRAINING & CONF-L.A.	\$315.09
Remit to: FONTANA, CA					<u>FYTD:</u> \$3,135.09
MEEKS, DANIEL	14549	03/16/2015	021915 / 022615	SPORTS OFFICIATING SERVICES-SOFTBALL	\$147.00
		03/16/2015	030815	SPORTS OFFICIATING SERVICES-SOFTBALL	
	14606	03/23/2015	030515	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
	14666	03/30/2015	031215	SPORTS OFFICIATING SERVICES-SOFTBALL	\$210.00
		03/30/2015	031915	SPORTS OFFICIATING SERVICES-SOFTBALL	
		03/30/2015	032215	SPORTS OFFICIATING SERVICES-SOFTBALL	
	03/30/2015	031515	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					<u>FYTD:</u> \$2,877.00
MENGISTU, YESHIALEM	14667	03/30/2015	3/2-3/20/15	MILEAGE REIMBURSEMENT	\$152.95
	224206	03/09/2015	2/2-2/27/15	MILEAGE REIMBURSEMENT	\$200.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,177.93
MERCHANTS LANDSCAPE SERVICES INC	14494	03/09/2015	44702	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06, & 07-JAN15	\$22,190.16
		03/09/2015	44703	LANDSCAPE MAINT.-ZONES SD LMD ZN 03 & 03A-JAN15	

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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>
MERCHANTS LANDSCAPE SERVICES INC	14494	03/09/2015	44871	IRRIGATION REPAIRS-SD LMD ZN 05 & 06-JAN15	\$22,190.16
		03/09/2015	44872	IRRIGATION REPAIRS-SD LMD ZN 03-JAN15	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$214,643.48
MEYERS, NAVE, RIBACK, SILVER & WILSON	224133	03/02/2015	2015010274	LEGAL SERVICES-JAN15	\$5,116.01
	224472	03/30/2015	2015010275	LEGAL SERVICES-JAN 2015-SUCCESSOR AGENCY	\$2,807.50
Remit to: OAKLAND, CA					<u>FYTD:</u> \$70,433.28
MICHAEL MCCABE RENTAL PROPERTY	224344	03/16/2015	BL#24186-YR2015	REFUND OF OVERPAYMENT FOR BL#24186	\$62.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
MIRACLE RECREATION EQUIPMENT	14550	03/16/2015	759383	PLAYGROUND EQUIPMENT PARTS-VISTA LOMAS PARK	\$797.67
Remit to: DALLAS, TX					<u>FYTD:</u> \$3,447.41
MOLINA, JESSE L.	224232	03/09/2015	REIMB.-1/16/15	REIMBURSE TAXI COST DURING LCC NEW MAYORS & COUNCIL MBRS ACADEMY	\$131.50
		03/09/2015	3/13-3/14/15	TRAVEL PER DIEM-CPRS CONFERENCE (AWARD ACCEPTANCE-LASSELLE PARK)	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$522.50
MONTGOMERY PLUMBING INC	224400	03/23/2015	022415	ANIMAL SHELTER-CLEAR MAIN LINE WITH POWER SNAKE	\$175.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$56,762.50
MOORE, ROBERT	224446	03/23/2015	15019124	NON BILLABLE CITATION	\$32.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32.00
MORALES, MARIA	224447	03/23/2015	MVU 7011012-02	SOLAR INCENTIVE REBATE	\$6,977.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,977.25
MORALES, THOMAS	224162	03/02/2015	15023221	APPEAL GRANTED FOR 15023221	\$31.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$31.00
MORENO VALLEY BLACK CHAMBER OF COMMERCE	224286	03/16/2015	14100-63	CORPORATE PARTNER ANNUAL MEMBERSHIP 2014-2015	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	14470	03/06/2015	2015-00000331	8710 - MVCEA EMPLOYEE DUES	\$1,250.50
	14578	03/20/2015	2015-00000351	8710 - MVCEA EMPLOYEE DUES	\$1,245.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$23,942.50
MORENO VALLEY HISPANIC CHAMBER OF COMMER	224287	03/16/2015	12/19/14 INV.	PLATINUM CORPORATE SPONSORSHIP	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,140.00
MORENO VALLEY IMAGING	224163	03/02/2015	BL#16207-YR2015	REFUND OF OVERPAYMENT FOR BL#16207	\$100.00
Remit to: BIG BEAR LAKE, CA					<u>FYTD:</u> \$100.00
MORENO VALLEY MANAGEMENT ASSOCIATION	14495	03/09/2015	2015-00000320	8705 - MVMA EMPLOYEE DUES	\$660.00
	14607	03/23/2015	2015-00000339	8705 - MVMA EMPLOYEE DUES	\$660.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,410.00

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MORENO VALLEY UNIFIED SCHOOL DISTRICT	224288	03/16/2015	OVERPAYMENT	REFUND OVERPYAMENT FALSE ALARM	\$32.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,552.00
MORENO VALLEY WASH HOUSE	224345	03/16/2015	BL#16740-YR2015	REFUND OF OVERPAYMENT FOR BL#16740	\$96.40
Remit to: ONTARIO, CA					<u>FYTD:</u> \$96.40
MOSLEY, DANTE	224346	03/16/2015	1224110	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
MOSS BROS CHRYSLER, JEEP, DODGE MV	14668	03/30/2015	CONTRACT 42821	SMART CAR 2014-VIN:WMEEJ3EA8EK760555	\$23,030.48
		03/30/2015	CONTRACT 43240	SMART CAR 2012 VIN # WMEEJ3BA7CK557637	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$23,030.48
MPN - 14, LTD	224347	03/16/2015	BL#23159-2015	REFUND OF OVERPAYMENT FOR BL#23159	\$68.73
Remit to: EL MONTE, CA					<u>FYTD:</u> \$68.73
MULLAN, MARJORIE	224164	03/02/2015	R15-082692	AS REFUND-RESCUE ADOPT & S/N DEPOSIT	\$85.00
Remit to: WILLITS, CA					<u>FYTD:</u> \$85.00
MUNICIPAL HOUSING SOLUTIONS	14669	03/30/2015	MHS-02	CONSULTING SVCS TO REVIEW AFFORDABLE HSG PROGRAMS	\$8,645.00
	224181	03/02/2015	MHS-01	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$5,535.00
Remit to: AZUSA, CA					<u>FYTD:</u> \$14,180.00
MURPHY, CATHY	224165	03/02/2015	R14-079239	AS REFUND-RABIES DEPOSIT	\$20.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
N X UTILITIES, LLC	224166	03/02/2015	BL#25964-YR2015	REFUND OF OVERPAYMENT FOR BL#25964	\$86.13
Remit to: KING OF PRUSSIA, PA					<u>FYTD:</u> \$86.13
N.E.A.D., INC	224473	03/30/2015	1154	MY CITY MOBILE APP MONTHLY MAINT FEE-APR-JUN 2015	\$1,500.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$9,935.00
NAJWA SADIK RENTAL PROPERTY	224348	03/16/2015	BL#22960-YR2015	REFUND OF OVERPAYMENT FOR BL#22960	\$62.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$62.00
NAMEKATA, DOUGLAS	224401	03/23/2015	MAR-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$213.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,265.80
NAMEKATA, JAMES	224402	03/23/2015	MAR-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$213.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,990.60
NATIONWIDE RETIREMENT SOLUTIONS CP	14473	03/06/2015	2015-00000334	8020 - DEF COMP PST - NATIONWIDE	\$2,081.08
	14581	03/20/2015	2015-00000354	8020 - DEF COMP PST - NATIONWIDE	\$1,912.88
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$679,406.73
NBS GOVERNMENT FINANCE GROUP	14608	03/23/2015	115000228	2015 COMPREHENSIVE FEE STUDY SERVICES-FEB 2015	\$1,440.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$42,520.00
NEW HORIZON MOBILE HOME PARK	14551	03/16/2015	FEB 2015	UUT REIMB	\$20.34

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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>
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$130.56
NEW IMAGE COMMERCIAL FLOORING	224290	03/16/2015	14004	RE-CARPETING OF FIRE STATION #2	\$22,545.06
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$33,835.60
NEXLEVEL INFORMATION TECHNOLOGY, INC	224474	03/30/2015	20150226	CONSULTANT REVIEW OF EXISTING DEV. SERVICES BUSINESS PROCESSES	\$3,825.00
Remit to: CARMICHAEL, CA					<u>FYTD:</u> \$40,575.00
NGUYEN, QUANG	14670	03/30/2015	JAN-FEB 2015	MILEAGE REIMBURSEMENT	\$159.85
Remit to: BUENA PARK, CA					<u>FYTD:</u> \$781.45
NICOLIS, ERNEST	224167	03/02/2015	1204115	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
NIETO, CINDIE	224168	03/02/2015	1219072	REFUND CLASS CANCELLED	\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.00
NOBLE AMERICAS ENERGY SOLUTIONS	14447	03/02/2015	619707	WHOLESALE POWER DEC 2014-RESOURCE ADEQUACY	\$22,850.01
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$3,656,235.49
OFFICE MAX #1381	224169	03/02/2015	BL#18873-YR2015	REFUND OF OVERPAYMENT FOR BL#18873	\$62.00
Remit to: BOCA RATON, FL					<u>FYTD:</u> \$62.00
ORILLOS, MARIA	224349	03/16/2015	MVU 7013369-02	SOLAR INCENTIVE REBATE	\$7,551.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,551.25

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OROZCO, JANELLE	224254	03/09/2015	1221386	REFUND ON RENTAL CONTRACT #27829	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
ORROCK, POPKA, FORTINO & BRISLIN	14610	03/23/2015	90-037M STMT 22	LEGAL DEFENSE COSTS-O. RODRIGUEZ V. CITY CASE	\$16,163.10
		03/23/2015	90-041M STMT 13	LEGAL DEFENSE COSTS-M. DAVIS V. CITY CASE	
		03/23/2015	90-040M STMT 16	LEGAL DEFENSE COSTS-WALDEN ENVIRONMENT V. CITY CASE	
		03/23/2015	90-039M STMT 14	LEGAL DEFENSE COSTS-M. MOSLEY V. CITY CASE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$103,875.32
ORTIZ, MARIA	224448	03/23/2015	MVU 7010880-02	SOLAR INCENTIVE REBATE	\$13,415.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,415.50
OSBORN, MIA	224350	03/16/2015	R14-077298	AS REFUND-RABIES & S/N DEPOSIT	\$95.00
Remit to: FONTANA, CA					<u>FYTD:</u> \$95.00
OTHMAN, SALIM	224351	03/16/2015	1223926	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
OVERLAND PACIFIC & CUTLER, INC.	14611	03/23/2015	1501035	CONSULTANT - NASON/CACTUS TO FIR	\$3,150.00
	14671	03/30/2015	1502031	CONSULTANT - NASON/CACTUS TO FIR	\$2,520.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$37,362.50
PACIFIC ALARM SERVICE, INC	14552	03/16/2015	R 110174	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION-MAR15	\$244.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$2,196.00

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PACIFIC DEVELOPMENT VENTURES LLC	224170	03/02/2015	REFUND	REFUND DEPOSIT ACCOUNT BALANCE & EMWD FEES-LASSELLE SPORTS PARK	\$7,744.09
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$7,744.09
PACIFIC ENERGY ADVISORS, INC	224291	03/16/2015	PEA-MVU-02-2015	CONSULTING SERVICES RE: MVU 10-YEAR RESOURCE PLAN	\$2,425.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$37,671.00
PACIFIC TELEMAGEMENT SERVICES	14672	03/30/2015	720545	PAYPHONE SERVICES	\$626.40
		03/30/2015	728573	PAYPHONE SERVICES	
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$3,132.00
PAINTING BY ZEB BODE	14497	03/09/2015	030415	POWER WASH/PATCH/SEAL/PAINT WALL-CRC KITCHEN ENTRANCE DRIVEWAY	\$4,100.00
Remit to: NORCO, CA					<u>FYTD:</u> \$27,187.79
PALOMINO, ROXANA	224352	03/16/2015	MVU 7009175-03	SOLAR INCENTIVE REBATE	\$7,297.75
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,297.75
PARENT, NADINE	224516	03/30/2015	R15-083789	AS REFUNDS-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
PARSONS BRINCKERHOFF, INC	14553	03/16/2015	AR 582719	CONSULTANT - PERRIS/IRONWOOD TO MANZANITA	\$18,240.00
	14673	03/30/2015	AR 583403	CONSULTANT - SUNNYMEAD MDP LINE F & F-7	\$12,955.64
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$357,535.33
PARTNERS IN DIVERSITY, INC.	14448	03/02/2015	20602	TEMPORARY STAFF SERVICES	\$811.79
	14499	03/09/2015	20697	TEMP SERVICES - TRANSPORTATION INFRASTRUCTURE	\$1,273.74

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PARTNERS IN DIVERSITY, INC.	14499	03/09/2015	20650	TEMP SERVICES - TRANSPORTATION INFRASTRUCTURE	\$1,273.74
	14612	03/23/2015	20794	TEMP SERVICES - TRANSPORTATION	\$1,408.29
		03/23/2015	20743	TEMP SERVICES - TRANSPORTATION	
Remit to: MINNEAPOLIS, MN					<u>FYTD:</u> \$17,083.38
PEDLEY SQUARE VETERINARY CLINIC	14500	03/09/2015	JAN-2015	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$10,119.90
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$83,428.88
PELAYO, HILDA	224353	03/16/2015	1224101	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
PEREZ, GABRIELA	224517	03/30/2015	R15-080648	AS REFUNDS-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
PEREZ, YVONNE	224354	03/16/2015	1224679	REFUND FOR PEE WEE JR FLAG FOOTBALL	\$62.00
	224355	03/16/2015	1224287	REFUND FOR FLAG FOOTBALL	\$63.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
PERS LONG TERM CARE PROGRAM	224207	03/09/2015	2015-00000321	4720 - PERS LONG TERM CARE	\$446.65
	224403	03/23/2015	2015-00000340	4720 - PERS LONG TERM CARE	\$446.65
Remit to: PASADENA, CA					<u>FYTD:</u> \$8,594.17
PERS RETIREMENT	14517	03/13/2015	P150213b	PERS RETIREMENT - PEPRA FINAL	\$13,102.29
	14519	03/13/2015	P150227P	PERS RETIREMENT DEPOSIT - PEPRA	\$6,132.99
	14641	03/27/2015	P150227a	PERS RETIREMENT - CLASSIC FINAL	\$771.89

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PERS RETIREMENT	14642	03/27/2015	P150227b	PERS RETIREMENT - PEPRA FINAL	\$11,658.28
	14644	03/27/2015	P150313P	PERS RETIREMENT DEPOSIT - PEPRA	\$5,912.87
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$5,156,425.27
PETTY CASH - FINANCE	224429	03/23/2015	FEBRUARY 2015	PETTY CASH FUND REPLENISHMENT	\$814.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,037.35
PIONEER CREDIT RECOVERY, INC	224208	03/09/2015	2015-00000322	1015 - GARNISHMENT - CREDITOR %	\$223.79
	224404	03/23/2015	2015-00000341	1015 - GARNISHMENT - CREDITOR %	\$223.92
Remit to: ARCADE, NY					<u>FYTD:</u> \$4,163.41
PIOTROWSKI, DOMINIC	224356	03/16/2015	1224112	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
PIP PRINTING	14501	03/09/2015	55630	FOLD & INSERT BUSINESS LICENSE RENEWAL 2ND NOTICE	\$189.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,325.31
PIZZA HUT #30639	224255	03/09/2015	BL#28400-YR2015	REFUND OF OVERPAYMENT FOR BL#28400	\$83.73
Remit to: NIXA, MO					<u>FYTD:</u> \$83.73
PLAZA TOWING, INC	224292	03/16/2015	133979	EVIDENCE TOWING & STORAGE FOR MVPD	\$255.00
Remit to: INDIO, CA					<u>FYTD:</u> \$255.00
POSITIVE YOUNG PEOPLE, INC.	224405	03/23/2015	JANUARY 2015	CDBG REIMBURSEMENT	\$301.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,355.55
PRECISION SET-UP CONCRETE	224171	03/02/2015	BL#27599-YR2015	REFUND OF OVERPAYMENT FOR BL#27599	\$45.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: TEMECULA, CA					<u>FYTD:</u> \$45.00
PREMIER HOME PAINTING, INC	224256	03/09/2015	BL#20758-YR2015	REFUND OF OVERPAYMENT FOR BL#20758	\$141.44
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$141.44
PROACTIVE ENGINEERING CONSULTANTS, INC.	14554	03/16/2015	2565	CONSULTANT - JFK IMPROVEMENTS	\$20,747.57
	14674	03/30/2015	2564	CONSULTANT - ELSWORTH/SHERMAN	\$15,085.00
Remit to: CORONA, CA					<u>FYTD:</u> \$282,254.64
PROFESSIONAL COMMUNICATIONS NETWORK PCN	224406	03/23/2015	150300387	LIVE ANSWERING SERVICE FOR TOW PROGRAM	\$540.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,608.50
PRUITT, CHERYL	14675	03/30/2015	MAR-2015	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$81.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$197.40
PSOMAS	224209	03/09/2015	103924	CONSULTANT - ALESSANDRO/ELSWORTH	\$11,342.01
	224475	03/30/2015	103372	CONSULTANT - SR-60 NASON OC	\$1,542.54
	224518	03/30/2015	BL#28880-YR2015	REFUND OVERPAYMENT FOR BL#28880	\$1,878.70
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$82,790.60
PW ENHANCEMENT CENTER	14555	03/16/2015	3 - 2/12/15	CDBG REIMBURSEMENT-COMMUNITY EMERGENCY OUTREACH PROGRAM	\$3,350.66
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,241.76
RAMIREZ, CARLOS	224147	03/02/2015	3/4-3/6/15	TRAVEL PER DIEM-2015 PLANNING COMMISSIONER ACADEMY	\$142.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
RAMIREZ, CARLOS	224357	03/16/2015	1224120	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$142.00
RAMOS, ROBERTO	14615	03/23/2015	MAR-2015	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$1,110.20
		03/23/2015	FEB-2015	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,409.00
RBF CONSULTING, INC.	14616	03/23/2015	902259	CONSULTANT - NASON/CACTUS TO FIR	\$10,464.82
Remit to: IRVINE, CA					<u>FYTD:</u> \$161,545.12
REGALADO, BLANCA E	14617	03/23/2015	FEB-2015	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$297.00
	14676	03/30/2015	MAR-2015	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$330.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,670.00
REILLY WORKPLACE INVESTIGATIONS	224293	03/16/2015	00471	INVESTIGATION SERVICES	\$13,000.00
Remit to: ENCINITAS, CA					<u>FYTD:</u> \$13,000.00
REILLY, MATTHEW	224310	03/16/2015	REIMB.-3/6/15	REIMBURSEMENT FOR CUPCAKES FOR PD VOLUNTEER APPRECIATION DINNER	\$101.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$205.36
REINERTSON, ADRIA	224233	03/09/2015	3/15-3/20/15	TRAVEL PER DIEM & MILEAGE-CALIF. FIRE PREV. INSTITUTE TRAINING	\$594.15
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$594.15
RENTERIA, HENRIETTA	224358	03/16/2015	R15-083157	AS REFUND-DISC ON MICROCHIP PER RG	\$16.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$16.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	14556	03/16/2015	11510728	LINENS RENTAL FOR CRC BANQUET ROOM	\$143.87
		03/16/2015	11504150	LINENS RENTAL FOR CRC BANQUET ROOM	
		03/16/2015	S436901	LINENS FOR SPECIAL EVENTS AT CRC	
	14618	03/23/2015	S440036	LINENS FOR SPECIAL EVENTS AT CRC	\$72.38
		03/23/2015	11516701	LINENS RENTAL FOR CRC BANQUET ROOM	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,896.83
REYES, JULIE	224134	03/02/2015	WINTER 2014/2015	TUITION REIMBURSEMENT	\$1,500.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,577.04
REYES, MARTHA	224519	03/30/2015	1229192	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
REYES, RICHARD	224430	03/23/2015	3/9-3/12/15	TRAVEL PER DIEM-CNOA UNDERCOVER OPERATIONS TRNG.	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$204.00
RICHARD HEATH AND ASSOCIATES	14619	03/23/2015	MV-1502	ENERGY EFFICIENCY AUDITS/SERVICES FOR MV UTILITY-FEB, 2015	\$1,195.00
Remit to: FRESNO, CA					<u>FYTD:</u> \$2,395.00
RICK ENGINEERING COMPANY	224359	03/16/2015	BL#05663-YR2015	REFUND OF OVERPAYMENT FOR BL#05663	\$90.48
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$90.48
RICK ENGINEERING COMPANY	14449	03/02/2015	40950	CONSULTANT - PERRIS WIDENING/IRONWOOD TO MANZANITA	\$2,055.00

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RICK ENGINEERING COMPANY	14557	03/16/2015	41285	CONSULTANT - CYCLE 3 PEDESTRIAN	\$190.00
		03/16/2015	41286	CONSULTANT - CYCLE 4 PEDESTRIAN	
	14677	03/30/2015	41284	CONSULTANT - PERRIS WIDENING/IRONWOOD TO MANZANITA	\$3,015.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$52,265.00
RIGHTWAY SITE SERVICES, INC.	224210	03/09/2015	61423	PORTABLE RESTROOM/SVC-PSB CAR WASH AREA	\$227.80
		03/09/2015	63220	PORTABLE RESTROOM/SVC-PSB CAR WASH AREA	
	224294	03/16/2015	63414	PORTABLE RESTROOMS/SVC.-MARCH MIDDLE SCHOOL	\$591.70
		03/16/2015	63413	PORTABLE RESTROOMS/SVC.-EQUESTRIAN CENTER	
	224407	03/16/2015	63412	PORTABLE RESTROOM/SVC.-COTTONWOOD GOLF COURSE	
		03/23/2015	63496	PORTABLE RESTROOM REPAIR.-MARCH MIDDLE SCHOOL	\$26.42
224476	03/30/2015	64987	PORTABLE RESTROOM/SVC-PSB CAR WASH AREA	\$113.90	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$7,054.80
RISING STARS BUSINESS ACADEMY	224455	03/23/2015	1	CDBG REIMBURSEMENT-RSBA VOCATIONAL TRAINING PROGRAM	\$3,794.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,794.00
RITTER, DEIRDRE	224431	03/23/2015	3/9-3/12/15	TRAVEL PER DIEM-CNOA UNDERCOVER OPERATIONS TRNG.	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$204.00
RIVERSIDE AREA RAPE CRISIS CENTER	224135	03/02/2015	SEPTEMBER 2014	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	\$2,854.34
		03/02/2015	OCTOBER 2014	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		03/02/2015	JULY 2014	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		03/02/2015	AUGUST 2014	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	

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RIVERSIDE AREA RAPE CRISIS CENTER	224477	03/30/2015	DEC 2014	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	\$2,049.43
		03/30/2015	NOV 2014	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		03/30/2015	JAN 2015	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13,465.77
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	224295	03/16/2015	IN0221331	ENVIRONMENTAL HEALTH PERMIT-BETHUNE PARK	\$462.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$878.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	224212	03/09/2015	9990170000-1501	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-JAN15	\$28.98
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$144.90
RIVERSIDE COUNTY OFFICE OF EDUCATION	224148	03/02/2015	3/19/15 EVENT	J. GIBA/D. L. JEMPSON-REGISTR. FOR STATE OF EDUC. ADDRESS/LUNCH	\$98.00
	224311	03/16/2015	REGISTR.-3/19/15	R. SANDZIMIER-REGISTRATION FOR STATE OF EDUCATION ADDRESS	\$49.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$245.00
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	224213	03/09/2015	2015-00000323	1015 - GARNISHMENT - CREDITOR %	\$250.00
	224408	03/23/2015	2015-00000342	1015 - GARNISHMENT - CREDITOR %	\$250.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,100.93
RIVERSIDE MEDICAL CLINIC	224136	03/02/2015	E531656	FLU SHOTS	\$840.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$840.00

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RJN INVESTIGATIONS, INC	14450	03/02/2015	037674	INVESTIGATION SERVICES	\$750.95
	14559	03/16/2015	038109	INVESTIGATION SERVICES	\$1,125.60
Remit to: TUSTIN, CA					<u>FYTD:</u> \$5,888.80
ROBERTSON, ANTOINETTE	224360	03/16/2015	1222890	REFUND YOUTH FLAG PROGRAM STUDENT DROPPED PROGRAM	\$61.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61.60
ROBINSON, JACK	224296	03/16/2015	FEB-2015	INSTRUCTOR SERVICES-TENNIS CLASSES/ADULT & BEG. JUNIOR	\$190.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$985.50
ROBINSON, SHAR	224361	03/16/2015	1223880	REFUND FOR SUMMER FLAG FOOTBALL	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
ROCK TENN CONVERTING COMPANY	224362	03/16/2015	BL#27952-YR2015	REFUND OF OVERPAYMENT FOR BL#27952	\$88.72
Remit to: NORCROSS, GA					<u>FYTD:</u> \$88.72
ROMAN TINT, INC	224137	03/02/2015	760	TINTING OF EAST & SOUTH FACING WINDOWS AT PSB	\$1,018.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$1,018.00
ROUND 1 BOWLING AND AMUSEMENT	224257	03/09/2015	BL#25063-YR2015	REFUND OF OVERPAYMENT FOR BL#25063	\$3,208.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,208.11
RSBITE	224258	03/09/2015	02022015-01	JOB ANNOUNCEMENT FOR SENIOR ENGINEER IN FEB NEWSLETTER & WEBSITE	\$199.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$199.00

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SAFEWAY SIGN CO.	14451	03/02/2015	1075	TRAFFIC SIGNS, POSTS, HARDWARE	\$3,001.32
		03/02/2015	1049	TRAFFIC SIGNS, POSTS, HARDWARE	
Remit to: ADELANTO, CA					<u>FYTD:</u> \$38,818.56
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	14452	03/02/2015	74758	FIRE EXTINGUISHER INSPECTION SERVICE-SUNNYMEAD MIDDLE ASES	\$174.30
		03/02/2015	74761	FIRE EXTINGUISHER INSPECTION SERVICE-STARS BLDG. #823	
		03/02/2015	74762	FIRE EXTINGUISHER INSPECTION SERVICE-RAINBOW RIDGE CHILDCARE	
		03/02/2015	74841	FIRE EXTINGUISHER INSPECTION SERVICE-ARMADA ELEMENTARY PORTABLE	
		03/02/2015	74744	FIRE EXTINGUISHER PURCHASE & INSPECTION SERVICE-ANNEX 1	
		03/02/2015	74768	FIRE EXTINGUISHER INSPECTION SERVICE-CREEKSIDE ELEM. PORTABLE	
		03/02/2015	74767	FIRE EXTINGUISHER INSPECTION SERVICE-SUNNYMEAD ELEM. PORTABLE	
		03/02/2015	74763	FIRE EXTINGUISHER INSPECTION SERVICE-RED MAPLE PORTABLE	
	14620	03/23/2015	74752	FIRE EXTINGUISHER INSPECTION SERVICE-EMP. RESOURCE CTR.	\$22.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$4,636.70
SAN BERNARDINO COUNTY SHERIFF'S DEPT	14502	03/09/2015	REGISTR/FEB23-27	REG. FEES FOR 3 OFFICERS FOR BLOODSTAIN PATTERN ANALYSIS COURSE	\$1,485.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$1,485.00
SANSEI	224363	03/16/2015	BL#14146-YR2015	REFUND OF OVERPAYMENT FOR BL#14146	\$64.40
Remit to: RANCHO PALOS VERDES, CA					<u>FYTD:</u> \$64.40
SAUCEDA, ROSANNA	224364	03/16/2015	1224124	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$77.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
SCHAFFER, TAMMY	224449	03/23/2015	MVU 7011790-02	SOLAR INCENTIVE REBATE	\$7,989.67
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,989.67
SCHIEFELBEIN, LORI C.	224297	03/16/2015	FEB 2015	CONSULTANT SERVICES-ROTATIONAL TOW PROGRAM	\$618.75
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$8,305.00
SCMAF - INLAND VALLEY	224214	03/09/2015	3177	TEAM REGISTRATION FOR YOUTH BASKETBALL 1/7-2/28/15	\$48.00
Remit to: EL MONTE, CA					<u>FYTD:</u> \$48.00
SCOTT FAZEKAS & ASSOCIATES, INC	224478	03/30/2015	18011	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.-JAN 2015	\$4,881.70
Remit to: IRVINE, CA					<u>FYTD:</u> \$40,375.29
SCOTT MORRISON & ASSOCIATES	224479	03/30/2015	1	CONSULTANT - DIRECT PAY - FIRE STATION #6	\$450.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$450.00
SECTRAN SECURITY, INC	224409	03/23/2015	15030715 - CH	ARMORED TRANSPORT SERVICES-CITY HALL-MAR15	\$477.00
		03/23/2015	15030715 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY-MAR15	
		03/23/2015	15030715 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS.-MAR15	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,930.89
SECURITY LOCK & KEY	14621	03/23/2015	27003	NEW SAFE FOR CRC INCL. DELIVERY & INSTALLATION	\$1,273.89
		03/23/2015	27037	LOCK REPLACEMENT FOR TWO DOORS AT RAINBOW RIDGE & DUPLICATE KEYS	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$5,743.14

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SHEFFIELD FORECLOSURE RENOVIATION	224480	03/30/2015	MV0265	FINAL REHABILITATION COSTS FOR PROPERTY AT 14861 WINTERGREEN ST.	\$8,328.39
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$264,035.96
SHELL OIL CO.	224481	03/30/2015	065159196503	FUEL FOR TREE TRIMMING EQUIPMENT	\$27.94
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$7,918.29
SHERIFF'S SPECIAL EVENTS	224410	03/23/2015	4/8/15 EVENT	RESERVATION FOR MICHELLE DAWSON FOR 2015 ANNUAL AWARDS CEREMONY	\$25.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$25.00
SHERRY, MIKKI	224234	03/09/2015	3/15-3/20/15	TRAVEL PER DIEM & MILEAGE-CALIF. FIRE PREV. INSTITUTE TRAINING	\$594.15
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$594.15
SIGNS BY TOMORROW	224482	03/30/2015	15351	PUBLIC HEARING SIGN POSTING FOR PLANNING COMM. MTG.	\$435.72
		03/30/2015	15352	PUBLIC HEARING SIGN POSTING FOR PLANNING COMM. MTG.	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$2,485.96
SKECHERS	224450	03/23/2015	JAN FEB SOL REB	SOLAR INCENTIVE REBATE	\$6,975.29
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$6,975.29
SKY PUBLISHING	14503	03/09/2015	15_1_160	FULL PAGE MAGAZINE AD-BULKY WASTE COLLECTION EVENT	\$1,500.00
	14560	03/16/2015	15_2_150	PRINTING OF SUMMER 2015 SOARING RECREATION GUIDES	\$11,586.00
	14622	03/23/2015	15_2_160	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT PUBLIC SERVICE MESSAGE	\$1,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47,048.00

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SKY TRAILS MOBILE VILLAGE	14561	03/16/2015	FEB-MARCH 2015	REIMB UUT REFUND	\$41.90
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$347.60
SMART ENERGY SOLAR, INC.	224520	03/30/2015	PERMIT B1402767	REFUND-80% OF PERMIT FEE (LESS ISSUANCE FEE)-PROJECT CANCELLED	\$133.76
Remit to: CORONA, CA					<u>FYTD:</u> \$133.76
SMITH, PAMELA	224172	03/02/2015	1218738	REFUND ON SHELTER RESERVATION	\$29.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$29.60
SOCAL OFFICE TECHNOLOGIES, INC.	14623	03/23/2015	686258	QUARTERLY COPIER COST PER COPY LEASE-1/1/15 TO 4/1/15	\$13,424.40
Remit to: CYPRESS, CA					<u>FYTD:</u> \$41,616.38
SOCO GROUP, INC	14624	03/23/2015	0140279-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$11,542.06
		03/23/2015	0135659-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	14678	03/30/2015	0144249-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$12,137.53
		03/30/2015	0141452-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					<u>FYTD:</u> \$242,731.86
SOLAR SERVICE CENTER, INC.	224365	03/16/2015	PERMIT #B1402542	REFUND 80% PERMIT FEE (LESS ISSUANCE FEE)-PROJECT CANCELLED	\$133.76
Remit to: THOUSAND PALMS, CA					<u>FYTD:</u> \$133.76
SOLARCITY CORP.	224521	03/30/2015	PERMIT B1403354	REFUND-80% OF PERMIT FEE (LESS ISSUANCE FEE)-29025 KIMBERLY AVE	\$133.76
	224522	03/30/2015	PERMIT B1500332	REFUND-80% OF PERMIT FEE (LESS ISSUANCE FEE)-28072 VINTNER LN.	\$133.76

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SOLARCITY CORP.	224523	03/30/2015	PERMIT B1500486	REFUND-80% OF PERMIT FEE (LESS ISSUANCE FEE)-12030 CASA LINDA PL	\$133.76
Remit to: SAN MATEO, CA					<u>FYTD:</u> \$133.76
SOSA, HUGO	14504	03/09/2015	FEB-2015	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$330.00
	14625	03/23/2015	MAR-2015	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$420.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$4,110.00
SOSA, JUAN	224451	03/23/2015	7009645-05	SOLAR INCENTIVE REBATE	\$5,901.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,901.00
SOUTHERN CALIFORNIA EDISON 1	224138	03/02/2015	JAN-15 3/2/15	ELECTRICITY	\$1,704.51
		03/02/2015	FEB-15 3/2/15	ELECTRICITY	
	224215	03/09/2015	FEB-15 3/9/15	ELECTRICITY	\$5,079.64
	224298	03/16/2015	587-9520 FEB-15	ELECTRICITY-FERC CHARGES	\$23,786.60
		03/16/2015	721-3449 FEB15	IFA CHARGES-SUBSTATION	
		03/16/2015	FEB-15 3/16/15	ELECTRICITY	
		03/16/2015	707-6081 FEB-15	ELECTRICITY	
	224483	03/30/2015	MAR-15 3/30/15	ELECTRICITY	\$22,011.70
		03/30/2015	FEB-15 3/30/15	ELECTRICITY	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,392,836.83
SOUTHERN CALIFORNIA GAS CO.	224412	03/23/2015	FEB-2015	GAS CHARGES	\$5,713.80
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$52,863.67
SOUTHSTAR ENGINEERING& CONSULTING, INC.	224139	03/02/2015	2	CONSULTANT - NASON/CACTUS TO FIR	\$170.00

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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$510.00
SPARKLETTS	14453	03/02/2015	10050036 020215	BOTTLED WATER/SVC.-EOC/ERF	\$4.50
	14505	03/09/2015	7387294 020715	BOTTLED WATER/SVC.-COTTONWOOD GOLF COURSE STAFF	\$5.00
	14562	03/16/2015	7364551 022315	BOTTLED WATER/SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	\$27.28
	14626	03/23/2015	7364596 030215	BOTTLED WATER/SVC.-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	\$55.20
		03/23/2015	10050036 030215	BOTTLED WATER/SVC.-EOC/ERF	
		03/23/2015	7363683 030215	BOTTLED WATER/SVC.-ARMADA ELEMENTARY "A CHILD'S PLACE"	
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,354.46
SPRINT	14506	03/09/2015	417544340-099	CELLULAR PHONE SERVICE FOR PD GTF	\$64.86
	14627	03/23/2015	634235346-054	CELLULAR PHONE SERVICE FOR PD SET	\$370.77
	14679	03/30/2015	417544340-100	CELLAULAR PHONE SERVICE FOR PD GTF	\$62.86
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$4,248.37
SPRINT SPECTRUM, LP	224524	03/30/2015	BL#09485-2015	REFUND OF OVERPAYMENT FOR BL#09485	\$59.01
Remit to: OVERLAND PARK, KS					<u>FYTD:</u> \$59.01
SPSSM INVESTMENT II, LP	224366	03/16/2015	BL#22024-YR2015	REFUND OF OVERPAYMENT FOR BL#22024	\$59.86
Remit to: EL MONTE, CA					<u>FYTD:</u> \$59.86
STANDARD INSURANCE CO	224312	03/16/2015	150301	SUPPLEMENTAL INSURANCE	\$1,390.87
Remit to: PORTLAND, OR					<u>FYTD:</u> \$243,880.17
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	14508	03/09/2015	12138626	ALARM SYSTEM MONITORING SERVICES-MARCH ASES BLDG. 823	\$2,003.09

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



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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>
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	14508	03/09/2015	12146628	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$2,003.09
		03/09/2015	12155982	ALARM SYSTEM MONITORING SERVICES-ANIMAL SHELTER	
		03/09/2015	12162722	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #99/MAR15	
		03/09/2015	12150913	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #58	
		03/09/2015	12150639	ALARM SYSTEM MONITORING SERVICES-SENIOR CENTER	
		03/09/2015	12142628	ALARM SYSTEM MONITORING SERVICES-EOC/MAR15	
		03/09/2015	12162114	ALARM SYSTEM MONITORING SERVICES-CITY YARD & TRANSP. TRAILER	
	14563	03/16/2015	12007428	REPLACED PIV VALVE & BROKEN CONDUIT PIPE, ETC. AT ANNEX 1	\$798.09
		03/16/2015	11970611	INTRUSION ALARM EQUIPMENT RECONNECTION-COTTONWOOD GOLF CTR.	
	14628	03/23/2015	12211239	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$1,802.00
			12247233	ALARM SYSTEM MONITORING SERVICES-PUBLIC SAFETY BLDG.	
			12229920	ALARM SYSTEM MONITORING SERVICES-TOWNGATE COMM. CTR.	
			12236007	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #99/APR15	
			12227578	ALARM SYSTEM MONITORING SERVICES-ANNEX 1 BURGLAR ALARM	
12232472			ALARM SYSTEM MONITORING SERVICES-CRC		
12226551			ALARM SYSTEM MONITORING SERVICES-EOC/APR15		
03/23/2015	12232343	ALARM SYSTEM MONITORING SERVICES-MARCH FIELD PARK COMM. CTR.			

Remit to: PALATINE, IL

FYTD: \$29,379.90

STATE BOARD OF EQUALIZATION	14645	03/20/2015	022815	SALES & USE TAX REPORT FOR 2/1-2/28/15	\$1,248.00
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Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



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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>
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$22,670.00
STATE DISBURSEMENT UNIT	14472	03/06/2015	2015-00000333	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,467.60
	14580	03/20/2015	2015-00000353	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,503.87
Remit to: WEST SACRAMENTO, CA					<b>FYTD:</b> \$42,899.69
STATE OF CALIFORNIA DEPT. OF JUSTICE	224300	03/16/2015	085370	LIVE SCAN FINGERPRINTING APPS FOR PD-FEB15	\$1,172.00
	224413	03/23/2015	089222	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-FEB15	\$735.00
	224414	03/23/2015	075090 (BL)	FINGERPRINTING SERVICES-BUSINESS LIC. RELATED	\$256.00
		03/23/2015	075090 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED	
		03/23/2015	075090 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	
	224415	03/23/2015	080246 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED	\$608.00
		03/23/2015	080246 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	
		03/23/2015	080246 (BL)	FINGERPRINTING SERVICES-BUSINESS LIC. RELATED	
	224484	03/30/2015	075090 (OEM)	FINGERPRINTING SERVICES-OEM VOLUNTEER RELATED	\$47.00
	224485	03/30/2015	080246 (OEM)	FINGERPRINTING SERVICES-OEM VOLUNTEER RELATED	\$47.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$38,129.00
STATE WATER RESOURCES CONTROL BOARD	224216	03/09/2015	453036	PERMIT FEE - CORPORATE YARD FACILITY	\$652.00
Remit to: sacramento, CA					<b>FYTD:</b> \$652.00
STEER 'N STEIN MV, INC	224313	03/16/2015	3062015	CATERING FOR MVPD VOLUNTEER APPRECIATION DINNER	\$2,800.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$2,800.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	14564	03/16/2015	42817	TRANSCRIPTION SERVICES FOR PD-FEB 2015	\$3,491.84
Remit to: CORONA, CA					<u>FYTD:</u> \$23,520.16
STOKES, ANNE	224367	03/16/2015	R15-082931	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
STOWELL, REGINA	224173	03/02/2015	1220407	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
SUNGLASS HUT #5963	224525	03/30/2015	BL#21921-YR2015	REFUND OF OVERPAYMENT FOR BL#21921	\$67.53
Remit to: MASON, OH					<u>FYTD:</u> \$67.53
SUNNYMEAD ACE HARDWARE	224217	03/09/2015	60278	MISC. SUPPLIES FOR FIRE STATION #6	\$27.02
	224218	03/09/2015	60192	MISC. SUPPLIES FOR PD	\$6.45
	224486	03/30/2015	60551	MISC. SUPPLIES FOR FIRE STATION #58	\$47.91
		03/30/2015	60203	MISC. SUPPLIES FOR FIRE STATION #2	
		03/30/2015	60488	MISC. SUPPLIES FOR FIRE STATION #48	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,625.02
SUNRISE MEDICAL TRANSPORTATION, INC	224368	03/16/2015	BL#27988-YR2015	REFUND OF OVERPAYMENT FOR BL#27988	\$75.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$75.00
SUPERIOR CONCRETE CONSTRUCTION	224526	03/30/2015	BL#06479-YR2015	REFUND OVERPAYMENT FOR BL#06479	\$51.54
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$51.54

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SYKES, CAROLYN	224369	03/16/2015	1224277	REFUND SUMMER YOUTH FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
TACOS ARANDAS	224527	03/30/2015	BL#26230-YR2015	REFUND OVERPAYMENT FOR BL#26230	\$206.69
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$206.69
TAHITI CABINETS, INC	224528	03/30/2015	BL#07408-YR2015	REFUND OF OVERPAYMENT FOR BL#07408	\$60.48
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$60.48
TALAMAIVAO, MALAMA	224259	03/09/2015	1221711	CRC RENTAL REFUND DEPOSIT	\$750.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$750.00
TAYLOR, VICTORIA	224456	03/23/2015	JAN-2015	INSTRUCTOR SERVICES-MOMMY 2 BE CLASS	\$31.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$31.50
TCAC	224179	03/02/2015	REGISTR.-4/9/15	2015 COMBINED COMPL. WORKSHOP/SAN DIEGO-S. FREEMAN & D. VASQUEZ	\$170.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$170.00
TEICHERT, RICHARD	224235	03/09/2015	REIMB.-2/20/15	REIMBURSE RENTAL CAR EXPENSE DURING CSMFO CONFERENCE	\$267.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$444.90
TENASKA ENERGY, INC	14629	03/23/2015	1342-JAN-15-01	RESOURCE ADEQUACY-MV UTILITY	\$18,760.00
Remit to: OMAHA, NE					<u>FYTD:</u> \$100,930.00
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	14509	03/09/2015	2015-00000324	4511 - FSA - MED CARE REIMB 2015*	\$4,293.25

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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>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	14565	03/16/2015	85598	FEB. 2015 ADMINISTRATION FEES FOR HRA, FLEX, & COBRA PROGRAMS	\$1,140.75
	14630	03/23/2015	2015-00000343	4511 - FSA - MED CARE REIMB 2015*	\$4,293.25
Remit to: TEMECULA, CA					<u>FYTD:</u> \$145,102.60
THERMAL-COOL INC.	224302	03/16/2015	w/o 6591	REPLACE CONTROLLER FOR EOC BOILER AND BAD CONTROL FOR EOC LOBBY	\$4,581.25
		03/16/2015	w/o 6520	MAINT. SERVICE FOR A/C UNIT AT EQUESTRIAN CENTER	
		03/16/2015	w/o 6519	MAINT. SERVICE FOR A/C UNIT AT SUNNYMEAD PARK SNACK BAR	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,376.60
THOMPSON COBURN LLP	14680	03/30/2015	3086253	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARD COMPLIANCE-JAN15	\$21.09
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$4,283.83
TIME WARNER CABLE	224219	03/09/2015	031518001 2/1/15	CABLE TV SERVICE FOR COTTONWOOD GOLF CENTER	\$63.76
	224416	03/23/2015	031518001 3/1/15	CABLE TV SERVICE FOR COTTONWOOD GOLF CENTER	\$63.76
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$7,531.12
TIME WARNER CABLE 2	224220	03/09/2015	2/5/15 STMT	CABLE/BROADBAND SVC-FS #58 TRAINING RM-ACCT# 8448 40 055 1506863	\$204.23
	224487	03/30/2015	3/5/15 STMT	CABLE/BROADBAND SVC-FS #58 TRAINING RM-ACCT# 8448 40 055 1506863	\$199.21
Remit to: CITY OF INDUSTRY, CA					<u>FYTD:</u> \$1,800.44
T-MOBILE USA	224301	03/16/2015	58042	INFO SEARCH & RETRIEVAL SERVICES DUE TO SEARCH WARRANT	\$1,800.00
		03/16/2015	58132	INFO SEARCH & RETRIEVAL SERVICES DUE TO SEARCH WARRANT	
		03/16/2015	57761	INFO SEARCH & RETRIEVAL SERVICES DUE TO SEARCH WARRANT	

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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>
Remit to: SEATTLE, WA					<u>FYTD:</u> \$1,900.00
TOMETICH, JOHN	224149	03/02/2015	3/10-3/13/15	TRAVEL PER DIEM-CSAIA 2015 SPRING TRAINING	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$306.00
TONY'S STARTERS ALTERNATORS SUPPLIES	224370	03/16/2015	BL#26803-YR2015	REFUND OF OVERPAYMENT FOR BL#26803	\$94.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$94.00
TOYS R US	224174	03/02/2015	BL#06733-YR2015	REFUND OF OVERPAYMENT FOR BL#06733	\$47.70
Remit to: WAYNE, NJ					<u>FYTD:</u> \$47.70
TRAYLOR, VONREE	224371	03/16/2015	1224275	REFUND FOR SUMMER YOUTH FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
TRICHE, TARA	14567	03/16/2015	MAR-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,953.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$18,928.80
TUFFSTUFF FITNESS EQUIPMENT, INC	224221	03/09/2015	226235	DUMBBELL WEIGHTS & RACK FOR FIRE STATION #2	\$2,370.06
Remit to: CHINO, CA					<u>FYTD:</u> \$10,064.19
TUKES, JOSHUA	14681	03/30/2015	FEB-2015	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$120.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$216.00
TW TELECOM HOLDINGS, INC	14632	03/23/2015	06872959a	INTERNET & DATA SERVICES	\$3,693.18
		03/23/2015	06872959	TELECOM SVCS.-LOCAL/LONG DISTANCE CALLS	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: DENVER, CO					FYTD: \$34,650.97
TWINING LABORATORIES OF SO. CALIFORNIA	224418	03/23/2015	56046	CONSULTANT - HEACOCK/SAN MICHELE PVSD	\$1,570.50
	224488	03/30/2015	56043	CONSULTANT - PERRIS WIDENING/IRONWOOD TO MANZANITA	\$3,456.50
Remit to: LONG BEACH, CA					FYTD: \$41,299.50
U.S. HEALTHWORKS MEDICAL GROUP	14455	03/02/2015	2649854-CA	EMPLOYMENT DOT EXAM	\$81.00
Remit to: VALENCIA, CA					FYTD: \$1,004.00
U.S. POSTAL SERVICE	224236	03/09/2015	SUMMER 2015	PERMIT #153 - DEPOSIT FOR POSTAGE TO MAIL RECREATION GUIDES	\$9,500.00
	224237	03/09/2015	FEE RENEWAL 2015	PERMIT #656 FIRST-CLASS PRESORT & STANDARD MAIL RENEWALS	\$440.00
Remit to: MORENO VALLEY, CA					FYTD: \$35,060.00
ULTRASERV AUTOMATED SERVICES, LLC	224223	03/09/2015	3590:019795	COFFEE SVC SUPPLIES-ANIMAL SHELTER	\$372.31
		03/09/2015	3590:019801	COFFEE SVC SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		03/09/2015	3590:020199	COFFEE SVC SUPPLIES-ANNEX 1	
		03/09/2015	3590:019803	COFFEE SVC SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		03/09/2015	3590:020201	COFFEE SVC SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
	224419	03/23/2015	3590:020704	COFFEE SVC SUPPLIES-CITY HALL/BREAKROOM LOCATION	\$470.73
		03/23/2015	3590:021090	COFFEE SVC SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		03/23/2015	3590:021088	COFFEE SVC SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		03/23/2015	3590:020702	COFFEE SVC SUPPLIES-ANNEX 1	
		03/23/2015	3590:020203	COFFEE SVC SUPPLIES-CITY HALL/CITY CLERK LOCATION	

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ULTRASERV AUTOMATED SERVICES, LLC	224419	03/23/2015	3590:020700	COFFEE SVC SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$470.73
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$12,829.08
UMUADA NDI-IGBO IN DIASPORA INC.	224260	03/09/2015	1222129	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
UNDERGROUND SERVICE ALERT	14456	03/02/2015	120150445 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$291.00
		03/02/2015	120150445 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		03/02/2015	120150445 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		03/02/2015	120150445 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
	14633	03/23/2015	220150448 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$297.00
		03/23/2015	220150448 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		03/23/2015	220150448 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		03/23/2015	220150448 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
Remit to: CORONA, CA					<u>FYTD:</u> \$3,393.00
UNION BANK OF CALIFORNIA 1	224140	03/02/2015	900800	INVESTMENT SAFEKEEPING SERVICES-DEC 2014	\$935.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,998.02
UNITED ROTARY BRUSH CORP	14634	03/23/2015	283815	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	\$5,397.79
		03/23/2015	283609	STREET SWEEPER BROOM KITS/RECONDITIONING	
		03/23/2015	283519	STREET SWEEPER BROOM KITS/RECONDITIONING	
		03/23/2015	283708	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	

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UNITED ROTARY BRUSH CORP	14634	03/23/2015	283920	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	\$5,397.79
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$34,885.75
UNITED SITE SERVICES OF CA, INC.	14457	03/02/2015	114-2680887	SERVICES - FIRE STATION #48 REMODEL	\$1,814.46
	14511	03/09/2015	114-2725209	SERVICES - FIRE STATION #48 REMODEL	\$508.05
	14512	03/09/2015	114-2723789	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
	14569	03/16/2015	114-2751654	SERVICES - FIRE STATION #48 REMODEL	\$1,814.46
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$8,086.47
UNITED STATES TREASURY - 4	224224	03/09/2015	2015-00000325	1001 - GARNISHMENT - IRS TAX LEVY*	\$1,302.61
	224420	03/23/2015	2015-00000344	1001 - GARNISHMENT - IRS TAX LEVY	\$238.93
Remit to: FRESNO, CA					<u>FYTD:</u> \$3,887.61
UNITED WAY OF INLAND VALLEYS	14513	03/09/2015	2015-00000326	8720 - UNITED WAY	\$22.50
	14635	03/23/2015	2015-00000345	8720 - UNITED WAY	\$22.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,518.00
VACATE TERMITES & PEST ELIMINATION COMPANY	14458	03/02/2015	54899	PEST CONTROL SERVICE-FIRE ST. #6	\$1,260.00
		03/02/2015	54900	PEST CONTROL SERVICE-LIBRARY	
		03/02/2015	55122	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	
		03/02/2015	54901	PEST CONTROL SERVICE-SENIOR CENTER	
		03/02/2015	54897	PEST CONTROL SERVICE-FIRE ST. #65	
		03/02/2015	54898	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
		03/02/2015	55125	PEST CONTROL SERVICE-CITY YARD	

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VACATE TERMITE & PEST ELIMINATION COMPANY	14458	03/02/2015	54894	PEST CONTROL SERVICE-FIRE ST. #48	\$1,260.00
		03/02/2015	54837	PEST CONTROL SERVICE-FIRE ST. #58	
		03/02/2015	54896	PEST CONTROL SERVICE-FIRE ST. #99	
		03/02/2015	54902	PEST CONTROL SERVICE-FIRE ST. #2	
		03/02/2015	55130	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		03/02/2015	55128	PEST CONTROL SERVICE-ANNEX 1	
		03/02/2015	55129	PEST CONTROL SERVICE-ANIMAL SHELTER	
		03/02/2015	55127	PEST CONTROL SERVICE-EOC	
		03/02/2015	54895	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		03/02/2015	55123	PEST CONTROL SERVICE-CITY HALL	
		03/02/2015	54903	PEST CONTROL SERVICE-FIRE ST. #91	
		03/02/2015	55132	PEST CONTROL SERVICE-TRANSP. TRAILER	
		03/02/2015	55131	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		03/02/2015	55124	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		03/02/2015	55126	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
	14636	03/23/2015	55519	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	\$1,140.00
		03/23/2015	55412	PEST CONTROL SERVICE-FIRE ST. #2	
		03/23/2015	55404	PEST CONTROL SERVICE-FIRE ST. #48	
		03/23/2015	55525	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		03/23/2015	55411	PEST CONTROL SERVICE-SENIOR CENTER	
		03/23/2015	55405	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		03/23/2015	55410	PEST CONTROL SERVICE-LIBRARY	
		03/23/2015	55523	PEST CONTROL SERVICE-ANIMAL SHELTER	
		03/23/2015	55409	PEST CONTROL SERVICE-FIRE ST. #6	

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



City of Moreno Valley  
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITES & PEST ELIMINATION COMPANY	14636	03/23/2015	55408	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	\$1,140.00
		03/23/2015	55407	PEST CONTROL SERVICE-FIRE ST. #65	
		03/23/2015	55524	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		03/23/2015	55516	PEST CONTROL SERVICE-CITY HALL	
		03/23/2015	55406	PEST CONTROL SERVICE-FIRE ST. #99	
		03/23/2015	55522	PEST CONTROL SERVICE-ANNEX 1	
		03/23/2015	55520	PEST CONTROL SERVICE-EOC	
		03/23/2015	55518	PEST CONTROL SERVICE-CITY YARD	
		03/23/2015	55515	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	
		03/23/2015	55415	PEST CONTROL SERVICE-FIRE ST. #58	
		03/23/2015	55413	PEST CONTROL SERVICE-FIRE ST. #91	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$14,735.00
VAL VERDE UNIFIED SCHOOL DISTRICT	224303	03/16/2015	11273	BLACK/RED SPORTS BAGS	\$1,000.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$10,936.50
VALLEY CITIES GONZALES FENCE CO	14637	03/23/2015	4358	SOCCER NETTING INSTALLATION AT MARCH FIELD PARK ARENA	\$15,856.00
Remit to: NORCO, CA					<u>FYTD:</u> \$132,103.63
VALLEY WIDE TOWING, LLC	224225	03/09/2015	00000410	TOWING & STORAGE CHARGES FOR MVPD EVIDENCE HOLD	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,000.00
VARGAS, ANTONIO	224452	03/23/2015	MVU 7008595-04	SOLAR INCENTIVE REBATE	\$7,491.75

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: MORENO VALLEY, CA					FYTD: \$7,491.75
VARGAS, EDWARD	224497	03/30/2015	4/6-4/8/15	TRAVEL PER DIEM-ICI ADVANCED CHILD ABUSE COURSE	\$177.75
Remit to: MORENO VALLEY, CA					FYTD: \$177.75
VARGAS, SERGIO	224175	03/02/2015	R15-082441	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
VARIABLE SPEEDS SOLUTIONS INC	14570	03/16/2015	12113	PUMP PREVENTATIVE MAINTENANCE-ZONE M ID#20	\$2,850.00
		03/16/2015	12116	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 01	
		03/16/2015	12096	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 06	
		03/16/2015	12095	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 06	
		03/16/2015	12109	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 03	
		03/16/2015	12107	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 04	
		03/16/2015	12110	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 01	
		03/16/2015	12090	PUMP PREVENTATIVE MAINTENANCE-ZONE D TRACT 31591	
		03/16/2015	12112	PUMP PREVENTATIVE MAINTENANCE-ZONE D TRACT 31268	
		03/16/2015	12115	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 06	
		03/16/2015	12108	PUMP PREVENTATIVE MAINTENANCE-ZONE D TRACT 31284	
		03/16/2015	12111	PUMP PREVENTATIVE MAINTENANCE-ZONE D TRACT 32625	
		03/16/2015	12097	PUMP PREVENTATIVE MAINTENANCE-ZONE D TRACT 22889	
		03/16/2015	12091	PUMP PREVENTATIVE MAINTENANCE-ZONE D TRACT 30967	
		03/16/2015	12106	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 05	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$7,024.23
VASQUEZ , ALEJANDRA	224529	03/30/2015	R15-083361	AS REFUNDS-ADOPT,LIC,VACS,CHIP,RAB DEP	\$102.00

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)





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**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$102.00
VEHICLE REGISTRATION COLLECTIONS	224226	03/09/2015	2015-00000327	1015 - GARNISHMENT - CREDITOR %*	\$100.63
	224421	03/23/2015	2015-00000346	1015 - GARNISHMENT - CREDITOR %*	\$117.03
Remit to: RANCHO CORDOVA, CA					<u>FYTD:</u> \$1,038.14
VELOZ-ACOSTA, LETICIA	224372	03/16/2015	1224094	REFUND FOR SUMMER FLAG FOOTBALL	\$77.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.00
VERDIN CONCRETE, INC	224373	03/16/2015	BL#15094-YR2015	REFUND OF OVERPAYMENT FOR BL#15094	\$102.50
Remit to: RUBIDOUX, CA					<u>FYTD:</u> \$102.50
VERIZON CALIFORNIA	224141	03/02/2015	1258220327FEB-15	FIOS SERVICES FOR FIRE STATION 99	\$117.94
Remit to: DALLAS, TX					<u>FYTD:</u> \$6,114.59
VERIZON WIRELESS	224227	03/09/2015	9738709516	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$324.30
		03/09/2015	9740411170	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	
	224489	03/30/2015	9742102281	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$162.30
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,603.80
VICTOR MEDICAL CO	224228	03/09/2015	3699977	ANIMAL MEDICAL SUPPLIES/VACCINES	\$868.97
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$22,816.77
VISION SERVICE PLAN	14571	03/16/2015	150301	EMPLOYEE VISION INSURANCE	\$3,982.68
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$36,039.01

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



City of Moreno Valley  
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VOYA INSURANCE AND ANNUITY COMPANY	224422	03/23/2015	2015-00000347	8792 - VOYA (FORMERLY ING) - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					FYTD: \$2,900.00
VOYAGER FLEET SYSTEM, INC.	14514	03/09/2015	869211615504	CNG FUEL PURCHASES	\$1,709.60
		03/09/2015	869336602504	FUEL CARD PURCHASES	
Remit to: HOUSTON, TX					FYTD: \$21,725.15
VULCAN MATERIALS CO, INC.	224229	03/09/2015	70676649	ASPHALTIC MATERIALS	\$4,504.47
		03/09/2015	70645202	ASPHALTIC MATERIALS	
		03/09/2015	70674041	ASPHALTIC MATERIALS	
		03/09/2015	70674042	ASPHALTIC MATERIALS	
		03/09/2015	70674043	ASPHALTIC MATERIALS	
		03/09/2015	70645201	ASPHALTIC MATERIALS	
		03/09/2015	70649169	ASPHALTIC MATERIALS	
		03/09/2015	70669992	ASPHALTIC MATERIALS	
		03/09/2015	70663684	ASPHALTIC MATERIALS	
		03/09/2015	70683517	ASPHALTIC MATERIALS	
		03/09/2015	70681348	ASPHALTIC MATERIALS	
		03/09/2015	70681347	ASPHALTIC MATERIALS	
		03/09/2015	70666682	ASPHALTIC MATERIALS	
		03/09/2015	70678650	ASPHALTIC MATERIALS	
		03/09/2015	70666683	ASPHALTIC MATERIALS	
		03/09/2015	70649168	ASPHALTIC MATERIALS	
		03/09/2015	70647180	ASPHALTIC MATERIALS	

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**City of Moreno Valley  
Payment Register  
For Period 3/1/2015 through 3/31/2015**

**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>
VULCAN MATERIALS CO, INC.	224229	03/09/2015	70678649	ASPHALTIC MATERIALS	\$4,504.47
	224490	03/30/2015	70703983	ASPHALTIC MATERIALS	\$1,804.20
		03/30/2015	70695140	ASPHALTIC MATERIALS	
		03/30/2015	70706094	ASPHALTIC MATERIALS	
		03/30/2015	70687907	ASPHALTIC MATERIALS	
		03/30/2015	70687908	ASPHALTIC MATERIALS	
		03/30/2015	70690017	ASPHALTIC MATERIALS	
		03/30/2015	70695139	ASPHALTIC MATERIALS	
		03/30/2015	70702065	ASPHALTIC MATERIALS	
		03/30/2015	70698481	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$26,467.67
WALKER TERRACE	224176	03/02/2015	BL#16403-YR2015	REFUND OF OVERPAYMENT FOR BL#16403	\$68.71
Remit to: NUEVO, CA					<b>FYTD:</b> \$68.71
WEBFORTIS, LLC	224230	03/09/2015	10223	MICROSOFT DYNAMICS CRM SUPPORT SERVICES-AUG14	\$4,262.50
		03/09/2015	177	MICROSOFT DYNAMICS CRM SUPPORT SERVICES-JAN15	
		03/09/2015	10369	MICROSOFT DYNAMICS CRM SUPPORT SERVICES-SEP14	
Remit to: WALNUT CREEK, CA					<b>FYTD:</b> \$34,568.75
WELMAN, ARIEL	224177	03/02/2015	R15-082658	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$20.00
WEST COAST ARBORISTS, INC.	14515	03/09/2015	101938-A	TREE TRIMMING/REMOVAL SERVICES-ZONES E-7 AND SD LMD ZN 01 & 01A	\$20,120.00
		03/09/2015	103411	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 03	

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



**City of Moreno Valley  
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WEST COAST ARBORISTS, INC.	14515	03/09/2015	103413	TREE TRIMMING/REMOVAL SERVICES-ZONE D & SD LMD ZN 06	\$20,120.00
	14572	03/16/2015	103673	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 03 & 04	\$11,270.00
	14638	03/23/2015	104095	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 03 & 04	\$13,965.00
		03/23/2015	104096	TREE TRIMMING/REMOVAL SERVICES-ZONE D	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$55,500.00
WEST PAYMENT CENTER	224423	03/23/2015	831396441	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-FEB15	\$753.98
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$13,528.26
WESTECH COLLEGE	224178	03/02/2015	1202990	CRC RENTAL REFUND OVERPAYMENT	\$63.00
Remit to: FONTANA, CA					<u>FYTD:</u> \$63.00
WESTERN MUNICIPAL WATER DISTRICT	224424	03/23/2015	23866-018292/FB5	WATER CHARGES-SKATE PARK	\$1,584.07
		03/23/2015	24753-018620/FB5	WATER CHARGES-MARB BALLFIELDS	
		03/23/2015	23821-018258/FB5	WATER CHARGES-MFPCC BLDG. 938	
		03/23/2015	23821-018257/FB5	WATER CHARGES-MFPCC LANDSCAPE	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$28,539.71
WESTERN NATIONAL PROPERTY MANAGEMENT	224374	03/16/2015	BL#25112-YR2015	REFUND OF OVERPAYMENT FOR BL#25112	\$59.32
Remit to: IRVINE, CA					<u>FYTD:</u> \$59.32
WESTERN RENEWABLE ENERGY GENERATION	224491	03/30/2015	21617	WREGIS - ANNUAL FEE	\$675.00
Remit to: SALT LAKE, UT					<u>FYTD:</u> \$820.00
WHITE, ENDIYA	224375	03/16/2015	1224283	REFUND SUMMER YOUTH FLAG FOOTBALL	\$75.00

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



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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>
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
WILGING, ROBERT	224530	03/30/2015	BL#28883-YR2015	REFUND OVERPAYMENT FOR BL#28883	\$70.52
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.52
WILLDAN ENGINEERING	14682	03/30/2015	002-15253	PLAN CHECK & INSPECTION SVCS-B & S	\$6,160.33
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$254,022.93
WILLDAN FINANCIAL SERVICES	14459	03/02/2015	010-26713R	CONSULTING SERVICES-CFD ANNEXATION	\$2,350.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$29,350.00
WILLIS, ROBERT H	224305	03/16/2015	030815	SPORTS OFFICIATING SERVICES-SOFTBALL	\$147.00
		03/16/2015	021915 / 022615	SPORTS OFFICIATING SERVICES-SOFTBALL	
	224425	03/23/2015	030515	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
	224492	03/30/2015	031915	SPORTS OFFICIATING SERVICES-SOFTBALL	\$105.00
		03/30/2015	031215	SPORTS OFFICIATING SERVICES-SOFTBALL	
	224493	03/30/2015	031515	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$2,835.00
WILSON, PORSCHA	224261	03/09/2015	1222137 1222138	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
WILTZ-DAVIS, KAMIKO	224432	03/23/2015	3/30-4/3/15	TRAVEL PER DIEM-CAPE TRAINING SEMINAR	\$248.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$248.50
WITHERS, ROBERT	224453	03/23/2015	MVU 7013501-03	SOLAR INCENTIVE REBATE	\$8,872.78

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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>
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,872.78
XEROX CAPITAL SERVICES, LLC	224308	03/16/2015	078617608	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT-FEB 2015	\$2,030.11
		03/16/2015	078488066	COPIER LEASE FOR PARKS DEPT-FEB 2015	
	224494	03/30/2015	078488065	COPIER LEASE FOR GRAPHICS DEPT.	\$1,449.06
		03/30/2015	078488064	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT-FEB 2015	
Remit to: PASADENA, CA					<u>FYTD:</u> \$30,178.13
YIN, CHENGLONG	224454	03/23/2015	MVU 7010134-04	SOLAR INCENTIVE REBATE	\$7,699.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,699.50
ZAMBRANO DE GAMBOA, BARBARA	224376	03/16/2015	R15-082832	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
ZOLL MEDICAL CORPORATION	224231	03/09/2015	2209116	AUTOMATIC EXTERNAL DEFIBRILLATORS AND CPR & PEDS. ELECTRODE PADS	\$16,573.22
Remit to: CHELMSFORD, MA					<u>FYTD:</u> \$16,573.22
<b>TOTAL CHECKS UNDER \$25,000</b>					<b>\$1,620,164.08</b>
<b>GRAND TOTAL</b>					<b>\$16,987,938.79</b>

Attachment: March 2015 Payment Register (1493 : PAYMENT REGISTER - MARCH 2015)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Betsy Adams, Parks & Community Services Director

**AGENDA DATE:** May 26, 2015

**TITLE:** AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON SATURDAY, JULY 4, 2015

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2015.
  - a. Frederick Street between Centerpoint Drive and Cactus Avenue;
  - b. TownGate Boulevard between Frederick Street and Heritage Way;
  - c. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
  - d. Brabham Street between Frederick Street and Andretti Street;
  - e. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
  - f. Atlantic Circle east of Frederick Street;
  - g. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
  - h. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
  - i. Bay Avenue between Kristina Court and Courage Street;
  - j. Alessandro Boulevard between Elsworth and Graham Street;
  - k. Brodiaea Avenue at Frederick Street;
  - l. Resource Way between Frederick Street and Corporate Way;
  - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
  - n. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
  - o. Veterans Way between Elsworth and Frederick Boulevard;
  - p. New Hope Drive between Veterans Way and Elsworth;
  - q. Veterans Way between Cactus Avenue and Alessandro Boulevard;
  - r. Goldencrest between Newhope Drive and Veterans Way

2. Authorize the closure of Dracaea Avenue between Morrison Street and Mascot Street, between the hours of 6:00 a.m. and 11:00 p.m., Saturday, July 4, 2015, for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2015.
3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets, and the closure of traffic lanes, in the vicinity of Morrison Park to be directed by the Moreno Valley Police Department.

## **SUMMARY**

Staff is requesting that City Council authorize the street closures outlined above for the City's Independence Day festivities on July 4, 2015. Street closures for both the parade and the Family FunFest site are similar to the closures for the 2014 event. The parade will start at 9:30 a.m. on Frederick Street, south of Alessandro Boulevard. The Family FunFest and fireworks display will be held at Mountain View Middle School and Morrison Park, starting at 2:00 p.m. and ending at 9:30 p.m.

## **DISCUSSION**

The recommended street closures for both the parade and the festival site are similar to the closures for the Independence Day festivities in 2014.

### 1. Parade Discussion

The parade this year will take place on July 4, 2015. Parade participants will enter north onto Veterans Way from Cactus Avenue and check in near Calle San Juan De Los Lagos. Staging for the parade will take place on Calle San Juan De Los Lagos, Corporate Way, and Resource Way. The parade route will begin on Frederick Street at Alessandro Boulevard and go north on Frederick Street to TownGate Boulevard, turn west on TownGate Boulevard, turn north onto Heritage Way, and disband into the parking lot located between the rear of the Burlington Coat Factory store and the Regency Theater in the TownGate Shopping Center. The parade will begin promptly at 9:30 a.m. and conclude prior to 12:00 noon. Staff is anticipating approximately 5,000 participants and spectators for the parade.

The street closures being requested will allow sufficient time for safe passage during the event for all event participants and spectators. Traffic entering and/or leaving commercial establishments will be restricted during the parade. All barricades at intersections will be removed no later than 12:00 noon. Police officers will be stationed at the following major intersections for safety purposes (see attachment 1 for parade route).

- Cactus Avenue and Frederick Street
- Alessandro Boulevard and Frederick Street
- Cottonwood Avenue and Frederick Street



- Frederick Street and TownGate Boulevard
- TownGate Boulevard and Heritage Way
- Veterans Way and Alessandro Boulevard
- Heritage Way and Town Circle

## 2. Festival and Fireworks Display Discussion

Festivities will continue on July 4, 2015 from 2:00 p.m. (gates open at 1:00 p.m.) to 9:30 p.m. with the Family FunFest activities at Mountain View Middle School/Morrison Park. Similar to the previous year's festival, the afternoon activities will be held at Mountain View Middle School and Morrison Park. Staff is anticipating approximately 20,000 spectators to attend the festivities. There will be food, arts and crafts, game booths, clowns, and entertainment. This year's festival will again include a beer garden. The main stage will provide enjoyment for the entire family. There will be several entertainers this year. At 3:30 p.m., the Pacific Crest Band will perform the National Anthem at the festival site. At 4:00 p.m., a performance by "Band of Brothers," following by "Ghost in the Machine – Sting and Police Tribute," and then "Wanted – Bon Jovi Tribute." As a grand finale, the event will conclude with a fireworks extravaganza at 9:00 p.m., which is simulcast with patriotic music by KOLA (99.9 FM).

Presale tickets for the event are available at the Moreno Valley Conference and Recreation Center from now to July 3. Cost is \$2 per person or \$10 for a family (up to 6 people). On July 4, entry is free between 1:00 p.m. and 4:00 p.m. After 4:00 p.m., entry fee is \$3 per person. Military service members with valid identification and children under 5 are free.

Based on past years, the Moreno Valley Police Department and the Transportation Division are recommending closure of Dracaea Avenue between Morrison Street and Street to allow sufficient time for safe passage before, during, and after the event for all event participants and spectators (see attachment 2).

Barricades placed at intersections designed for one-way traffic will be removed no later than 11:00 p.m. Police officers will be stationed at major intersections as directed by the Moreno Valley Police Department.

### **ALTERNATIVES**

1. Approve street closures as recommended.
2. Provide direction to staff on alternate parade route and/or street closures.

### **FISCAL IMPACT**

The operating budget for portions of the 2015 Independence Day festivities are allocated in various expenditure accounts of the Moreno Valley Community Services

District (Zone A) for FY 2014/2015 and FY 2015/2016 and initially to Account No. 5011-50-58-35317 for FY 2014/2015 and FY 2015/2016. Planned expenditures for the 2015 event are summarized below:

Expenditure Category	\$
600000 – Personnel Services	52,655
620000 – Contractual Services	71,850
630000 – Materials & Supplies	16,200
Total	140,705

Additional expenditures regarding street closures are covered in the operating budgets of both the Police and Public Works Departments.

Revenue of \$25,000 for the Independence Day Festivities is included in the FY 2014/2015 and FY 2015/2016 budget. In addition, staff and the July 4<sup>th</sup> Advisory Board are seeking event sponsors. As of May 12, 2015, \$24,250 in sponsorships has been obtained.

**NOTIFICATION**

Publication of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Bridget Amaya  
Community Services Supervisor

Department Head Approval:  
Betsy Adams  
Parks and Community Services Director

Concurred By:  
Eric Lewis  
City Traffic Engineer

Concurred By:  
Joel Ontiveros  
Police Chief

**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.

**ATTACHMENTS**

1. Parade Route 2015
2. Street Closure Map Fun Fest 2015

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/19/15 2:53 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 9:52 AM

City Manager Approval

✓ Approved

5/20/15 3:37 PM

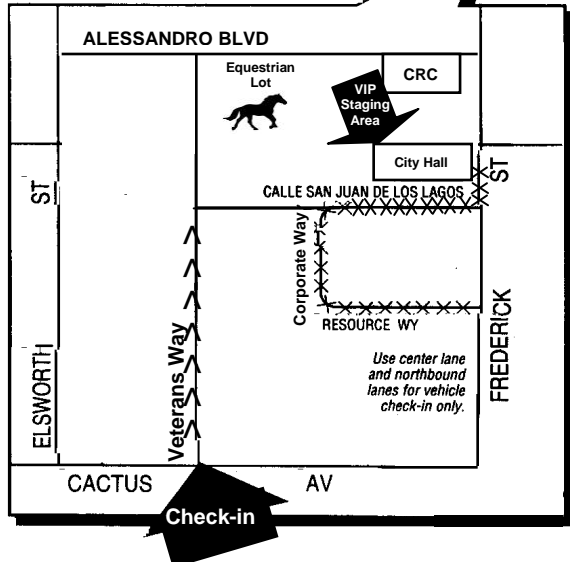
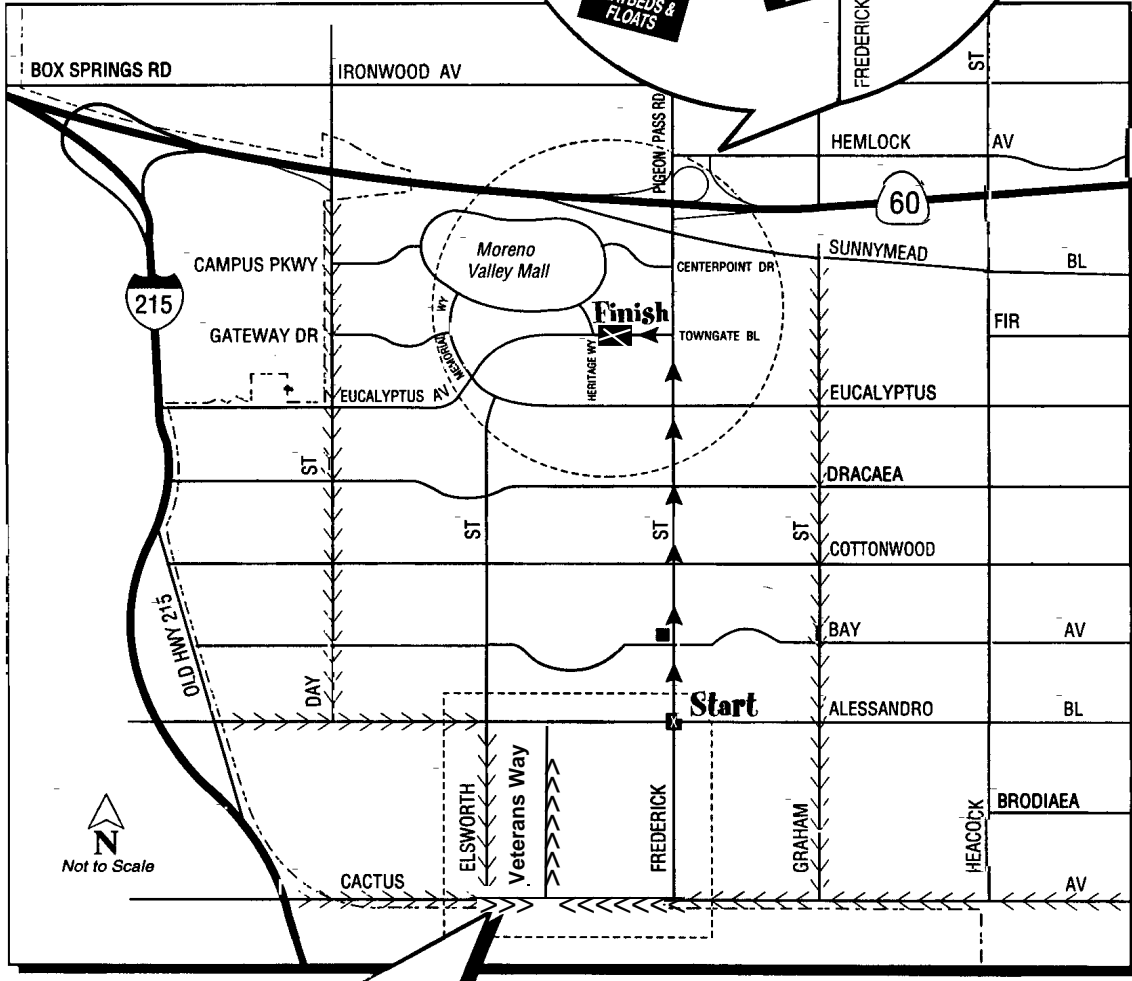
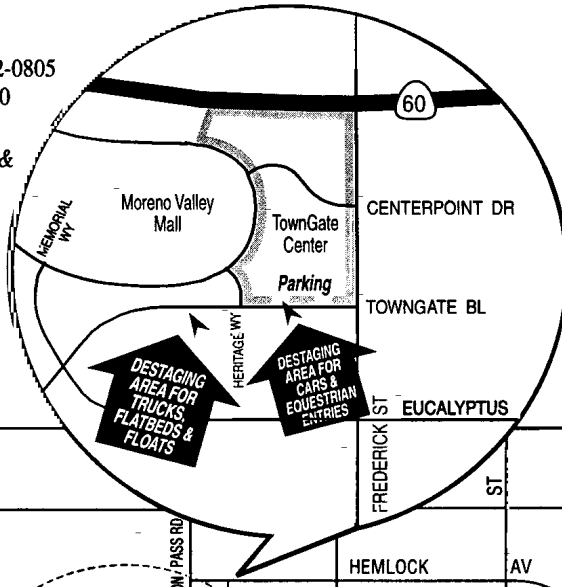


**City of Moreno Valley  
Parks & Community  
Services**

P.O. Box 88005  
Moreno Valley, CA 92552-0805  
Telephone: (951) 413-3280  
FAX: (951) 413-3719

*For pre-recorded parade & festival information, call:  
(951) 413-3281*

# 4th of July Parade Route



## IMPORTANT— Please Read!

Please report to 1st check-in area located on Veterans Way and Cactus Ave.  
All entries must enter from Cactus Ave.  
The Equestrian lot off of Alessandro Blvd and Veterans Way will be the Equestrian staging area, after check-in.

- Check-in and staging begins at 7:30 a.m.
- Parade will begin at promptly 9:30a.m.



### Legend

- ▲ Parade Route
- × Staging Area
- > Check-In Approach Routes
- Judging Stand

Attachment: Parade Route 2015 (1479 : AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON

# 2015 4th of July Family FunFest Street Closure



-  Closure at Morrison and Dracaea
-  Closure at Dracaea and Mascot

**Attachment: Street Closure Map Fun Fest 2015 (1479 : AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY**



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Abdul Ahmad, Fire Chief

**AGENDA DATE:** May 26, 2015

**TITLE:** PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Waive the formal bidding process in accordance with Moreno Valley Municipal Code 3.12.260 for the purchase of (1) 4X2 two-door conventional cab Urban Search and Rescue vehicle utilizing cooperative purchasing or “piggybacking on Riverside County’s bid awarded to Inland Kenworth Inc.
2. Authorize the purchase of one (1) 4x2 two-door conventional cab Urban Search and Rescue vehicle from Inland Kenworth Inc.
3. Authorize the City Manager, or her designee, to execute a purchase order in the amount of \$112,842 to Inland Kenworth Inc.
4. Authorize an annual expenditure appropriation of \$16,005 for replacement charges.

### **SUMMARY**

This report recommends the purchase of an Urban Search and Rescue vehicle for the City of Moreno Valley. With the City’s population density, commercial/industrial developments, major transportation corridors, and historical emergency incident responses, there is great potential for significant injuries and loss of life in a major earthquake or other natural or manmade disaster. These events often include Fire Department personnel to perform complex procedures which often involve the extrication and rescue of people trapped in confined spaces due to structural collapses, transportation incidents, and/or trench collapses.

## **DISCUSSION**

Urban Search and Rescue (USAR) is a function of the Fire Department which involves locating, extrication and rescue of people trapped in confined spaces due to structural collapses, transportation incidents, trench collapses and natural disasters such as an earthquake. USAR units are categorized by a typing system defined by the State of California Office of Emergency Services (OES), Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) program.

The City of Moreno Valley's USAR program currently meets the USAR Type-3 FIRESCOPE standard with units that consist of an eighteen foot (18') bumper-pull travel trailer, which has been customized to carry rescue equipment, and is pulled by a 2008 Ford pick-up truck. However, it has been recognized that a USAR Type-2 unit, which is the proposed 4x2 two-door conventional cab USAR vehicle, is necessary to serve the City of Moreno Valley for the following reasons:

- There is a significant safety issue for fire personnel when responding to USAR incidents because:
  - 1.) The current USAR will have to go without necessary resources due to the weight limitations therefore leaving firefighters without critical equipment; or
  - 2.) Personnel are required to place all required equipment on the USAR which causes the unit to be over the allotted weight limit.
- The current USAR trailer and truck cannot carry any additional equipment due to exceeding maximum weight limitations and limited storage spaces in both pieces of equipment.
- The current USAR trailer and truck is not able to respond to incidents with lights and sirens, commonly known as "Code-3", which allows for a delayed response to emergencies.

The City resides in a location that is central to several major earthquake faults and with the City's population density, commercial/industrial developments, major transportation corridors, and historical emergency incident responses, there is great potential for significant injuries and loss of life in a major earthquake or other natural or manmade disaster events.

On October 14, 2014 the Riverside County Purchasing & Fleet Services Division closed RFQ # FRARC 203A for a cab and box truck. Two responses were received of which Inland Kenworth was the lowest responsive bidder that met the specifications. Per City of Moreno Valley Ordinance No. 587, Chapter 3.12, Section 260 "Where advantageous for the city and to the extent consistent with state law, the city manager may authorize the financial and administrative services director or the purchasing manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to

as “piggybacking,” without further contracting, solicitation or formal bidding as described in this chapter.” (Ord. 844 § 2, 2012).

The City intends to utilize the competitive award to Inland Kenworth by Riverside County. Inland Kenworth has agreed to honor the price as quoted to the county with a slight modification to the body section of the vehicle in order to fulfill the City’s requirements.

### **ALTERNATIVES**

1. Approve the purchase of one (1) 4x2 two-door conventional cab Urban Search and Rescue vehicle from Inland Kenworth; authorize the Purchasing Manager to execute a purchase order in the amount of \$112,842 to Inland Kenworth and authorize the appropriation of \$16,005 in the General Fund for the annual replacement charges.

***Staff recommends this alternative as it will provide the City of Moreno Valley with efficient, effective and safe responses to all incidents requiring a USAR vehicle.***

2. Do not approve the purchase of one (1) 4x2 two-door conventional cab Urban Search and Rescue vehicle with associated equipment from Inland Kenworth; do not authorize the Purchasing Manager to execute a purchase order in the amount of \$112,842 to Inland Kenworth and authorize the appropriation of \$16,005 in the General Fund for the annual replacement charges.

***Staff does not recommend this alternative as it will not provide the City of Moreno Valley with efficient, effective and safe responses to all incidents requiring a USAR vehicle.***

### **FISCAL IMPACT**

During the Fiscal Year 13/14-14/15 budget cycle, the City reserved \$611,062 in the Equipment Reserve Fund (7510) to replace an aerial ladder truck, however, it was later determined that this reserve truck would be declared surplus and was sold to the Riverside County Fire Department. In July 2014, the sale of this piece of equipment generated \$230,000 in revenue and was placed into the City’s General Fund (9110).

In August 2014, the Fire Department identified the need to replace two (2) paramedic squads with the Equipment Reserve Fund (7510) in the amount of \$290,000. City Council then approved the remaining equipment funds of \$316,686 within fund 7510 to be reserved specifically for future Fire Department vehicle(s) or equipment replacement for eighteen (18) months.

In March 2015, City Council approved Resolution No. 2015-20 which adopted the Mid-Year Revised Operating Budgets for the City of Moreno Valley for Fiscal Year 2014/15. In Exhibit A of the Chief Financial Officer’s Staff Report is the amended budget proposal which itemized the purchase of the USAR vehicle and associated equipment for



\$160,050. The Fire Department will utilize \$112,842 for the purchase of the new vehicle and use the remaining balance of \$47,208 to purchase the required associated equipment.

If approved, the following transaction will occur in the City’s financial system to reflect the annual replacement fees. The items will also be adjusted in the Proposed Budget for FYs 2015/16 – 2016/17:

Description	Fund	GL Account No.	Type (Rev/Exp)	FYs 15/16 and 16/17 Budget	Proposed Adjustments	FYs 15/16 and 16/17 Amended Budget
General Fund-Fire	General Fund	1010-40-45-30110-692050	Exp	\$0	\$16,005	\$16,005
Equipment Maintenance/Fleet Ops	General Fund	7410-99-99-97410-585020	Rev	\$2,125,000	\$16,005	\$2,141,005

**NOTIFICATION**

N/A

**PREPARATION OF STAFF REPORT**

Prepared By:  
Alia A. Rodriguez  
Emergency Management Program Manager

Department Head Approval:  
Abdul R. Ahmad  
Fire Chief

Concurred By:  
Mark E. Williams  
Battalion 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.

**ATTACHMENTS**

1. Riverside County RFQ-230A
2. Riverside County FPARC-66997
3. Inland Kenworth Quote

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/15 2:47 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 5:55 PM

City Manager Approval

✓ Approved

5/21/15 9:46 AM

# REQUEST FOR QUOTE # FPARC-230A 1 Each, Box Truck



By: John M. Miller  
Procurement Contract Specialist  
Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4814  
Email: jmmiller@co.riverside.ca.us

NIGP Code(s): 07208

**Vendor Name:**

**INSTRUCTIONS TO BIDDERS**

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
3. **Second Step-Public Purchase** - Public Purchase is a 3rd party web based e-Procurement service provider utilized by the County of Riverside for RFQ’s and RFP’s. It will take only minutes to register and it is free. For future bidding opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>.
4. For all RFQ’s Riverside County’s Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
5. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
6. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
7. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us), or by contacting Riverside County Purchasing at 951-955-4937 and requesting a copy be faxed, or mailed to you.
8. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
9. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
10. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
11. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
12. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions.
13. **Local Preference** - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive bidder is a non-local vendor, the low local vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to meet the overall low bidder’s price and will receive the award. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location and file the Local Preference Affidavit with their bid submittal. To qualify for local preference Bidder must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.  
or
14. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from **certified** disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid

**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ**

√ APPENDIX "A"                      √ EXHIBITS                      √ #116-260 Local Business Qualification Affidavit

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

√ #116-200      General Conditions Product/Personal/Professional Services                      √ #116-210      General Conditions Materials and/or Services  
√ #116-230      General Conditions - Equipment

To access any of these General Conditions go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendor link. If an addendum is issued for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

**APPENDIX A****1.0 INFORMATION**

- 1.1 LIQUIDATED DAMAGES - It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the County, and pursuant to the bid specifications, damage will be sustained by the County, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained. Therefore, it is agreed that the successful bidder shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$300.00 per week (seven (7) calendar days) for each and every week that a delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount from any payment due or that may become due to the vendor under the contract.
- 1.2 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.3 MANUFACTURER REBATE \$ \_\_\_\_\_ Cash discount shall be applied to grand total.
- 1.4 Delivery: \_\_\_\_\_ calendar days after receipt of order.
- 1.5 Please Check: \_\_\_ Disabled Veteran \_\_\_ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference, Bidders please submit form 116-260.
- 1.6 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. Bidder must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 PM.

**2.0 PURPOSE/BACKGROUND**

The County of Riverside Purchasing/Fleet Services Division on behalf of Riverside County Fire is soliciting quotations for vehicles as detailed in Attachment "A", Specifications of this RFQ.

**3.0 TIMELINE****DATES:**

1. RELEASE OF REQUEST FOR QUOTATION	Thursday, September 25, 2014
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	<b>Must be submitted by:</b> <b>Date: Wednesday, October 1, 2014</b> <b>Time: 1:30 PM Pacific Time</b>
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	<b>Wednesday, October 8, 2014</b> <b>On or before 1:30 PM Pacific Time</b>
4. TENTATIVE DATE FOR AWARDED CONTRACT	5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

**4.0 METHOD OF AWARD**

The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.

Quotations will be evaluated based on relevant factors, including but not limited to the following:

- a. Lowest overall purchase price (per vehicle requested)
- b. Adherence to specifications as detailed in this RFQ
- c. Manufacturer rebate
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

**5.0 EVALUATION PROCESS**

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

**6.0 INTERPRETATION OF RFQ**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com).

**7.0 CANCELLATION OF PROCUREMENT PROCESS**

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award. The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

**8.0 COMPENSATION**

The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

**9.0 BACK ORDERS**

The County will not accept any substitutions or backorders, unless expressed and approved by the County.

**10.0 WARRANTY**

Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

**11.0 DELIVERY**

Delivery appointments MUST be made with the Riverside County Fire Department, 72 hours prior to scheduled delivery date. The contact person will be provided upon award of bid. The County will not be responsible for cost incurred due to shipments attempted during non-receiving hours or unscheduled deliveries. All delivery of products must be F.O.B. Destination. Delivery address:

Riverside County Fire Department  
210 W. San Jacinto Ave  
Attn: Troy Grotenhuis  
Perris, CA 92570  
Monday – Thursday between 8:00 AM to 4:00 PM Pacific Time

**12.0 USE BY OTHER POLITICAL ENTITIES**

The awarded vendor agrees to extend the same pricing, terms, and conditions to every Riverside County political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the awarded vendor; and County shall in no way be responsible to the vendor for other entities' purchases.

**13.0 CONFIDENTIALITY AND PROPRIETARY DATA**

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify

County of Riverside  
Purchasing & Fleet Services

Request for Quote #FPARC-230A  
Closing Date: October 8, 2014 1:30 P.M. Pacific Time

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

Attachment: Riverside County RFQ-230A (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)



**14.0 BIDDING GENERAL REQUIREMENTS**

- a. The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions.
- b. All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).
- c. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.
- d. The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.
- e. Quotes must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.
- f. **Late quotations will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

**14.1 Bid Sheet Instructions:**

- a. A single bid sheet (Attachment "A") has been provided. Please make additional copies as needed. One bid sheet should be completed for each item, or alternate bid.
- b. Bidders shall complete each section of the “Bidders Comments/Exceptions” in the attached specifications (Attachment "A") indicating specific size and model of all components when not exactly as specified.
- c. Please check “Meets Specifications” if the item is exactly as set forth in the Middle Column.
- d. Attachment A must be signed and the company name, representative, date, terms, and delivery schedule must be included.
- e. Each vehicle shall be a new and currently advertised model of the manufacturer’s latest design (2014); equipped with all standard component items identified in the manufacturer’s description and specification publications, whether or not specifically requested and except where optional components are specified herein.
- f. Where applicable, each unit shall be equipped with all legal devices required for highway operation and meet all D.O.T., State of California, CALOSHA, and federal standards and requirements.
- g. It is the intent of these specifications to describe vehicles as detailed in Attachment "A", Specifications of this RFQ in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete vehicle shall be included in the bid and shall conform in strength, quality of workmanship to what is usually provided the trade in general. The specifications herein shall not be construed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction.

**ATTACHMENT "A"**  
**SPECIFICATIONS**

**ONE (1) EA 2014 OR LATER FREIGHTLINER M-2, 106 or PETERBILT 337 or KENWORTH 370 (or equal) 4X2 TWO DOOR CONVENTIONAL CAB (DAY CAB) WITH A 22' CARGO BOX.**

Cumulative miles/hours shall not exceed 500-miles/8-hours at time of delivery. ALL VEHICLES MUST BE DELIVERED WITH FUEL TANK(S) FULL. The vehicle must meet all California emission standards and have all legal safety devices.

NOTICE: TECHNICAL SPECIFICATIONS – The minimum requirements acceptable are listed below. Bidder shall complete right-hand column indicating specific size and/or make and model of all components, when not exactly as specified or check Meets Specifications if car is exactly as set forth in the left-hand column. FAILURE TO COMPLETE RIGHT-HAND COLUMN WILL INVALIDATE BID. ALL COMPONENTS NOT "OEM" IN ORIGIN MUST BE IDENTIFIED ON THIS BID.

The following specifications are for Quantity, Model, and Brand. All specifications are "OR EQUAL" unless noted in Vehicle Specification sections.

<b>Vehicle Specifications</b>	<b>Meets Specifications Yes or No</b>	<b>Bidder Comments/Exceptions</b>
<b>WHEELBASE: TO BE DETERMINED BY MANUFACTURER</b>		
<b>ENGINE: CUMMINS ISL9 DIESEL ENGINE, 345 HP/1150 LB-FT TORQUE (NO EXCEPTIONS)</b>		
<b>TRANSMISSION: ALLISON 3000 AUTOMATIC TRANSMISSION WITH PTO PORT.</b>		
<b>STEERING: TILT STEERING WHEEL, POWER STEERING</b>		
<b>BRAKES: AIR BRAKES, DISC BRAKES FRONT, DRUM BRAKES REAR.</b>		
<b>SEATS: DRIVER BUCKET SEAT, PASSINGER BENCH SEAT</b>		
<b>COOLING: FACTORY STANDARD</b>		
<b>BATTERY: TWO HEAVY DUTY BATTERIES, BATTERY SHUTOFF SWITCH</b>		
<b>ALTERNATOR: 130 AMP OR BETTER</b>		
<b>COLOR:</b> Exterior—BRIGHT WHITE Interior— GREY		
<b>MIRRORS: BREAKAWAY MIRRORS, EXTEND FAR ENOUGH OUT SEE PAST THE CARGO BOX.</b>		
<b>SUSPENSION: FRONT LEAF SPRING AND REAR TO BE AIR RIDE SUSPESION SYSTEM</b>		

<p><b>FACTORY ITEMS:</b></p> <ol style="list-style-type: none"> <li>1. FRAME RAILS ¼ INCH THICK X10 INCH .</li> <li>2. FRONT FRAME MOUNTED TOW HOOKS</li> <li>3. 33,000 POUND GVWR</li> <li>4. 12,000 POUND MERITOR FRONT STREER AXLE RATING.</li> <li>5. 21,000 POUND MERITOR SINGLE REAR DRIVE AXLE RATING.</li> <li>6. FRONT HOOD TO BE MADE OUT OF FIBERGLASS, TILT FORWARD TO GAIN EXCESS TO ENGINE.</li> </ol>		
<p><b>RADIO:</b> AM/FM WITH CD PLAYER</p>		
<p><b>GAUGES:</b> FACTORY STADARD</p>		
<p><b>FUEL TANK:</b> 100 GAL FUEL AND 13 GAL DEF TANK</p>		
<p><b>AIR CONDITION:</b> FACTORY STADARD A/C</p>		
<p><b>WHEELS AND TIRES:</b> ALUMINUM WHEELS ON FRONT AND REAR WHEELS. FRONT AND REAR TIRE SIZE TO BE DETERMINED FOR OVERALL HEIGHT NOT TO EXCEED 12' HIGH.</p>		
<p><b>REAR BUMPER:</b> DOCK BUMP STOPS WITH LIFT GATE.</p>		
<p><b>TRANSFER CASE:</b> N/A</p>		
<p><b>SPECIAL ITEMS:</b></p> <ol style="list-style-type: none"> <li>1. REAR END: DRIVER CONTROLLED SELECTABLE LOCKING DIFFERENTIAL (NOT A DETROIT LOCKER)</li> <li>2. GEAR RATIO: TO OPTAIN TOP SPEED 75 MPH</li> </ol>		

Attachment: Riverside County RFQ-230A (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

<p><b>OPTIONS REQUIRED:</b></p> <ol style="list-style-type: none"> <li>1. <b>CARGO BOX 22'LONG</b></li> <li>2. WHITE IN COLOR TO MATCH CAB</li> <li>3. OVERALL BOX HEIGHT NOT TO EXCEED 12' FOOT FROM GROUND TO TOP OF BOX</li> <li>4. MINIMUM INSIDE BOX HEIGHT CLEARANCE TO BE 7' FEET 6" INCHES</li> <li>5. FULL WIDTH ROLL UP DOOR AT THE REAR OF THE BOX</li> <li>6. TWO ROWS OF TIE DOWN TRACK STRIP LOCATED ON THE INNER SIDES (RIGHT AND LEFT) OF THE BOX AND ON THE INNER FRONT WALL OF THE BOX</li> <li>7. LED LIGHTS TO BE LOCATED ON THE INSIDE OF THE BOX. LIGHTS SHALL BE THE FULL LENGTH OF THE BOX AND MOUNTED IN THE OF THE INTERIOR OF THE BOX ROOF/CEILING. SWITCH TO CONTROL THE LIGHTS SHALL BE LOCATED IN THE CAB.</li> <li>8. FULL WIDTH LIFT GATE WITH A WEIGHT RATING OF 4400 Lbs.</li> <li>9. CARGO RAMP TO BE STORED BETWEEN THE FRAME RAILS/UNDER THE BOX.</li> <li>10. CARGO BOX TO BE 8 FOOT WIDE</li> </ol>		
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Attachment: Riverside County RFQ-230A (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

**Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

**Definition of Local Business**

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

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

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous

Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc): \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.**

Attachment: Riverside County RFQ-230A (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)



**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services Department  
 2980 Washington St  
 Riverside, CA 92504  
 Phone: (951) 955-4937  
 Fax: (951) 955-4948

**PURCHASE ORDER**

Vendor Instructions

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Packaging Slip showing P.O. number and contents must accompany each shipment.</li> <li>2. No charge for packaging or drayage will be allowed except when specified in order.</li> <li>3. No partial billings except when specified in the order.</li> <li>4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.</li> </ol> | <ol style="list-style-type: none"> <li>5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.</li> <li>6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.</li> <li>7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes</li> <li>8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work</li> </ol> |
|--|---|

**FIRE PROTECTION**

County Fire  
 Fire Service Center  
 210 W San Jacinto Ave  
 Perris CA 92570  
 United States

		Dispatch Via Print
<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>
FPARC-0000066997	2014-10-16	
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
Net 30	FOB Destination, Freight Paid	BEST WAY
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>
John Miller		USD

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Current Production Year Two Door Conventional Cab (Day Cab) with 22' Cargo Box Truck Kenworth T300 Series Conventional Truck. Model # T370 Per Specifications of RFQ # FARC-230A and Inland Kenworth Quote Dated 10/7/2014		1.00	EA	0.00	0.00	12/15/20

**Schedule Total** 0.00  
**Item Total 07208** 0.00

TOTAL AMOUNT OF PO SHALL NOT EXCEED \$110,347.50

ALL TERMS AND CONDITIONS OF RFQ # FPARC-230A DATED SEPTEMBER 25, 2014 ARE HEREBY INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN.

Reference Inland Kenworth quotation dated October 7, 2014  
 TERMS: Net 30 Days, FOB: Delivered. LEAD TIME: 90 days, ARO.  
 PLEASE CALL: Troy Grotenhuis 24 Hours Before Delivery at (951) 940-6357

Vendor Instructions

1. No partial billings except when specified in the order.
  2. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY
  3. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
- Ship To: Riverside County Fire Department  
 210 W. San Jacinto Ave  
 Perris, CA 92570  
 United States

Invoice To: Riverside County Fire Department  
 Attn: Accounts Payable  
 210 W. San Jacinto Ave  
 Perris, CA 92570  
 United States

Authorized Signature

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)



**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services Department  
 2980 Washington St  
 Riverside, CA 92504  
 Phone: (951) 955-4937  
 Fax: (951) 955-4948

**PURCHASE ORDER**

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

**FIRE PROTECTION**

County Fire  
 Fire Service Center  
 210 W San Jacinto Ave  
 Perris CA 92570  
 United States

		Dispatch Via Print
<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>
FPARC-0000066997	2014-10-16	
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
Net 30	FOB Destination, Freight Paid	BEST WAY
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>
John Miller		USD

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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This purchase shall be financed through a third party leasing company. This third party arrangement shall not affect the contractual relationship between the County and your firm. Because of the third party financing, the amount indicated in the "Amount" column reflects only amounts due to your company directly from the County. The County generally finances 100% of the cost and therefore, this amount is usually \$0.00. Your financial compensation is noted in the descriptive section of this order and will be reflected in the Blanket Purchase Order the County issues the Lein Holder for payment. The leasing departments name, address, contact person, and phone number shall be noted below.

Send all title and registration information to:  
 Riverside County Fire Department  
 Attn: Jose Ledesma  
 210 W. San Jacinto Ave  
 Perris, CA 92570  
 United States  
 (951) 940 - 6326

LEIN HOLDER:  
 Bank of America Public Capitol Corp  
 Attn: Eileen Harwell  
 2059 Northlake Parkway 4th Floor  
 Tucker GA 30084  
 Email: Eileen.Harwell@baml.com

John M. Miller  
 Procurement Contract Specialist  
 Riverside County Fire Department  
 john.miller@fire.ca.us  
 951-940-6336

Authorized Signature

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

**Miller, John@CALFIRE**

**From:** Ron Brooks <RonBrooks@inland-group.com>  
**Sent:** Friday, October 10, 2014 8:15 AM  
**To:** Miller, John@CALFIRE  
**Subject:** RE: Proposal

Hello John,

The total price for this complete truck including van body is, \$110,353.90.

Ron

**From:** Miller, John@CALFIRE [<mailto:John.Miller@fire.ca.gov>]  
**Sent:** Friday, October 10, 2014 8:08 AM  
**To:** Ron Brooks  
**Subject:** RE: Proposal

Good morning Ron,

Please clarify the total delivered price to the County .

Thanks,  
 John

**From:** Ron Brooks [<mailto:RonBrooks@inland-group.com>]  
**Sent:** Wednesday, October 08, 2014 10:59 AM  
**To:** Miller, John@CALFIRE  
**Subject:** RE: Proposal

Received your voice mail, have 2 meetings than I will call you, thanks for call

**From:** Miller, John@CALFIRE [<mailto:John.Miller@fire.ca.gov>]  
**Sent:** Wednesday, October 08, 2014 9:26 AM  
**To:** Ron Brooks  
**Subject:** RE: Proposal

Thank you Ron. Could you please post your quote to the Public Purchase website under RFQ # FPARC-230A? The website is [www.publicpurchase.com](http://www.publicpurchase.com). Please call me if you have any questions at 951-940-6336.

Thanks,  
 John

**From:** Ron Brooks [<mailto:RonBrooks@inland-group.com>]  
**Sent:** Wednesday, October 08, 2014 9:22 AM  
**To:** [jmiller@co.riverside.ca.us](mailto:jmiller@co.riverside.ca.us)  
**Cc:** Miller, John@CALFIRE  
**Subject:** Proposal



Morning John,

Thank you for this opportunity, please see attached proposal. Price quoted includes full fuel tank and complete truck and body as requested. please let me know of any questions or concerns.

Respectfully,  
Ron

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

KENWORTH

Inland Kenworth Inc. H38  
9730 Cherry Ave

County of Riverside  
2980 Washington Street

Fontana, United States 92335  
Phone:  
Fax:  
Email:

Riverside, California United States 92504  
Phone: (951) 955-4814  
Fax:  
Contact Email: jmmiller@co.riverside.ca.us  
Prepared for: John M Miller

**Vehicle Summary**

	<b>Unit</b>		<b>Chassis</b>	
Model:	T300 Series Conventional.	Fr Axle Load (lbs):		12000
Type:	FULL TRUCK	Rr Axle Load (lbs)		21000
Description:	T370 Van	G.C.W. (lbs):		33000
	<b>Application</b>	Road Conditions:		
Intended Serv.:	Local pickup & delivery.	Class A (Highway)		90
Commodity:	Vehicles which haul	Class B (Hwy/Mtn)		10
	General freight	Class C (Off-Hwy)		00
	<b>Body</b>	Class D (Off-Road)		00
Type:	Van	Maximum Grade:		6
Length (ft):	22.0	Wheelbase (in):		236
Height (ft):	12.0	Overhang (in):		105
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):		68
	<b>Trailer</b>	Cab to Axle (in):		168
No. of Trailer Axles:	0	Cab to EOF (in):		273
Type:		Overall Comb. Length		382
Length (ft):	0.0	(in):		
Height (ft):	0.0			
Kingpin Inset (in):	0	<b>Special Req.</b>		
Corner Radius (in):	0	California Registry		
	<b>Restrictions</b>			
Length (ft):	120			
Width (in):	102			
Height (ft):	13.5			

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

	<p>Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a>.</p> <p>PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.</p>
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Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	10/7/2014 11:57:23 AM	<b>Complete</b>	Model Number:	T300 Series Conventional.
Effective Date:	Aug 1, 2014		Quote/DTPO/CO:	Q75513495
Prepared by:	ID: RonBrooks		Version Number:	34.10

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

Inland Kenworth Inc. H38  
9730 Cherry Ave

County of Riverside  
2980 Washington Street

Fontana, United States 92335  
Phone:  
Fax:  
Email:

Riverside, California United States 92504  
Phone: (951) 955-4814  
Fax:  
Contact Email: jmmiller@co.riverside.ca.us  
Prepared for: John M Miller

Model	Description	Weight
	<b>T300 Series Conventional.</b> Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,830
	<b>T370 Class 7: medium-duty Conventional.</b>	0
	<b>Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).</b>	0
	<b>CARB Idle Emissions Reduction Feature for PX-7 and PX-9</b>	0
	<b>Medium-duty 4x2 automatic.</b>	0
	<b>General freight</b>	0
	<b>Local pickup &amp; delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets &amp; highways, &amp; other paved surfaces, including limited Class C roads. Includes package &amp; freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.</b>	0
	<b>Van</b>	0
	<b>California Registry</b>	0

**Engine & Equipment**

<b>PX-9 345 2013 345@1900 330@2100 1150@1400</b>	<b>555</b>
Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing.	
N09200 N205 120...Standard Maximum Speed Limit [LSL]	
N09220 N207 0....Expiration Distance	
N09240 P09 120...Hard Maximum Speed Limit	
N09260 P14 75...Maximum Accelerator Pedal Vehicle Speed	
N09280 P16 0....Accelerator Lower Droop	
N09300 P19 75...Maximum Cruise Speed	
N09320 C143 0....Cruise Control Lower Droop	
N09380 N203 252...Reserve Speed Function Reset Distance	
N09380 N202 0....Maximum Cycle Distance	
N09400 N206 10...Maximum Active Distance	
N09420 N201 0....Reserve Speed Limit Offset	
N09440 P11 No...Engine Protection Shutdown	
N09460 P08 No...Gear Down Protection	
N09480 P28 1400.Max PTO Speed	

N09520 P04 No...Auto Engine Brake In Cruise  
 N09540 N209 0...Expiration Distance  
 N09560 P520 Yes...Enable Idle Shutdown Park Brake Set  
 N09580 P32 5...Timer Setting  
 N09800 P233 Yes...Enable Impending Shutdown Warning  
 N09820 P234 60...Timer For Impending Shutdown Warning  
 N09840 P516 35...Engine Load Threshold  
 N09880 P33 No...Idle Shutdown Manual Override  
 N09720 P230 Yes...Enable Hot Ambient Automatic Override  
 N09740 P48 40...Low Ambient Temperature Threshold  
 N09760 P56 60...Intermediate Ambient Temperature Threshold  
 N09780 P47 80...High Ambient Temperature Threshold

Prospector version 34.0 Supersedes previous version 33.0	0
Meets Cummins Gearing Recommendations	0
Effective VSL Setting NA	0
Engine Idle Shutdown Timer Disabled	0
Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
Air compressor: Cummins 18.7 CFM, Cummins, PACCAR PX engines.	0
Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
Fan Hub: Horton On/Off for PX-8 or ISLG	0
Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
Horizontal series DPF/SCR for PX-8, PX-9 with horizontal tailpipe below RH rail.	15
Fleetguard filter/Water separator FS1063 w/WIF (water in fuel) sensor. For PACCAR PX-8/PX-9 or Cummins ISL engines.	0
Alternator: PACCAR 160 amp, brush type	0
Batteries: 2 PACCAR GP31 threaded post (700) 1400 CCA dual purpose.	0
<b>12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION</b>	
Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0

**Transmission & Clutch**

Transmission: Allison 3000RDS 8-speed w/PTO drive gear. 8th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
Driveline: 3 SPL170XL 2 centerbearing requires 3500057 interaxle driveline.	152
Torque converter included w/Allison Transmission.	0
Deletes Allison FuelSense	0
Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0

**Front Axle & Equipment**

Dana Spicer E-1202I Front Axle rated 12K 3-1/2in. drop.	0
Front brakes included w/ front hub package.	0

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

<b>Bendix 14.6K Air Disc Brake. Package includes</b> spined rotor for air disc brakes with aluminum LMS hub pilot hubs, hubcaps. For use w/ 22-1/2in. Wheels.	
<b>Front Springs: Taperleaf 12K w/ shock absorber</b> 54 in. T270/370 only for use on air disc brakes/RSD 2010+ chassis w/ 22.5in. wheels only.	57
<b>Single power steering gear: 13.2K TRW THP60 for</b> air brakes. Use only w/ 2010+ chassis.	0
<b>Rear Axle &amp; Equipment</b>	
<b>Single Dana Spicer S21-170 single reduction rear</b> axle. Single rear axle rated at 21K.	182
<b>Rear Axle Ratio - 4.56.</b>	0
<b>Single rear brakes included w/rear hub package.</b>	0
<b>23K air brake package includes 16-1/2x7 in.</b> brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, automatic slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
<b>Spring Brake: 3030 high output single.</b>	0
<b>Bendix 4S/4M anti-lock brake system.</b>	0
<b>Wheel Differential Lock for Dana Spicer Axles</b> S21-170, S21-190, S23-170, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	28
<b>Rear suspension: single Kenworth Airglide 210L</b> 21K 6.5 in. ride height w/single leveling valve. Includes air suspension dump valve.	-145
<b>Tires &amp; Wheels</b>	
<b>Front tires: Bridgestone R268ECOPIA 295/75R22.5</b> 14PR. 40.3 in. diameter, all position. Side wall protector bar. 18.8 in. SLR. For P&D & construction vocations. Smartway certified.	0
<b>Rear tires: Bridgestone R268ECOPIA 295/75R22.5</b> 14PR. 40.3 in. diameter, all position. Side wall protector bar. 18.8 in. SLR. For P&D & construction vocations. Smartway certified. Code is priced per pair of tires.	0
<b>Rear Tire Quantity: 4</b>	0
<b>Front wheel: Alcoa 88367 22.5x8.25 aluminum with</b> Lvl One [TM] finish, hub pilot mount. 7,400 lb. maximum rating. Air disc brake compatible.	-44
<b>Rear wheel: Alcoa 88367 22.5x8.25 aluminum with</b> Lvl One [TM] finish, hub pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.	-88
<b>Rear Wheel/Rim Quantity: 4</b>	0
<b>Frame &amp; Equipment</b>	
<b>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to</b> 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	411
<b>Bumper: Aerodynamic, Painted. Requires a</b> bumper setting code.	0
<b>40.9 in. Bumper setting. Requires a bumper code.</b>	0
<b>Front mudflaps.</b>	0
<b>Battery box: Steel parallel under w/ aluminum</b> diamond plate cover w/ step w/ aluminum step brackets.	0
<b>Battery box location: LH Side.</b>	0

## Square end-of-frame w/ 0 crossmember; non-towing.

## Fuel Tanks &amp; Equip

Fuel Tank: 100 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	0
Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified, but will not be displayed in the Prospector graphic. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Required capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel re-fillings for every DEF re-filling.	0
Polished straps for 1 DEF Tank any size.	0
DEF tank location is on the RH.	0
Location: 100 gal fuel tank RH under cab	0

## Cab &amp; Equipment

Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
Cab door bearing blocks, top & bottom.	0
Hood: Sloped aerodynamic hood includes grill & separate bumper.	0
Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
Adjustable telescoping tilt steering column.	10
5 sets of keys. Replaces standard 2 sets of keys.	0
Two spare switches: Wired to power.	0
Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240820 to switch primary scale to KPH in Canada.	0
Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floor mats, LH/RH inside sunvisor & door courtesy lights.	0
Driver seat: Kenworth Air cushion Plus HB cloth. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.	0
Rider seat: 2 man bench cloth. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.	61
Driver/Rider seat belts: Red, replace standard. Driver & Rider NFPA compliant. Includes rider bench seat.	0
Kenworth Radio with AM/FM/WB/CD/USB and Bluetooth	4

	<b>Dome lamp over driver door.</b>	
	<b>Self cancelling turn signal: W/head light dimmer switch .</b>	0
	<b>Cab access contoured grabhandles, LHRH.</b>	0
	<b>DAYLITE DOOR: LHRH INCL RH PEEPER WINDOW</b>	0
	<b>Single rectangular air horn 23 in. LH top of roof includes air horn cover.</b>	6
	<b>Dual convex mirrors 7-1/2 in. w/ offset mounting, and non-heated.</b>	0
	<b>Single convex mirror 8-1/2 in. x 4-7/16 in. located on rider side, and non-heated.</b>	0
	<b>Mirror: Dual Moto heated mirrors 7 in. x 16 in. LH &amp; RH remote controlled. Switch located on door pad.</b>	4
	<b>Mirror brackets 8-1/2 ft load width.</b>	0
	<b>Electric-powered LH &amp; RH door window lifts. Switch located on door.</b>	4
	<b>Solid rear wall. Deletes rear cab window.</b>	-15
<b>Lights &amp; Instruments</b>		
	<b>Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam</b>	0
	<b>Marker Lights: with small round base, Five cab roof mounted.</b>	0
	<b>Turn Signal Lights: Mounted on fender</b>	0
	<b>Turn Signal Flasher: Kysor solid state.</b>	0
	<b>Combination Stop, Tail, Turn &amp; Backup Lights RH &amp; LH.</b>	0
	<b>Electric Backup Alarm: Meets SAE J994 &amp; OSHA requirements.</b>	4
	<b>Body Builder Harness: Provides harness to extend tail, turn, stop &amp; marker light circuits from standard body builder connector BOC to the end-of-frame. There is a plug on the chassis end &amp; the opposite end is just wires.</b>	0
	<b>Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/turn, tail lamp, high &amp; low beams, marker/clearance lamps, horn, fuel heat, gauges, wipers, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.</b>	0
<b>Air Equipment</b>		
	<b>Air Dryer: Bendix AD-1S heated.</b>	0
<b>Extended Warranty</b>		
	<b>Medium-duty Warranty: 1-year/unlimited mi.</b>	0
	<b>Medium-duty Emissions Surcharge \$7000.</b>	0
<b>Miscellaneous</b>		
	<b>Additional lead time required for off highway &amp; /or specialty component truck.</b>	0
	<b>Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.</b>	4
	<b>One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.</b>	11
<b>Paint</b>		
	<b>Paint color number.</b>	0

N97200 FRAME N0001EA BLACK  
 N97700 BUMPER L0008EB WHITE B/C

Bumper Painted Color A	0
Imron solid 1 color non-sleeper Spec A. Will be White L0008EB if no other color specified.	0
Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Do not drive.	0

Total Weight 11348

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.  
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	10/7/2014 11:57:23 AM	<b>Complete</b>	Model Number:	T300 Series Conventional.
Effective Date:	Aug 1, 2014		Quote/DTPO/CO:	Q75513495
Prepared by:	ID: RonBrooks		Version Number:	34.10

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)





**Inland Kenworth Inc. 1138  
9730 Cherry Ave**

**County of Riverside  
2880 Washington Street**

**Fontana, United States 92335  
Phone:  
Fax:  
Email:**

**Riverside, California United States 92504  
Phone: (951) 955-4814  
Fax:  
Contact Email: jmmiller@co.riverside.ca.us  
Prepared for: John M Miller**

**Fuel Tanks**

Summary

Right Left

Location

Under Cab  
Back Of Cab 1  
Back Of Cab 2  
Between Folds  
Across Folds BOC  
Del Tank.

Type

Material

Options:

Right Side Available Space: 59.90 in. Current Wheelbase Space: 236

Left Side Available Space: 139.00 in. Request Wheelbase Space: 130

Position	Description	Price	Weight
RH Under	Fuel Tank: 100 US gallon 22% aluminum under	213	0
LH Under	Setting line Steel parallel under w/ aluminum	0	0
Del Tank RH	Small round DEF tank, 11 gallons of	260	0

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 10/7/2014 12:15:51 PM  
Effective Date: Aug 1, 2014  
Prepared by: ID: RonBrooks

**Complete**

Model Number: T300 Series Conventional.  
Quote/DTPO/CO: Q01513303  
Version Number: 34.10



**Inland Kenworth Inc. 1138  
9730 Cherry Ave**

**County of Riverside  
2880 Washington Street**

**Fontana, United States 92335  
Phone:  
Fax:  
Email:**

**Riverside, California United States 92504  
Phone: (951) 955-4814  
Fax:  
Contact Email: jmmiller@co.riverside.ca.us  
Prepared for: John M Miller**

**Cruise Performance**

**Configuration: T300 Series Conventional. / FULL TRUCK GCW: 33000  
Quote/DTPO/CO Number: Q75513495  
Aerodynamic Aids: None**

**Engine: 0129545 FX-9 345 2013 34501900 33002100 115001400  
Transmission: 2011205 Transmission: Allison 3000RDS 6-speed  
Rear Axle: 3031170 Single Dana Spicer 821-170 single reduction rear 4.56 Ratio  
Rear Tire: 4279054 Rear tires: Bridgestone R268ECOPIA 295/75R22.5**

**Operating Conditions: 0.7% Rolling Resistance, Engine Fan: Off**

**NOTE: Startability and low speed gradability results for automatic transmissions can be misleading.**

**Startability:**

Transmission Ratio	Maximum Starting Grade (%)
3.49	14.00
1.86	7.10

Engine RPM:	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	1025	1088	1150	1142	1125	1066	1007	954	890	825
Net Torque:	929	990	1049	1043	1028	974	920	872	813	753
Net HP:	212	245	280	298	313	315	315	315	310	301

**Gear Ratios: TRN:(1) 3.49 RAX:(1) 4.56**

Speed (MPH):	8.8	9.5	10.2	11.0	11.7	12.4	13.2	13.9	14.6	15.4
Grade (%):	27.7	29.7	31.7	31.5	31.0	29.2	27.4	25.8	23.9	21.9

**Gear Ratios: TRN:(2) 1.86 RAX:(1) 4.56**

Speed (MPH):	16.5	17.9	19.2	20.6	22.0	23.4	24.7	26.1	27.5	28.8
Grade (%):	13.9	14.9	15.8	15.7	15.4	14.5	13.6	12.7	11.7	10.7

**Gear Ratios: TRN:(3) 1.41 RAX:(1) 4.56**

Speed (MPH):	21.7	23.6	25.4	27.2	29.0	30.8	32.6	34.4	36.2	38.1
Grade (%):	10.2	10.9	11.5	11.4	11.2	10.4	9.7	9.1	8.3	7.5

**Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.**

<b>Printed:</b>	10/7/2014 12:03:41 PM	<b>Complete</b>	<b>Model Number:</b>	T300 Series Conventional.
<b>Effective Date:</b>	Aug 1, 2014		<b>Quote/DTPO/CO:</b>	Q75513495
<b>Prepared by:</b>	ID: RonBrooks		<b>Version Number:</b>	34.10

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)



Gear Ratios: TRN:(4) 1.00 RAX:(1) 4.56  
 Speed (MPH): 30.7 33.2 35.8 38.3 40.9 43.4 46.0 48.5 51.1 53.7  
 Grade (%): 6.6 7.1 7.5 7.3 7.0 6.5 5.9 5.3 4.7 4.0

Gear Ratios: TRN:(5) 0.75 RAX:(1) 4.56  
 Speed (MPH): 40.9 44.3 47.7 51.1 54.5 57.9 61.3 64.7 68.1 71.5  
 Grade (%): 4.2 4.4 4.6 4.4 4.1 3.5 2.9 2.4 1.8 1.1

Gear Ratios: TRN:(6) 0.65 RAX:(1) 4.56  
 Speed (MPH): 47.2 51.1 55.0 59.0 62.9 66.8 70.8 74.7 78.6 82.5  
 Grade (%): 3.1 3.2 3.3 3.0 2.6 2.1 1.4 0.8 0.2 -0.5

Unpublished options may require review/approval.  
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	10/7/2014 12:03:41 PM	<b>Complete</b>	Model Number:	T300 Series Conventional.
Effective Date:	Aug 1, 2014		Quote/DTPO/CO:	Q75513485
Prepared by:	ID: RonBrooks		Version Number:	34.10



# BUYERS ORDER & PURCHASE AGREEMENT

**INLAND KENWORTH (US) INC.**

9730 Cherry Avenue

Fontana, California 92335

Phone : (909) 823-8855 Fax: (909) 823-2898

<b>DATE:</b>	10/7/2014	<b>BUYER'S NAME:</b>	County of Riverside
<b>ADDRESS:</b>	2880 Washington St.	<b>PHONE:</b>	
<b>CITY:</b>	Riverside	<b>STATE:</b>	Ca.
<b>ZIP:</b>	92504		

<b>QUANTITY:</b>	1	<b>NEW:</b>	New	<b>COLOR:</b>	White
<b>YEAR:</b>	2015	<b>MAKE:</b>	Kenworth	<b>MODEL:</b>	T370
<b>SERIAL # (s):</b>	N/A				
<b>STOCK # (s):</b>	New Vehicle				

**ADDITIONAL PROVISIONS:**  
Price below INCLUDES body.

**SALESPERSON:** Ron Brooks

ORIGINAL TRADE ALLOWANCE (Estimated: Subject to Reappraisal)	
Original Trade Allowance:	\$0.00
Less Payoff:	\$0.00
Net Trade Equity:	\$0.00

Avg Price / Unit	Qty	Purchase Total
\$100,425.00	1	\$100,425.00
FET		\$0.00
Ext. Warranty		\$0.00
Administration		\$220.00
Documentation		\$80.00
License & Title		\$1,578.00
Tire Disposal Fee		\$10.50
Sales Tax		\$8,040.40
Out of State Delivery		\$0.00
Other		\$0.00
<b>Total</b>		<b>\$110,353.90</b>
Cash Deposit		\$0.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$110,353.90

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER, THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH CONSISTS OF (3) PAGES AND INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS ON PAGE (3), WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

**AGREED BY PURCHASER**

\_\_\_\_\_  
 Name Title Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**ACCEPTED BY SELLER**

\_\_\_\_\_  
 Name Title Date

**THANK YOU FOR YOUR BUSINESS!**

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

## TERMS AND CONDITIONS

1. As used in this Agreement (a) "Seller" means Inland Kenworth (US), Inc., a corporation, (b) "Buyer" means the party executing this Agreement as shown on page 1, (c) "Manufacturer" means the entity that manufactured the Vehicle as shown on page 1 and (d) "Vehicle" means and includes the vehicle(s), chassis equipment and/or accessory(ies) ordered and purchased by Buyer as identified on page 1. It is understood by Buyer that (i) Seller is not the agent of Manufacturer for any purpose, and (ii) Seller and Buyer are the only parties to this Agreement and Manufacturer is not a party to this Agreement.
2. An order from Buyer shall only be deemed placed when this Agreement has been signed by both the Buyer and Seller which shall be the only method by which Buyer commits to purchase the Vehicle and Seller commits to sell the Vehicle unless otherwise agreed by Buyer and Seller in writing, signed by both parties. Buyer shall fully cooperate with Seller in connection with such order and delivery of the Vehicle, including executing any documents and doing such acts as may be reasonably requested by Seller.
3. Buyer acknowledges that Manufacturer has reserved the right to change the price and/or design of any new Product being purchased by Buyer hereunder at any time without notice and in its sole discretion. If Seller is unable to procure the Vehicle(s) ordered by Buyer from Manufacturer on the price set forth in this Agreement by reason of Manufacturer's change in price or design or for any other reason outside the control of Seller, Seller shall immediately notify Buyer and within five (5) days after the delivery of such notice, and as their only legal or equitable remedy, Seller or Buyer may elect to cancel the order and terminate this Agreement by written notice to the other provided such party is not in default hereunder. In the event of such cancellation, neither Buyer nor Seller shall have any further legal or equitable remedy against the other.
4. If Buyer is trading a used motor vehicle (the "trade-in vehicle") as a part of the consideration for the purchase of the Vehicle as provided herein, such trade-in vehicle shall not be delivered to Seller until Seller delivers to Buyer the Vehicle ordered by Buyer without Seller's prior written consent. If the trade-in vehicle is delivered to Seller before delivery of the Vehicle ordered by Buyer Seller shall store such trade-in vehicle as an accommodation to Buyer and the risk of loss as to such trade-in vehicle shall remain with Buyer. Buyer's trade-in vehicle shall be reappraised at the time of delivery of the Vehicle purchased by Buyer and the reappraised value shall determine the actual trade allowance for the trade-in vehicle to be applied against the purchase price for the Vehicle being purchased by Buyer. Buyer understands that the original trade allowance for the trade-in vehicle is an estimated value and the reappraised value shall be determinative of the actual trade allowance even though less than the original trade allowance. At the time of delivery of the trade-in vehicle to Seller, Buyer shall deliver to Seller the certificate of title for the trade-in vehicle. Buyer warrants that the trade-in vehicle shall be delivered to Seller free and clear of all liens and encumbrances except as otherwise noted herein. The certificate of title to the trade-in vehicle (1) shall not be a "salvage title certificate" issued by the Department of Motor Vehicles for the state in which the Vehicle was sold, and (2) shall not be a certificate of title issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage; otherwise, the trade-in vehicle shall then be reappraised. If the trade-in vehicle's reappraised value is less than its trade allowance, Buyer shall pay to Seller the difference in value at the time of delivery of the trade-in vehicle.
5. The purchase price for the Vehicle being purchased by Buyer hereunder includes reimbursement for federal excise taxes, but excludes any federal, state or local sales, use, occupational or like taxes or duties now in force or enacted in the future unless expressly so stated. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer (exclusive of taxes on net income) shall be paid by Buyer in addition to the purchase price for the Vehicle. If Seller is required to pay any such tax, fee or charge, at the time of sale of the Vehicle, Seller shall reimburse Buyer therefor.
6. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE BEING PURCHASED HEREUNDER WHETHER NEW OR USED. THE PURCHASE OF ANY USED VEHICLE FROM SELLER SHALL BE ON AN "AS-IS, WHERE IS" BASIS UNLESS SELLER DELIVERS TO BUYER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. EXCEPT AS PROVIDED BY THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.
7. BUYER AGREES THAT ITS SOLE LEGAL AND EQUITABLE REMEDY FOR SELLER'S FAILURE TO DELIVER TO BUYER THE VEHICLE ORDERED BY BUYER UNDER THIS AGREEMENT SHALL BE TO REQUIRE SELLER TO RETURN TO BUYER ANY FUNDS DELIVERED TO SELLER BY BUYER FOR THE PURCHASE OF THAT VEHICLE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, WHETHER FOR BREACH OF THIS AGREEMENT, NEGLIGENCE OR OTHERWISE.
8. If Buyer breaches this Agreement by failing to purchase any Vehicle ordered by Buyer, in addition to any other remedy available to Seller at law or in equity, (i) Buyer shall indemnify and hold harmless Seller from any loss, damage, liability, cost and expense incurred by Seller in connection with such order, (ii) Seller may re-sell the ordered Vehicle and retain that portion of Buyer's deposit which is equal to (A) the difference between Buyer's purchase price less Seller's final disposition price, plus (B) Seller's cost of sale, including without limitation, any other general and incidental damages incurred by Seller, with the balance of Buyer's deposit, if any, returned to Buyer, and/or (iii) Seller may repossess all or any portion of the Vehicle sold to Buyer.
9. No modification, change or amendment to this Agreement or waiver of any term hereof shall be deemed effective unless made in writing and signed by the parties. Time is the essence of this Agreement and each of the party's obligations hereunder. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns; provided, however, Buyer may not assign this Agreement without Seller's prior consent and any such attempted assignment without Seller's consent shall be void. This Agreement shall be governed under the laws of the state in which Seller's business is located. Any legal action to enforce the terms of this Agreement or to seek damages by reason of its breach shall be brought in state or federal courts with the appropriate jurisdiction of the county in which Seller's business is located. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If suit is brought in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, both at trial and on appeal, together with any costs and expenses incidental to any such proceedings. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supercedes all prior agreements, representations and understandings of the parties regarding the subject matter hereof. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument. The failure by Seller to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any part thereof, or the right of Seller to thereafter enforce such provision. Buyer acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. Buyer represents and warrants that it intends to use the Vehicle for commercial purposes only and not for personal, family, household or consumer purposes.
10. All demands, notices, consents, or other communications required or permitted to be given under this Agreement by either party, shall be sent to the other party at the address set forth herein and shall be deemed to have been duly given (1) if delivered by personal delivery, when delivered, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by U.S. mail and a transmission receipt is provided, or (4) if sent by courier, the business day after being sent by a nationally reputable overnight courier service.
11. Seller reserves a purchase money security interest in the Vehicle sold hereunder and the proceeds thereof in the amount of the purchase price until the purchase price for the Vehicle has been paid in full. Buyer shall perform all acts necessary or appropriate to assist Seller in perfecting and maintaining such security interest.

Please initial \_\_\_\_\_



**QUOTE**

15567 Arrow Blvd., Fontana, CA 92335  
 Phone: (909)434-6144 Fax: (909)434-6150  
 Email: ralph@americantruckbodies.com

DATE	ESTIMATE NO.
10/7/2014	35584

NAME / ADDRESS
INLAND KENWORTH 9730 CHERRY AVE. FONTANA, CA 92335

**Special Notes:**  
Thank you for your quote request.  
Have a great day!

CONTACT	RON BROOKS	PHONE	(909) 823-9955	FAX	(909) 823-2698	TERMS	Due on receipt
---------	------------	-------	----------------	-----	----------------	-------	----------------

P.O. NO.	VIN	UNIT #
----------	-----	--------

DESCRIPTION	QTY	COST	TOTAL
FRAME HEIGHT: 41"  22'L x 90"H x 96"W ALUMINUM VAN BODY - BODY HEIGHT NOT TO EXCEED 12' VAN BODY SHELL: AERODYNAMIC FRONT RADIUS AND BRIGHT STAINLESS STEEL CORNER POSTS. ALUMINUM ROOF. REAR END ASSEMBLY: STEEL PAINTED WHITE. SUB FRAME: 4" STEEL CROSSMEMBERS ON 12" CENTERS, 3" LONGS. INTERIOR: TREATED APITONG HARDWOOD SLATS 2 SOLID SLATS AT BOTTOM. 1/2" TREATED PLYWOOD BULKHEAD. FLOOR: 1 1/8" TREATED APITONG HARDWOOD FLOOR. REAR DOOR: 3/4" ROLL UP DOOR GP. LIGHTS: (3) DOME LIGHTS. CAB IN SWITCH. LEGAL: ALL REQUIRED LEGAL LIGHTING AND REFLECTORS INSTALLED. MUD FLAPS INSTALLED. (2) GRAB HANDLES INSTALLED ON REAR FRAME. PAINT: UNDERCOAT STANDARD. 8 YEAR CONDITIONAL WARRANTY (SEE PAMPHLET FOR DETAILS)		7,766.00	7,766.00
(2) ROWS OF E-TRACK, SIDES AND FRONT.		375.00	375.00
PALFINGER ILK-44 (60" X 94") 4400#CAP.		624.00	624.00
M7		8,031.00	8,031.00

<b>SUBTOTAL</b>
<b>SALES TAX (0.0%)</b>
<b>TOTAL</b>

Thank you for requesting a quotation from American. An automatic surcharge of 5% of quote will be added if any parts fail on used vehicle while we are installing equipment to your unit. This quote is valid for 30 days only. We will advise you of problems that may occur with your vehicle new or used. And you will be responsible to correct the problems. Our liability stops with advising you.

**SIGNATURE NEEDED TO CONFIRM ORDER**

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)



**QUOTE**

15567 Arrow Blvd., Fontana, CA 92335  
 Phone: (909)434-6144 Fax: (909)434-6150  
 Email: ralph@americantruckbodies.com

DATE	ESTIMATE NO.
10/7/2014	35584

NAME / ADDRESS
INLAND KENWORTH 9730 CHERRY AVE. FONTANA, CA 92335

Special Notes: <u>Thank you for your quote request.</u> <u>Have a great day!</u>
--

CONTACT	RON BROOKS	PHONE	(909) 823-9955	FAX	(909) 823-2698	TERMS	Due on receipt
P.O. NO.		VIN		UNIT #			

DESCRIPTION	QTY	COST	TOTAL
16' ALUMINUM WALK RAMP STORED BETWEEN RAILS UNDER BODY.		1,350.00	1,350.00

M7	<b>SUBTOTAL</b>	\$18,146.00
	<b>SALES TAX (0.0%)</b>	\$0.00
	<b>TOTAL</b>	\$18,146.00

Thank you for requesting a quotation from American. An automatic surcharge of 5% of quote will be added if any parts fail on used vehicle while we are installing equipment to your unit. This quote is valid for 30 days only. We will advise you of problems that may occur with your vehicle new or used. And you will be responsible to correct the problems. Our liability stops with advising you.

**SIGNATURE NEEDED TO CONFIRM ORDER**

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

**ATTACHMENT "A"  
SPECIFICATIONS**

ONE (1) EA 2014 OR LATER FREIGHTLINER M-2, 106 or PETERBILT 337 or KENWORTH 370 (or equal) 4X2 TWO DOOR CONVENTIONAL CAB (DAY CAB) WITH A 22' CARGO BOX. Cumulative miles/hours shall not exceed 500-miles/8-hours at time of delivery. **ALL VEHICLES MUST BE DELIVERED WITH FUEL TANK(S) FULL.** The vehicle must meet all California emission standards and have all legal safety devices.

**NOTICE: TECHNICAL SPECIFICATIONS** – The minimum requirements acceptable are listed below. Bidder shall complete right-hand column indicating specific size and/or make and model of all components, when not exactly as specified or check Meets Specifications if car is exactly as set forth in the left-hand column. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WILL INVALIDATE BID. ALL COMPONENTS NOT "OEM" IN ORIGIN MUST BE IDENTIFIED ON THIS BID.**

The following specifications are for Quantity, Model, and Brand. All specifications are "OR EQUAL" unless noted in Vehicle Specification sections.

Vehicle Specifications	Meets Specifications Yes or No	Bidder Comments/Exceptions
WHEELBASE: TO BE DETERMINED BY MANUFACTURER	YES	
ENGINE: CUMMINS ISL9 DIESEL ENGINE, 345 HP/1150 LB-FT TORQUE (NO EXCEPTIONS)	YES	
TRANSMISSION: ALLISON 3000 AUTOMATIC TRANSMISSION WITH PTO PORT.	YES	
STEERING: TILT STEERING WHEEL, POWER STEERING	YES	
BRAKES: AIR BRAKES, DISC BRAKES FRONT, DRUM BRAKES REAR.	YES	
SEATS: DRIVER BUCKET SEAT, PASSINGER BENCH SEAT	YES	
COOLING: FACTORY STANDARD	YES	
BATTERY: TWO HEAVY DUTY BATTERIES, BATTERY SHUTOFF SWITCH	YES	
ALTERNATOR: 130 AMP OR BETTER	YES	
COLOR: Exterior—BRIGHT WHITE Interior— GREY	YES	
MIRRORS: BREAKAWAY MIRRORS, EXTEND FAR ENOUGH OUT SEE PAST THE CARGO BOX.	YES	
SUSPENSION: FRONT LEAF SPRING AND REAR TO BE AIR RIDE SUSPENION SYSTEM	YES	



County of Riverside  
Purchasing & Fleet Services


Request for Quote #FPARC-230A  
Closing Date: October 8, 2014 1:30 P.M. Pacific Time

<p><b>FACTORY ITEMS:</b></p> <ol style="list-style-type: none"> <li>1. FRAME RAILS ¼ INCH THICK X10 INCH .</li> <li>2. FRONT FRAME MOUNTED TOW HOOKS</li> <li>3. 33,000 POUND GVWR</li> <li>4. 12,000 POUND MERITOR FRONT STREER AXLE RATING.</li> <li>5. 21,000 POUND MERITOR SINGLE REAR DRIVE AXLE RATING.</li> <li>6. FRONT HOOD TO BE MADE OUT OF FIBERGLASS, TILT FORWARD TO GAIN EXCESS TO ENGINE.</li> </ol>	<p>1. YES 2. YES 3. YES 4. YES 5. YES 6. YES</p>	<p>DANA SPICER PER JOHN MILLER</p>
<p><b>RADIO: AM/FM WITH CD PLAYER</b></p>	<p>YES</p>	
<p><b>GAUGES: FACTORY STADARD</b></p>	<p>YES</p>	
<p><b>FUEL TANK: 100 GAL FUEL AND 13 GAL DEF TANK</b></p>	<p>YES</p>	
<p><b>AIR CONDITION: FACTORY STADARD A/C</b></p>	<p>YES</p>	
<p><b>WHEELS AND TIRES: ALUMINUM WHEELS ON FRONT AND REAR WHEELS. FRONT AND REAR TIRE SIZE TO BE DETERMINED FOR OVERALL HEIGHT NOT TO EXCEED 12' HIGH.</b></p>	<p>YES</p>	
<p><b>REAR BUMPER: DOCK BUMP STOPS WITH LIFT GATE.</b></p>	<p>YES</p>	
<p><b>TRANSFER CASE: N/A</b></p>	<p>—</p>	
<p><b>SPECIAL ITEMS:</b></p> <ol style="list-style-type: none"> <li>1. REAR END: DRIVER CONTROLLED SELECTABLE LOCKING DIFFERENTIAL (NOT A DETROIT LOCKER)</li> <li>2. GEAR RATIO: TO OBTAIN TOP SPEED 75 MPH</li> </ol>	<p>1. YES 2. YES</p>	<p>RATIO 4.56 75mph @ 1900RPM SEE ATTACHMENT</p>

Attachment: Riverside County FPARC-66997 (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

County of Riverside  
Purchasing & Fleet Services

Request for Quote #FPARC-230A  
Closing Date: October 8, 2014 1:30 P.M. Pacific Time

OPTIONS REQUIRED:		
<ol style="list-style-type: none"> <li>1. CARGO BOX 22' LONG</li> <li>2. WHITE IN COLOR TO MATCH CAB</li> <li>3. OVERALL BOX HEIGHT NOT TO EXCEED 12' FOOT FROM GROUND TO TOP OF BOX</li> <li>4. MINIMUM INSIDE BOX HEIGHT CLEARANCE TO BE 7' FEET 6" INCHES</li> <li>5. FULL WIDTH ROLL UP DOOR AT THE REAR OF THE BOX</li> <li>6. TWO ROWS OF TIE DOWN TRACK STRIP LOCATED ON THE INNER SIDES (RIGHT AND LEFT) OF THE BOX AND ON THE INNER FRONT WALL OF THE BOX</li> <li>7. LED LIGHTS TO BE LOCATED ON THE INSIDE OF THE BOX. LIGHTS SHALL BE THE FULL LENGTH OF THE BOX AND MOUNTED IN THE OF THE INTERIOR OF THE BOX ROOF/CEILING. SWITCH TO CONTROL THE LIGHTS SHALL BE LOCATED IN THE CAB.</li> <li>8. FULL WIDTH LIFT GATE WITH A WEIGHT RATING OF 4400 Lbs.</li> <li>9. CARGO RAMP TO BE STORED BETWEEN THE FRAME RAILS/UNDER THE BOX.</li> <li>10. CARGO BOX TO BE 8 FOOT WIDE</li> </ol>	<p>YES</p> 	<p>SEE ATTACHMENT</p>



# BUYERS ORDER & PURCHASE AGREEMENT

**INLAND KENWORTH (US) INC.**  
1600 Washington Boulevard  
Montebello, California 90640  
Phone : (323) 278-4100 Fax: (323) 278-4199

<b>DATE:</b>	5/18/2015	<b>BUYER'S NAME:</b>	Moreno Valley, city of
<b>ADDRESS:</b>	14177 Frederick St	<b>PHONE:</b>	(951) 413-3809
<b>CITY:</b>	Moreno Valley	<b>STATE:</b>	CA
<b>ZIP:</b>	92553		

<b>QUANTITY:</b>	1	<b>NEW:</b>	New	<b>COLOR:</b>	White	<b>DESCRIPTION:</b>	
<b>YEAR:</b>	2015	<b>MAKE:</b>	Kenworth	<b>MODEL:</b>	T370		T370 Cab & Chassis
<b>SERIAL # (s):</b>							
<b>STOCK # (s):</b>							

**ADDITIONAL PROVISIONS:**

T370 Cab & Chassis set up for 26' Van Body. PX-9 345hp/1150ft/lbs w/200amp alternator & 3 batteries

**SALESPERSON:** Bob Fry

Price / Unit	Qty	Purchase Total
\$104,148.00	1	\$104,148.00
<b>FET</b>		\$0.00
<b>Ext. Warranty</b>		\$0.00
<b>Administration</b>		\$220.00
<b>Documentation</b>		\$80.00
<b>License &amp; Title</b>		\$45.00
<b>Tire Disposal Fee</b>		\$10.50
<b>Sales Tax</b>		\$8,338.20
<b>Out of State Delivery</b>		\$0.00
<b>Total</b>		<b>\$112,841.70</b>
<b>Cash Deposit</b>		\$0.00
<b>Trade Equity</b>		\$0.00
<b>Amount Financed</b>		\$0.00
<b>Cash on Delivery</b>		\$112,841.70

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

**AGREED BY PURCHASER**

_____	_____	_____
Name	Title	Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**ACCEPTED BY SELLER**

_____	_____	_____
Name	Title	Date

**THANK YOU FOR YOUR BUSINESS!**

Attachment: Inland Kenworth Quote (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)

1. As used in this Agreement (a) "Seller" means Inland Kenworth (US), Inc., a corporation, (b) "Buyer" means the party executing this Agreement as shown on page 1, (c) "Manufacturer" means the entity that manufactured the Vehicle as shown on page 1 and (d) "Vehicle" means and includes the vehicle(s), chassis equipment and/or accessory(ies) ordered and purchased by Buyer as identified on page 1. It is understood by Buyer that (i) Seller is not the agent of Manufacturer for any purpose, and (ii) Seller and Buyer are the only parties to this Agreement and Manufacturer is not a party to this Agreement.
2. An order from Buyer shall only be deemed placed when this Agreement has been signed by both the Buyer and Seller which shall be the only method by which Buyer commits to purchase the Vehicle and Seller commits to sell the Vehicle unless otherwise agreed by Buyer and Seller in writing, signed by both parties. Buyer shall fully cooperate with Seller in connection with such order and delivery of the Vehicle, including executing any documents and doing such acts as may be reasonably requested by Seller.
3. Buyer acknowledges that Manufacturer has reserved the right to change the price and/or design of any new Product being purchased by Buyer hereunder at any time without notice and in its sole discretion. If Seller is unable to procure the Vehicle(s) ordered by Buyer from Manufacturer on the price set forth in this Agreement by reason of Manufacturer's change in price or design or for any other reason outside the control of Seller, Seller shall immediately notify Buyer and within five (5) days after the delivery of such notice, and as their only legal or equitable remedy, Seller or Buyer may elect to cancel the order and terminate this Agreement by written notice to the other provided such party is not in default hereunder. In the event of such cancellation, neither Buyer nor Seller shall have any further legal or equitable remedy against the other.
4. If Buyer is trading a used motor vehicle (the "trade-in vehicle") as a part of the consideration for the purchase of the Vehicle as provided herein, such trade-in vehicle shall not be delivered to Seller until Seller delivers to Buyer the Vehicle ordered by Buyer without Seller's prior written consent. If the trade-in vehicle is delivered to Seller before delivery of the Vehicle ordered by Buyer Seller shall store such trade-in vehicle as an accommodation to Buyer and the risk of loss as to such trade-in vehicle shall remain with Buyer. Buyer's trade-in vehicle shall be reappraised at the time of delivery of the Vehicle purchased by Buyer and the reappraised value shall determine the actual trade allowance for the trade-in vehicle to be applied against the purchase price for the Vehicle being purchased by Buyer. Buyer understands that the original trade allowance for the trade-in vehicle is an estimated value and the reappraised value shall be determinative of the actual trade allowance even though less than the original trade allowance. At the time of delivery of the trade-in vehicle to Seller, Buyer shall deliver to Seller the certificate of title for the trade-in vehicle. Buyer warrants that the trade-in vehicle shall be delivered to Seller free and clear of all liens and encumbrances except as otherwise noted herein. The certificate of title to the trade-in vehicle (1) shall not be a "salvage title certificate" issued by the Department of Motor Vehicles for the state in which the Vehicle was sold, and (2) shall not be a certificate of title issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage; otherwise, the trade-in vehicle shall then be reappraised. If the trade-in vehicle's reappraised value is less than its trade allowance, Buyer shall pay to Seller the difference in value at the time of delivery of the trade-in vehicle.
5. The purchase price for the Vehicle being purchased by Buyer hereunder includes reimbursement for federal excise taxes, but excludes any federal, state or local sales, use, occupational or like taxes or duties now in force or enacted in the future unless expressly so stated. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer (exclusive of taxes on net income) shall be paid by Buyer in addition to the purchase price for the Vehicle. If Seller is required to pay any such tax, fee or charge, at the time of sale of thereafter, Buyer shall reimburse Seller therefore.
6. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE BEING PURCHASED HEREUNDER WHETHER NEW OR USED. THE PURCHASE OF ANY USED VEHICLE FROM SELLER SHALL BE ON AN "AS-IS, WHERE IS" BASIS UNLESS SELLER DELIVERS TO BUYER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. EXCEPT AS PROVIDED BY THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.
7. BUYER AGREES THAT ITS SOLE LEGAL AND EQUITABLE REMEDY FOR SELLER'S FAILURE TO DELIVER TO BUYER THE VEHICLE ORDERED BY BUYER UNDER THE AGREEMENT SHALL BE TO REQUIRE SELLER TO RETURN TO BUYER ANY FUNDS DELIVERED TO SELLER BY BUYER FOR THE PURCHASE OF THAT VEHICLE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, WHETHER FOR BREACH OF THIS AGREEMENT, NEGLIGENCE OR OTHERWISE.
8. If Buyer breaches this Agreement by failing to purchase any Vehicle ordered by Buyer, in addition to any other remedy available to Seller at law or in equity, (i) Buyer shall indemnify and hold harmless Seller from any loss, damage, liability, cost and expense incurred by Seller in connection with such order, (ii) Seller may resell the ordered Vehicle and retain that portion of Buyer's deposit which is equal to (A) the difference between Buyer's purchase price less Seller's final disposition price, plus (B) Seller's cost of sale, including without limitation, any other general and incidental damages incurred by Seller, with the balance of Buyer's deposit, if any, returned to Buyer, and/or (iii) Seller may repossess all or any portion of the Vehicle sold to Buyer.
9. No modification, change or amendment to this Agreement or waiver of any term hereof shall be deemed effective unless made in writing and signed by the parties. Time is the essence of this Agreement and each of the party's obligations hereunder. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns; provided, however, Buyer may not assign this Agreement without Seller's prior consent and any such attempted assignment without Seller's consent shall be void. This Agreement shall be governed under the laws of the state in which Seller's business is located. Any legal action to enforce the terms of this Agreement or to seek damages by reason of its breach shall be brought in state or federal courts with the appropriate jurisdiction of the county in which Seller's business is located. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If suit is brought in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, both at trial and on appeal, together with any costs and expenses incidental to any such proceedings. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, representations and understandings of the parties regarding the subject matter hereof. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and a of which together shall be deemed the same instrument. The failure by Seller to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any part thereof, or the right of Seller to thereafter enforce such provision. Buyer acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. Buyer represents an warrants that it intends to use the Vehicle for commercial purposes only and not for personal, family, household or consumer purposes.
10. All demands, notices, consents, or other communications required or permitted to be given under this Agreement by either party, shall be sent to the other party at the address set forth herein and shall be deemed to have been duly given (1) if delivered by personal delivery, when delivered, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by U.S. mail and a transmission receipt is provided, or (4) if sent by courier, the business day after being sent by a nationally reputable overnight courier service.
11. Seller reserves a purchase money security interest in the Vehicle sold hereunder and the proceeds thereof in the amount of the purchase price until the purchase price for the Vehicle has been paid in full. Buyer shall perform all acts necessary or appropriate to assist Seller in perfecting and maintaining such security interest.

Please Initial \_\_\_\_\_

Attachment: Inland Kenworth Quote (1461 : PURCHASE OF URBAN SEARCH AND RESCUE VEHICLE FROM INLAND KENWORTH INC)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris Paxton, Administrative Services Director

**AGENDA DATE:** May 26, 2015

**TITLE:** APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEE'S ASSOCIATION, THE MORENO VALLEY MANAGEMENT ASSOCIATION AND THE MORENO VALLEY CONFIDENTIAL EMPLOYEE'S ASSOCIATION AND APPROVAL OF REVISED PERSONNEL RULES AND REGULATIONS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2015 through June 30, 2017.
2. Extend the provisions of these agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.
3. Approve updates to the salary schedule to incorporate revisions as specified in the attached MOUs.
4. Direct the Chief Financial Officer to adjust FY 2015-16 budget appropriations as outlined in this report (projected cost of \$1,142,110 with General Fund impact projected at \$497,065) to reflect the City Council's approval of these Memoranda of Understanding.
5. Adopt the attached Personnel Rules and Regulations as modified to reflect changes in the successor MOUs.

## **SUMMARY**

This report recommends the approval of successor MOUs between the City of Moreno Valley and the Moreno Valley City Employees Association (MVCEA), the Moreno Valley Management Association (MVMA) and the Moreno Valley Confidential Management Employees (MVCME). The agreements were recently negotiated with the City's labor groups. Staff also recommends the approval of the attached amended City Personnel Rules and Regulations which reflect changes agreed to in the MOUs.

## **DISCUSSION**

The 2012-2015 MOUs (collective bargaining agreements) between the City and each of its three bargaining groups will expire on June 30, 2015. With City Council direction, management negotiators have been meeting with MVCEA and MVMA for the past four months in order to negotiate new agreements. The MVCME bargaining unit has had a long standing parity agreement with MVMA, precluding the need for separate negotiations with that group.

The primary objectives in approaching these negotiations were to complete the City's pension reform efforts begun in 2009 by eliminating employer paid member contributions and to reinstate employee merit increases after a five year suspension. In addition, the parties sought to negotiate clarifying language in the MOUs and to update the City's Personnel Rules and Regulations to reflect changes in the new labor agreements.

With the concurrence of the City Council the parties have now agreed to successor MOUs for the period July 1, 2015 through June 30, 2017.

Below are some of the most significant elements of the successor MOUs:

- Two-year agreement
- Eliminate employer-paid member contributions and require that Tier 1 employees begin paying the full member share of 8% retirement contribution
- Adjust all full time career employee salary ranges to offset the 8% member contributions
- Reinstate the City's merit pay program beginning in July 2015
- Eliminate annual public service recognition payments of \$500 per year per employee
- Provide leave cash out opportunities to reduce the City liabilities for compensated absences
- Increase annual tuition reimbursement by \$500

## **ALTERNATIVES**

1. Approve the successor MOUs between the City of Moreno Valley and MVCEA (Attachment A), and MVMA (Attachment B) for the period July 1, 2015 through

June 30, 2017. Extend the provisions of the MVMA agreement to employees represented by the MVCME (Attachment C) as well as those in unrepresented classifications. Approve the revised City Personnel Rules and Regulations (Attachment D). Direct the Chief Financial Officer to adjust FY 2015-16 and FY 2016-17 budget appropriations as required to reflect the City Council’s approval of these memoranda of understanding. **Staff recommends this alternative.**

- 2. Do not approve the recommendations above and instead direct staff to re-open negotiations with the employee bargaining groups. **Staff does not recommend this alternative.**

**FISCAL IMPACT**

Annual cost to implement the terms of the successor MOUs is projected at \$1,142,110. General Fund cost is projected at \$497,065 and can be supported by projected revenues for the 2015/16 and 2016/17 fiscal years. The estimated impacts of the MOUs are currently reflected within the Proposed Budget for Fiscal Years 2015/16 – 2016/17.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Chris Paxton  
Administrative Services Director

Department Head Approval:  
Chris Paxton  
Administrative Services Director

Concurred By:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Thomas M. DeSantis  
Assistant City Manager

**CITY COUNCIL GOALS**

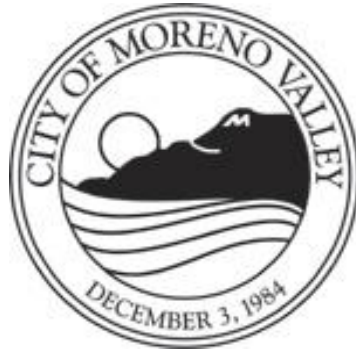
**Positive Environment.** Create a positive environment for the development of Moreno Valley's future.

**ATTACHMENTS**

- 1. MVCEA MOU
- 2. MVMA MOU
- 3. MVCME MOU
- 4. Personnel Rules And Regulations
- 5. RulesAndRegs July 2015 CHANGES HIGHLIGHTED

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/19/15 3:22 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 1:23 PM
City Manager Approval	<u>✓ Approved</u>	5/20/15 3:35 PM



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MORENO VALLEY  
AND  
THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION  
2015-2017  
EFFECTIVE JULY 1, 2015**

Attachment: MVCEA MOU (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY



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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MORENO VALLEY AND  
THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION  
2015-2017**

The agreement entered into between the City of Moreno Valley and those employees designated as "Moreno Valley City Employees Association (MVCEA)" and sets forth the full terms and conditions of employment for members of the Moreno Valley City Employees Association (MVCEA), 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 City Employees Association (MVCEA) as the exclusive representative of all non-exempt full-time and career part-time employees of the City for the purpose of meeting its obligations under Government Code S 3500 et seq.

**SECTION 2: Term**

Upon approval and execution of this agreement 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, 2015 and continue in effect up to and including June 30, 2017. All changes affecting members' salary/benefits agreed upon during negotiations will take effect in the pay period which begins on July 4, 2015.

**SECTION 3: Salary**

Effective the first full pay period of July 2015 each employee shall receive an 8% base salary increase in exchange for all Tier I employees paying their own 8% Member Contribution of PERS via payroll deduction.

**SECTION 4: Merit Increases**

Merit step increases shall be reinstated effective the first full pay period of July 2015. Each eligible represented employee shall receive one merit step advancement in July 2015 and shall be eligible annually thereafter beginning in FY 16/17 on the employee's anniversary date.

The City agrees to provide a one-time payment of \$500 on July 9, 2015 for Tier I employees who were at top step of their range on June 30, 2015.

## SECTION 5: Furlough

Effective July 5, 2014, the City's remaining 5% unpaid furlough program shall be eliminated. Full-time employees will return to a standard forty (40) hour work week and will be fully compensated for the forty (40) hours.

## SECTION 6: 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 contributions are:

	<i>Tier I</i> <i>hired before 7/1/09</i>	<i>Tier II</i> <i>hired on or after</i> <i>7/1/09</i>	<i>Tier III</i> <i>hired on or after</i> <i>9/30/11</i>
Full time non-exempt	\$14,229	\$12,600	\$9,450
Part time non-exempt	\$5,768	\$5,100	\$3,825

These amounts include the PEMHCA minimum contribution.

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

Tier I and Tier II benefit employees	\$200 per month
Tier III benefit employees	\$150 per month
Career part-time employees	\$ 60 per month

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

## SECTION 7: PERS Member Contributions

Retirement Formula	<i>Tier I</i> <i>hired before 7/1/09</i>	<i>Tier II</i> <i>hired on or after</i> <i>7/1/09</i>	<i>Tier III</i> <i>hired on or after</i> <i>9/30/11</i>	<i>Tier IV</i> <i>New members hired on</i> <i>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	6.25% employee pays

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 8: 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 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 9: 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 800 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	272 hours

**Tier I and II 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	192 hours	232 hours	256 hours

**Tier III 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	176 hours	216 hours	256 hours

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

**SECTION 10: Holidays**

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

- |                                  |                        |
|----------------------------------|------------------------|
| New Year's Day                   | Veteran's Day          |
| Martin Luther King, Jr. Birthday | Thanksgiving           |
| Presidents Day                   | Day after Thanksgiving |
| Memorial Day                     | Christmas Eve          |
| Independence Day                 | Christmas Day          |
| Labor Day                        |                        |

City offices will observe the Christmas holidays in 2016 on Friday, December 23, 2016 and Monday, December 26, 2016. City offices will observe the 2017 New Year's holiday on Monday, January 2, 2017.

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.

### **SECTION 11: 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 12: One-Time Leave Cash-Out**

Employees are allowed to "cash out" up to 40 hours of accrued time on the November 25, 2015 paycheck. However, employee must retain a minimum of 160 hours annual leave on the books after deducting the "cash out".

### **SECTION 13: VEBA**

The purpose of the VEBA 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.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

- A. All members of the Moreno Valley City Employees Association are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fourteen (14) days of its offering and is irrevocable.

- B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

Mandatory deduction from salary: \$10.00 per pay period.

- C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

20% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

- D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If the Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

#### **SECTION 14: 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' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses.

### **SECTION 15: Workplace Image**

The City's Image policy will permit denim pants on Friday subject to reasonable quality standards established by the Human Resources Department prior to implementation.

### **SECTION 16: Exempt Temporary Employees**

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

### **SECTION 17: 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.

### **SECTION 18: Bilingual Pay**

Bilingual compensation at the rate of \$35 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. The program will be implemented effective at the beginning of the first pay period in October, 2003.

### **SECTION 19: 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 20: Safety Shoes**

The City will give all eligible employees a check for \$150 (gross) for safety shoes payable one time in September each year.

## SECTION 21: 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.

## SECTION 22: Tuition Reimbursement

The City agrees to increase the maximum annual limit for the tuition reimbursement program from \$1,500 to \$2,000 per fiscal year. The annual maximum reimbursement is expanded to include tuition, books, lab fees and parking expenses. In addition, the program will now cover Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions.

## SECTION 23: Retirement Benefit

The City agrees to contract with CalPERS for the Pre-Retirement Option 2W Death Benefit as soon as possible under PERS rules.

## SECTION 24: Reopener Clause

The parties agree to reopen the MOU to discuss the City's benefit/insurance contributions in September 2015 (or sooner if CalPERS rates are announced) to address any 2016 PERS medical insurance and/or dental insurance premium increases and again in September 2016 (or sooner if CalPERS rates are announced) to address any 2017 PERS medical insurance and/or dental insurance premium increases.

## SECTION 25: Parity

During the term of this agreement, MVCEA 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 26: Probationary Period

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012.

- 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 Head. 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 27: 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:
  - 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).

## **SECTION 28: Labor-Management Committee**

A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Administrative Services 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; and
- C. The first topic of discussion will be implementation of meaningful employee performance feedback and review.

**SECTION 29: 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 30: MVCEA Board Meetings**

MVCEA Board Members (8) shall each receive 12 hours of release time per calendar year to attend Board meetings.

**SECTION 31: MVCEA Membership Meetings**

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.

**SECTION 32: MVCEA Board Member Access**

Board members shall be allowed reasonable access to City telephones, e-mail, and faxes 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

**SECTION 33: 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.

**SECTION 34: City 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.

### **SECTION 35: Sole and Entire Memorandum of 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, contrary salary and/or personnel resolutions, and all practices, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

### **SECTION 36: Severability Provision**

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.

### **SECTION 37: Personnel**

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.

### **SECTION 38: 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, or law.

### **SECTION 39: Association Rights**

Dues Deductions: The City shall deduct the amount of MVCEA regular and periodic dues and association insurance premiums 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 lumped into one amount and transmitted to the Association in one check each pay period. 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 pursuant to this article. The City will provide MVCEA with a list of those new employees who are eligible to join the Association. The City will also provide MVCEA with a list of those whose dues for MVCEA are being deducted.

### **SECTION 40: No Strikes or Lockouts**

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 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, slowdown, walkout, 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, including termination, as determined by personnel rules and regulations.

### **SECTION 41: No Lockouts**

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

### **SECTION 42: 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.



### **SECTION 43: Scope of the Bargaining Unit**

The City of Moreno Valley and the Moreno Valley City Employees Association agree that the bargaining unit represented by the Moreno Valley City Employees Association is defined as:

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 City Manager, the Assistant City Manager, the City Attorney, or the Administrative Services Director. 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).

### **SECTION 44: Completion of 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 Memorandum of Understanding, 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. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, change, supplement, modify or discontinue in whole or in part any term or condition of employment the City deems fit and appropriate. The City shall comply with all Federal and State laws relating to employee rights, opportunities and benefits.

## **SECTION 45: 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.

## **SECTION 46: Use of City Facilities**

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 Administrative Services 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 Administrative Services 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.
- C. The requested location is available.

## **SECTION 47: Overtime Compensation Comp Time Cap**

Non-exempt and part time employees may accrue compensatory time to a maximum cap of 180 hours.

## **SECTION 48: Stand-By Pay**

Effective July 4, 2015 all unit employees, including animal control officers (ACO), assigned to Stand-By will be compensated at the same level. Monday through Friday Stand-By pay is \$20.00 per day and Saturday, Sunday and Holidays stand-by pay is \$25 per day.

## **SECTION 49: 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.

**SECTION 50: Employee Concessions**

During the term of this agreement 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

**SECTION 51: Prior Agreements**

The terms, conditions and provisions of prior Agreements shall remain in effect unless modified by this Agreement, or via the provisions contained herein pertaining to re-openers and/or the Comprehensive MOU document.

**SECTION 52: Ratification and Execution**

The City and MVCEA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and signed by the Mayor and City Manager of the City of Moreno Valley. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this \_\_\_\_ day of May, 2015.

For City:

For MVCEA:

\_\_\_\_\_  
Tom DeSantis, Assistant City Manager

\_\_\_\_\_  
Dale Mendenhall, President

\_\_\_\_\_  
Rick Teichert, Chief Financial Officer/City Treasurer

\_\_\_\_\_  
Kathy Savala, Treasurer

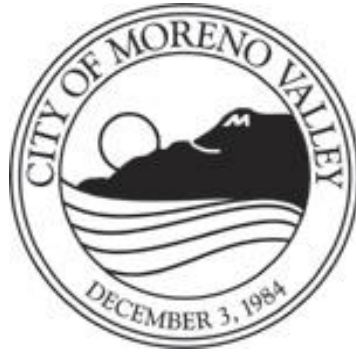
\_\_\_\_\_  
Chris Paxton, Administrative Services Director

\_\_\_\_\_  
Dennis Buckle, Co-PAC President

\_\_\_\_\_  
Steve Hargis, Technology Services Division Manager

\_\_\_\_\_  
Kandace Baptiste, Board Member

\_\_\_\_\_  
Bridgette Montgomery, Senior HR Analyst



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MORENO VALLEY  
AND  
THE MORENO VALLEY MANAGEMENT ASSOCIATION  
2015-2017  
EFFECTIVE JULY 1, 2015**

Attachment: MVMA MOU (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MORENO VALLEY  
AND  
THE MORENO VALLEY MANAGEMENT ASSOCIATION  
2015-2017**

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**

The term of this updated agreement shall be July 1, 2015 through June 30, 2017. All changes affecting members' salary/benefits agreed upon during negotiations will take effect in the pay period which begins on July 4, 2015.

**SECTION 3: Salary**

Effective the first full pay period of July 2015 each employee shall receive an 8% base salary increase in exchange for all Tier I employees paying for their own 8% member contribution of PERS via payroll deduction.

**SECTION 4: Merit Increases**

Merit step increases shall be reinstated effective the first full pay period of July 2015. Each eligible represented employee shall receive one merit step advancement in July 2015 and shall be eligible annually thereafter beginning in FY 16/17 on the employee's anniversary date.

The City agrees to provide a one-time payment of \$500 on July 9, 2015 for Tier I employees who were at top step of their salary range on June 30, 2015.

### SECTION 5: Furlough

Effective July 5, 2014, the City's remaining 5% unpaid furlough program shall be eliminated. Full-time employees will return to a standard forty (40) hour work week and will be fully compensated for the forty (40) hours.

### SECTION 6: 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 7: 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 allowance is:

Employee Group	<i>Tier I hired before 7/1/09</i>	<i>Tier II hired on or after 7/1/09</i>	<i>Tier III hired on or after 9/30/11</i>
Professional/Administrative Management	\$14,229	\$12,600	\$9,450
Division Management	\$14,229	\$12,600	\$9,450
Part-time	\$5,768	\$5,100	\$3,825

These amounts include the PEMHCA minimum contribution.

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

Tier I and Tier II benefit employees	\$200 per month
Tier III benefit employees	\$150 per month
Career part-time employees	\$ 60per month

Employees eligible for benefits are required to purchase medical coverage or provide



proof of other medical coverage. All employees must purchase vision coverage.

## SECTION 8: PERS Member Contributions

Retirement Formula	<i>Tier I</i> hired before 7/1/09	<i>Tier II</i> hired on or after 7/1/09	<i>Tier III</i> hired on or after 9/30/11	<i>Tier IV</i> 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	6.25% employee pays

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 9: 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 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 10: Forfeited Leave Balances**

During the term of this agreement, if any MVMA 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 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 11: 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 800 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)**

<i>Employee Group</i>	<u>11+ years</u>
PAM	332 hours
DM	352 hours

**Tier I and II 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	252 hours	292 hours	316 hours
DM	272 hours	312 hours	336 hours

**Tier III 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	234 hours	274 hours	314 hours
DM	252 hours	292 hours	332 hours

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

**SECTION 12: Holidays**

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

- |                                  |                        |
|----------------------------------|------------------------|
| New Year's Day                   | Veteran's Day          |
| Martin Luther King, Jr. Birthday | Thanksgiving           |
| Presidents Day                   | Day after Thanksgiving |
| Memorial Day                     | Christmas Eve          |
| Independence Day                 | Christmas Day          |
| Labor Day                        |                        |

City offices will observe the Christmas holidays in 2016 on Friday, December 23, 2016 and Monday, December 26, 2016. City offices will observe the 2017 New Year's holiday on Monday, January 2, 2017.

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 Head's discretion, be granted a flex day if they are required to work on a designated City paid holiday or special event.

### SECTION 13: 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 14: One-Time Leave Cash Out

Employees are allowed to "cash out" up to 40 hours of accrued time on the November 25, 2015 paycheck. However, employee must retain a minimum of 160 hours annual leave on the books after deducting the "cash out".

### SECTION 15: VEBA Contribution

*The City contribution toward individual VEBA accounts for employees shall be fully funded at \$75 per month for all full-time career employees, ending the temporary reduction in place during the 2012-2015 MOU.*

The purpose of the VEBA 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.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

- A. All members of the Moreno Valley Management Association are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fourteen (14) days of its offering and is irrevocable.
- B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

Mandatory deduction from salary: \$25.00 per pay period.

- C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

10% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

- D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If the Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

### **SECTION 16: 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 PEHMCMA 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.

## **SECTION 17: Layoffs/Reductions-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 Administrative Services Director, and as approved by the City Manager, will effect the layoffs.

### **17.1: 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(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 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 for MVMA Employees:

The order of layoff of MVMA unit 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 Human Resources 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 A-C above, preference will be given to those with proof of honorable military discharge,

17.2: 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.

17.3: 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.

17.4: Recall Period

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

## 17.5: 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 MVMA unit employees laid off under Sections A & B under in "Order of Layoff for MVMA Employees" 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 mailing a certified letter regarding availability for employment.
- D. Failure to report to work within 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 e-mail, 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 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.

## 17.6: 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 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.

#### 17.7: 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 18: Workplace Image**

The City's Image policy will permit denim pants on Friday subject to reasonable quality standards established by the Human Resources Department prior to implementation.

#### **SECTION 19: Exempt Temporary Employees**

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

#### **SECTION 20: 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 is waived.

### **SECTION 21: Bilingual Pay**

Bilingual compensation at the rate of \$35 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. Eligible employees will be required to pass a test which shall be administered by a qualified agency.

### **SECTION 22: 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 23: Safety Shoes**

The City will give all eligible employees a \$150 (gross) stipend for safety shoes on their first paycheck in September each year.

### **SECTION 24: 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.

### **SECTION 25: Tuition Reimbursement**

The City agrees to increase the maximum annual limit for the tuition reimbursement program from \$1,500 to \$2,000 per fiscal year. The annual maximum reimbursement is expanded to include tuition, books, lab fees and parking expenses. In addition, the program will now cover Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions.

**SECTION 26: Retirement Benefit**

The City agrees to contract with CalPERS for the Pre-Retirement Option 2W Death Benefit as soon as possible under PERS rules.

**SECTION 27: Other Benefits**

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

**SECTION 28: Salary Survey**

The City agrees to conduct a salary and benefit survey of benchmark positions by December 31, 2016. The unit representatives will be included in the discussion of the cities and benchmark classifications that will be utilized in the survey.

**SECTION 29: Re-Opener Clause**

The parties agree to reopen the MOU to discuss the City's benefit/insurance contributions in July 2016 for the 2017 medical insurance premiums.

**SECTION 30: 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 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 or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. 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 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 Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

### **SECTION 33: Labor-Management Committee**

Subject to concurrence by the Moreno Valley City Employees Association (MVCEA), a Labor- Management Committee Co-Chaired by the MVCEA and MVMA Presidents/designees and the Administrative Services Director will meet as needed to discuss the implementation of meaningful employee performance feedback and review, including accountability guidelines.

### **SECTION 34: 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 35: Agency Shop**

The parties intend to negotiate an "Agency Shop" agreement.

### **SECTION 36: MVMA Board Meetings**

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

### **SECTION 37: MVMA Membership Meetings**

Employees designated as DM 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 38: 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 \_\_\_\_ day of May, 2015.

For City:

\_\_\_\_\_  
Tom DeSantis, Assistant City Manager

\_\_\_\_\_  
Rick Teichert, Chief Financial Officer/City Treasurer

\_\_\_\_\_  
Chris Paxton, Administrative Services Director

\_\_\_\_\_  
Steve Hargis, Technology Services Division Manager

\_\_\_\_\_  
Bridgette Montgomery, Senior HR Analyst

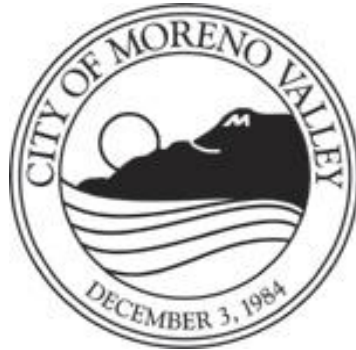
For MVMA:

\_\_\_\_\_  
Felicia London, President

\_\_\_\_\_  
Shanikqua Watkins, Vice-President

\_\_\_\_\_  
John Kerenyi, Treasurer

\_\_\_\_\_  
CEA Representative, Mary LaPlante



**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF MORENO VALLEY**

**AND**

**THE MORENO VALLEY CONFIDENTIAL**

**MANAGEMENT ASSOCIATION**

**2015-2017**

**EFFECTIVE JULY 1, 2015**

Attachment: MVCME MOU (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MORENO VALLEY  
AND  
THE MORENO VALLEY CONFIDENTIAL MANAGEMENT ASSOCIATION  
2015-2017 MOU EFFECTIVE JULY 1, 2015**

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 Association (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 Association (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.

**SECTION 2: Term**

The term of this updated agreement shall be July 1, 2015 through June 30, 2017. All changes affecting members' salary/benefits agreed upon during negotiations will take effect in the pay period which begins on July 4, 2015.

**SECTION 3: Salary**

Effective the first full pay period of July 2015 each employee shall receive an 8% base salary increase in exchange for all Tier I employees paying for their own 8% member contribution of PERS via payroll deduction.

**SECTION 4: Merit Increases**

Merit step increases shall be reinstated effective the first full pay period of July 2015. Each eligible represented employee shall receive one merit step advancement in July 2015 and shall be eligible annually thereafter beginning in FY 16/17 on the employee's anniversary date.

The City agrees to provide a one-time payment of \$ 500 on July 9, 2015 for Tier I employees who were at top step of their salary range on June 30, 2015.

### SECTION 5: Furlough

Effective July 5, 2014, the City's remaining 5% unpaid furlough program shall be eliminated. Full-time employees will return to a standard forty (40) hour work week and will be fully compensated for the forty (40) hours.

### SECTION 6: 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 7: 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 allowance is:

Employee Group	<i>Tier I hired before 7/1/09</i>	<i>Tier II hired on or after 7/1/09</i>	<i>Tier III hired on or after 9/30/11</i>
Professional/Administrative Management	\$14,229	\$12,600	\$9,450
Division Management	\$14,229	\$12,600	\$9,450
Part-time	\$5,768	\$5,100	\$3,825

These amounts include the PEMHCA minimum contribution.

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

Tier I and Tier II benefit employees	\$200 per month
Tier III benefit employees	\$150 per month
Career part-time employees	\$ 60per month

## SECTION 8: PERS Member Contributions

Retirement Formula	<i>Tier I</i> hired before 7/1/09	<i>Tier II</i> hired on or after 7/1/09	<i>Tier III</i> hired on or after 9/30/11	<i>Tier IV</i> 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	6.25% employee pays

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 9: PERS 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 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 10: 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 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 11: 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 800 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>
PAM Confidential	348 hours

#### **Tier I and II 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 Confidential	268 hours	308 hours	332 hours

**Tier III 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 Confidential	250 hours	290 hours	330 hours

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

**SECTION 12: Holidays**

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

New Year's Day	Veteran's Day
Martin Luther King, Jr. Birthday	Thanksgiving
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

City offices will observe the Christmas holidays in 2016 on Friday, December 23, 2016 and Monday, December 26, 2016. City offices will observe the 2017 New Year's holiday on Monday, January 2, 2017.

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 Head's discretion, be granted a flex day if they are required to work on a designated City paid holiday or special event.

**SECTION 13: 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 14: One-Time Leave Cash Out**

Employees are allowed to "cash out" up to 40 hours of accrued time on the November 25, 2015 paycheck. However, employee must retain a minimum of 160 hours annual leave on the books after deducting the "cash out".

#### **SECTION 15: VEBA Contribution**

*The City contribution toward individual VEBA accounts for employees shall be fully funded at \$75 per month for all full-time career employees, ending the temporary reduction in place during the 2012-2015 MOU.*

The purpose of the VEBA 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.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

- A. All members of the MVCME are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fifteen (15) days of its offering and is irrevocable.
- B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

Mandatory deduction from salary: \$25.00 per pay period

Or in the alternative, contribution amounts within the unit may be made, if the particular sub-unit is composed of a minimum of three employees, by years of service:

0-5 years	\$25.00 per pay period
6-10 years	\$50.00 per pay period
11+ years	\$75.00 per pay period

- C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

0-5 years: 0% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

6-10 years: 10% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

11+ years: 20% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

- D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If the Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

#### **SECTION 16: 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' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses.

## **SECTION 17: Layoffs/Reductions-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 Administrative Services Director, and as approved by the City Manager, will effect the layoffs.

### 17.1: 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(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 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 for MVCME Employees:

The order of layoff of MVCME unit 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 Human Resources 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 A-C above, preference will be given to those with proof of honorable military discharge,

#### 17.2: 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.

#### 17.3: 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.

#### 17.4: Recall Period

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

#### 17.5: 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 unit employees laid off under Sections A & B under in "Order of Layoff for MVCME Employees" 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 mailing a certified letter regarding availability for employment.
- D. Failure to report to work within 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 e-mail, 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 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.

#### 17.6: 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 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.

#### 17.7: 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 18: Workplace Image**

The City's Image policy will permit denim pants on Friday subject to reasonable quality standards established by the Human Resources Department prior to implementation.

#### **SECTION 19: Exempt Temporary Employees**

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

#### **SECTION 20: 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 is waived.

#### **SECTION 21: Bilingual Pay**

Bilingual compensation at the rate of \$35 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. Eligible employees will

be required to pass a test which shall be administered by a qualified agency.

#### **SECTION 22: 401a Contribution**

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

#### **SECTION 23: Tuition Reimbursement**

The City agrees to increase the maximum annual limit for the tuition reimbursement program from \$1,500 to \$2,000 per fiscal year. The annual maximum reimbursement is expanded to include tuition, books, lab fees and parking expenses. In addition, the program will now cover Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions.

#### **SECTION 24: Retirement Benefit**

The City agrees to contract with CalPERS for the Pre-Retirement Option 2W Death Benefit as soon as possible under PERS rules.

#### **SECTION 25: Other Benefits**

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

#### **SECTION 26: Re-Opener Clause**

The parties agree to reopen the MOU to discuss the City's benefit/insurance contributions in July 2016 for the 2017 medical insurance premiums.

#### **SECTION 27: 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 28: 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 or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. 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 29: 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 Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

**SECTION 30: 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 31: Ratification and Execution**

The City and MVCME 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 \_\_\_\_ day of May, 2015.

For City:

\_\_\_\_\_  
Tom DeSantis, Assistant City Manager

\_\_\_\_\_  
Chris Paxton, Administrative Services Director

For MVCME:

\_\_\_\_\_  
Bridgette Montgomery, Senior HR Analyst

\_\_\_\_\_  
Kim Schmitz, HR Analyst

Attachment: MVCME MOU (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO

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

**REVISED JULY 2015**

Please complete this form and return to Human Resources. If you have any questions regarding the Personnel Rules & Regulations, please contact the Human Resources Department at extension 3045.

On \_\_\_\_\_, I received a copy of the City of Moreno Valley's, July 2015, revised Personnel Rules & Regulations, and I have had an opportunity to ask questions and discuss the information. I understand that a copy of this acknowledgement form will be placed in my central official employee 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 Regulations (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY



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

**REVISED July 2015**

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**DRUG AND ALCOHOL FREE WORKPLACE POLICY**

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**CITY OF MORENO VALLEY  
PERSONNEL RULES AND REGULATIONS  
REVISED July 2015**

**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 Head:** 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 Administrative Services Director.

**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 Heads 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 Administrative Services Director, 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. Step-parents 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 sub-section "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 Administrative Services Director 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 Heads 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 Head 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, martial 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 Administrative Services Director.

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 AND ANTI-HARASSMENT 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.

Harassment of an employee by a co-worker, 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 Administrative Services Director.**

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.

Any employee who believes he or she has been harassed by a co-worker, 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 Administrative Services Director. 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 Administrative Services Director. 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 Administrative Services Director shall:

- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:
  1. the complainant;
  2. the accused harasser; and
  3. any other persons the Administrative Services Director 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.

#### Dissemination of Policy

All employees, shall receive a copy of this Discrimination and Anti-Harassment 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 Administrative Services Director.

### 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 Administrative Services Director 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 Administrative Services Director shall inform the Department Head 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-weeks 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 Head. 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 Head, or the Administrative Services Director.

### 3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Administrative Services Director 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 Administrative Services Director, the employee's present Department Head, and the Department Head 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 Head may submit a request for a job audit to the Administrative Services Director 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 Administrative Services Director may conduct objective, non-competitive 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 Heads, in consultation with the Administrative Services Director, and as approved by the City Manager, will effect 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 14 calendar days of mailing a certified letter regarding availability for employment.

- D. Failure to report to work within 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 e-mail, 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 Head shall submit to the Administrative Services Director 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 Administrative Services Director and the City Manager or designee.

### 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 Administrative Services Director. 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 Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director and approved in writing by the City Manager. The City Manager may select a candidate for Department Head solely based on a review of the applicant's application and/or resume from among those screened by the Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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. Step-parents 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 Head, such a prohibited relationship does or would exist, the Department Head shall submit the reasons for his or her determination to the Administrative Services Director for review. The Administrative Services Director shall have one week to investigate the Department Head's findings and determine if a "prohibited relationship" does exist.

If the Administrative Services Director's review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Head. At this time, the Department Head 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 Administrative Services Director and Department Head 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 Administrative Services Director has concurred with the Department Head'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 (91<sup>st</sup>) 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 Administrative Services Director'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 Administrative Services Director 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 Administrative Services Director 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 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 Administrative Services Director 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 Head or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Administrative Services Director'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 Head, the Administrative Services Director, 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 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 Head. 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 Head. 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 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.

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, Administrative Services Director, 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 Head 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) months 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 and the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

## 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 Head may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Head 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 Heads, 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 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 Administrative Services Director 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 Head, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Head'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 Head. If the employee is not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receipt of the determination of the Department Head, request a further review by the City's Administrative Services Director, 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 Head. If not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receiving the determination of the Department Head, request a further review of the evaluation by the City's Administrative Services Director, whose decision shall be final and conclusive.

In either of the foregoing situations, if the career employee's Department Head prepared the evaluation in question, the employee may omit review by the Department Head and proceed directly to the next level of review by the Administrative Services Director.

Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Head 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 Head, 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 who have successfully completed training shall become eligible for a merit pay increase. Regular Crossing Guards shall become eligible for a second 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 7.25.
- 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. Part-time 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 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.

#### 6.08 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 Head. Notice of any correction(s) to the time-record will include the employee and Division Manager/Department Head. 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 Head. 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 Administrative Services Director for a final determination.

#### 6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned. If the Department Head, with the concurrence of the Administrative Services

Director, 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 Head.

### 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 Head 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 work-site on paid time.

An employee who takes a break from his/her normal work station 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 (3<sup>rd</sup> Monday in January), President's Day (3<sup>rd</sup> Monday in February), Memorial Day (last Monday in May), Independence Day (July 4<sup>th</sup>), Labor Day (1<sup>st</sup> Monday in September), Veteran's Day (November 11<sup>th</sup>), Thanksgiving (4<sup>th</sup> Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24<sup>th</sup>), and Christmas Day (December 25<sup>th</sup>).

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, 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 full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day 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 part-time 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 for current employees will be 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 affects 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 no leave accrued per approval by the Administrative Services Director. 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.

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 296 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 376 hours per year at the beginning of the 11<sup>th</sup> 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 800 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 272 hours per year. This accrual shall extend to 312 hours per year at the beginning of the sixth year and extend to 336 hours per year at the beginning of the 11<sup>th</sup> year. Hired on or after 9/30/2011 shall earn 252 hours per year. This accrual shall extend to 292 hours per year at the beginning of the sixth year and extend to 332 hours at the beginning of the 11<sup>th</sup> 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 800 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 352 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 252 hours per year. This accrual shall extend to 292 hours per year at the beginning of the sixth year and extend to 316 hours per year at the beginning of the 11<sup>th</sup> year. Hired on or after 9/30/2011 shall earn 234 hours per year. This accrual shall extend to 274 hours per year at the beginning of the sixth year and extend to 314 hours at the beginning of the 11<sup>th</sup> 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 800 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 332 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 192 hours per year. This accrual shall extend to 232 hours per year at the beginning of the sixth year and extend to 256 hours per year at the beginning of the 11<sup>th</sup> year. Hired on or after 9/30/2011 shall earn 176 hours per year. This accrual shall extend to 216 hours per year at the beginning of the sixth year and extend to 256

hours at the beginning of the 11<sup>th</sup> 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 800 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 272 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 of work due to their own medical condition for 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 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 1384 shall be excluded from the 1664 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.

No compensation for annual leave will be awarded to current City employees until they terminate or retire.

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 30 days within a year be provided 24 hours of paid sick leave at the beginning of each 12-month period. An employee is not eligible to begin using any accrued paid sick leave until after 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

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/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents 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, step-child, child of domestic partner, mother-in-law, father-in-law,

brother or sister, grandparent or grandchild). Step-parents 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 Head 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 work day 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 Head and the Administrative Services Director, 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 Head, concurred by the Administrative Services Director, 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, step-children, 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 Administrative Services Director. 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 Head and the Administrative Services Director 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 Head. 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 Head and the Administrative Services Director, 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 Administrative Services Director 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 work days 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 professionally 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 above-mentioned 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 above-mentioned disciplinary action.

## SECTION 9: DISCIPLINARY ACTIONS

### 9.05 DEFINITION OF DISCIPLINARY ACTION

“Disciplinary Action” means action taken by the Department Head 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 Head 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 Head 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 Head 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 Heads shall institute disciplinary suspensions only after receiving approval from the Administrative Services Director.

### 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 Heads shall institute a reduction in an employee's base pay only after receiving approval from the Administrative Services Director.

### 9.35 DEMOTION

The Department Head 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 Heads shall institute a demotion only after Administrative Services Director 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 Head for just cause as outlined in these Rules.

Department Heads shall institute a dismissal only after Administrative Services Director 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 Administrative Services Director. 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 non-employee 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 counselings, 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 Head 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 Head, 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 Head regardless of which supervisor may have issued the Skelly Letter.
- C. Department Head Decision: The Department Head 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 Head. 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 Head enough time to adequately review the employee's response before making a decision.

#### 10.25 APPEAL OF DEPARTMENT HEAD'S DECISION

A career employee may appeal a Department Head'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 head'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 Head 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 Administrative Services Director may designate any other non-involved Department Head 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 Administrative Services Director within ten (10) working days after the employee has received the Department Head's decision. Such an appeal and decision of the matter is based only upon the written record.

The Administrative Services Director shall render a written decision within ten (10) working days after receipt of the appeal. The Administrative Services Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Administrative Services Director'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 Head or the Administrative Services Director 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 Administrative Services Director within ten (10) working days from receipt of the Department Head'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 Head's decision directly to the Administrative Services Director, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Administrative Services Director, 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 Head or designated authority may, with the consent of the Administrative Services Director, 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 Head 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 its 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 Head 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 Head.

### 11.20 RECORDATION OF HEARING

All appeal hearings shall be recorded. The Administrative Services Director 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 Administrative Services Director. 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 Head 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 counselings.
- 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 Head shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Head.

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 Head 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 Administrative Services Director 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 Head 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 Administrative Services Director within ten (10) working days after the Department Head's decision is received by the employee.

The Administrative Services Director 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 Administrative Services Director's decision is received by the employee.

The City Manager may accept or reject the decision of the Administrative Services Director, 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.

<b>GRIEVANCE PROCEDURES</b>			
<b><u>STEP</u></b>	<b><u>CONTACT</u></b>	<b><u>FILE</u></b>	<b><u>DECISION</u></b>
Informal	Supervisor	N/A	Immediate
Step I Formal	Department Head (from incident)	10 working days from filing	10 working days
Step II Formal	Administrative Services Director	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 Heads 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 Administrative Services Director. Copies of documents concerning disciplinary actions taken by the supervisor or Department Head 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 Financial and Management Services 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 Finance Director. 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 Administrative Services Director.

### 13.15 ACCESS TO FILES

No person other than the City Manager, City Attorney, Special Legal Counsel, Administrative Services Director, Human Resources staff, the employee's hiring Department Head, immediate supervisor, current Department Head, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Head 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 Chief Financial Officer, 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, Administrative Services Director, Human Resources staff, the employee's Department Head, 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 yearly 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 1<sup>st</sup> 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 1<sup>st</sup> 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: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him-or-herself or insure any dependents. Eligible employees may 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. 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 dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.
  3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.

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 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 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 who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount 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 24-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.
- B. Division Management Employees hired before September 30, 2011 shall receive 4% of their gross annual salary. 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. 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 discussed. 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 for 20 years or 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 \$25 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 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' 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.

## 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 STAND BY

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, per regular shift, Monday through Friday, and for weekends and holidays. The current Stand-by Pay amounts are \$20.00 per day on Monday through Friday, and \$25.00 per day on Saturday, Sunday and Holidays.

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, per regular shift, Monday through Friday, and for weekends and holidays. The current Stand-by Pay amounts are \$20.00 per day on Monday through Friday, and \$25.00 per day on Saturday, Sunday and Holidays. Call out pay will be at the overtime rate with a one-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 work station 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 out (one for Animal Control). 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 heads 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 Head 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 Head, Administrative Services Director, 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 \$2,000 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.

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 Head and the Administrative Services Director.

#### 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 Head. 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 Head to attend such lecture, meeting, training program, or similar activity. Leisure and meal times 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 Head 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.

**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, e-mail, 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 Administrative Services Director, 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 head or the Administrative Services Director. 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 Head 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 Head 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 head 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 Administrative Services Director. 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 Administrative Services Director 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. The City will subject at least ten (10) percent of the total number of covered employees to random alcohol testing per year.

A random drug test will be administered to at least fifty (50) percent of the total number of covered employees 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 for the following drugs:

- Marijuana (THC Metabolite)

- Cocaine
- Amphetamines
- Opiates (including Heroin)
- Phencyclidine (PCP)

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 Administrative Services Director 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.

**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 complete 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 following: marijuana, cocaine, opiates, amphetamines, and phencyclidine.
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.”

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:  
(Optional)

SUPERVISOR #2 NAME:  
(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.

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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.

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Attachment: Personnel Rules And Regulations (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY

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.)

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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.

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Signature of Supervisor #1 Date/Time

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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 Administrative Services Director 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.

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

**REVISED JULY 2015**

Please complete this form and return to Human Resources. If you have any questions regarding the Personnel Rules & Regulations, please contact the Human Resources Department at extension 3045.

On \_\_\_\_\_, I received a copy of the City of Moreno Valley's, July 2015, revised Personnel Rules & Regulations, and I have had an opportunity to ask questions and discuss the information. I understand that a copy of this acknowledgement form will be placed in my central official employee personnel file, located in the Human Resources Department.

Employee Name **(Please Print)** \_\_\_\_\_

Employee Signature \_\_\_\_\_

Department/Division \_\_\_\_\_

-----  
Human Resources Department Use Only

Date Returned \_\_\_\_\_

Attachment: RulesAndRegs July 2015 CHANGES HIGHLIGHTED (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING

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

**REVISED July 2015**

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**DRUG AND ALCOHOL FREE WORKPLACE POLICY**

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**CITY OF MORENO VALLEY  
PERSONNEL RULES AND REGULATIONS  
REVISED July 2015**

**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 Head:** 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 Administrative Services Director.

**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 Heads 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 Administrative Services Director, 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. Step-parents 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 sub-section "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 Administrative Services Director 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 Heads 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 Head 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, martial 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 Administrative Services Director.

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 AND ANTI-HARASSMENT 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.

Harassment of an employee by a co-worker, 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 Administrative Services Director.**

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.

Any employee who believes he or she has been harassed by a co-worker, 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 Administrative Services Director. 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 Administrative Services Director. 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 Administrative Services Director shall:

- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:
  1. the complainant;
  2. the accused harasser; and
  3. any other persons the Administrative Services Director 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.

#### Dissemination of Policy

All employees, shall receive a copy of this Discrimination and Anti-Harassment 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 Administrative Services Director.

### 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 Administrative Services Director 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 Administrative Services Director shall inform the Department Head 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-weeks 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 Head. 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 Head, or the Administrative Services Director.

### 3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Administrative Services Director 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 Administrative Services Director, the employee's present Department Head, and the Department Head 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 Head may submit a request for a job audit to the Administrative Services Director 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 Administrative Services Director may conduct objective, non-competitive 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 Heads, in consultation with the Administrative Services Director, and as approved by the City Manager, will effect 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 14 calendar days of mailing a certified letter regarding availability for employment.

- D. Failure to report to work within 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 e-mail, 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 Head shall submit to the Administrative Services Director 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 Administrative Services Director and the City Manager or designee.

### 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 Administrative Services Director. 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 Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director and approved in writing by the City Manager. The City Manager may select a candidate for Department Head solely based on a review of the applicant's application and/or resume from among those screened by the Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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. Step-parents 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 Head, such a prohibited relationship does or would exist, the Department Head shall submit the reasons for his or her determination to the Administrative Services Director for review. The Administrative Services Director shall have one week to investigate the Department Head's findings and determine if a "prohibited relationship" does exist.

If the Administrative Services Director's review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Head. At this time, the Department Head 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 Administrative Services Director and Department Head 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 Administrative Services Director has concurred with the Department Head'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 (91<sup>st</sup>) 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 Administrative Services Director'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 Administrative Services Director 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 Administrative Services Director 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 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 Administrative Services Director 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 Head or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Administrative Services Director'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 Head, the Administrative Services Director, 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 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 Head. 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 Head. 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 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.

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, Administrative Services Director, 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 Head 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) months 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 and the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

## 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 Head may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Head 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 Heads, 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 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 Administrative Services Director 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 Head, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Head'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 Head. If the employee is not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receipt of the determination of the Department Head, request a further review by the City's Administrative Services Director, 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 Head. If not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receiving the determination of the Department Head, request a further review of the evaluation by the City's Administrative Services Director, whose decision shall be final and conclusive.

In either of the foregoing situations, if the career employee's Department Head prepared the evaluation in question, the employee may omit review by the Department Head and proceed directly to the next level of review by the Administrative Services Director.

Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Head 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 Head, 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 who have successfully completed training shall become eligible for a merit pay increase. Regular Crossing Guards shall become eligible for a second 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 7.25.
- 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. Part-time 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 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.

#### 6.08 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 Head. Notice of any correction(s) to the time-record will include the employee and Division Manager/Department Head. 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 Head. 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 Administrative Services Director for a final determination.

#### 6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned. If the Department Head, with the concurrence of the Administrative Services



Director, 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 Head.

### 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 Head 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 work-site on paid time.

An employee who takes a break from his/her normal work station 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 (3<sup>rd</sup> Monday in January), President's Day (3<sup>rd</sup> Monday in February), Memorial Day (last Monday in May), Independence Day (July 4<sup>th</sup>), Labor Day (1<sup>st</sup> Monday in September), Veteran's Day (November 11<sup>th</sup>), Thanksgiving (4<sup>th</sup> Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24<sup>th</sup>), and Christmas Day (December 25<sup>th</sup>).

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, 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 full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day 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 part-time 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 for current employees will be 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 affects 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 no leave accrued per approval by the Administrative Services Director. 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.

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 296 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 376 hours per year at the beginning of the 11<sup>th</sup> 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 800 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 272 hours per year. This accrual shall extend to 312 hours per year at the beginning of the sixth year and extend to 336 hours per year at the beginning of the 11<sup>th</sup> year. Hired on or after 9/30/2011 shall earn 252 hours per year. This accrual shall extend to 292 hours per year at the beginning of the sixth year and extend to 332 hours at the beginning of the 11<sup>th</sup> 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 800 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 352 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 252 hours per year. This accrual shall extend to 292 hours per year at the beginning of the sixth year and extend to 316 hours per year at the beginning of the 11<sup>th</sup> year. Hired on or after 9/30/2011 shall earn 234 hours per year. This accrual shall extend to 274 hours per year at the beginning of the sixth year and extend to 314 hours at the beginning of the 11<sup>th</sup> 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 800 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 332 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 192 hours per year. This accrual shall extend to 232 hours per year at the beginning of the sixth year and extend to 256 hours per year at the beginning of the 11<sup>th</sup> year. Hired on or after 9/30/2011 shall earn 176 hours per year. This accrual shall extend to 216 hours per year at the beginning of the sixth year and extend to 256

hours at the beginning of the 11<sup>th</sup> 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 800 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 272 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 of work due to their own medical condition for 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 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 1384 shall be excluded from the 1664 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.

No compensation for annual leave will be awarded to current City employees until they terminate or retire.

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 30 days within a year be provided 24 hours of paid sick leave at the beginning of each 12-month period. An employee is not eligible to begin using any accrued paid sick leave until after 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

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/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents 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, step-child, child of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild). Step-parents 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 Head 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 work day 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 Head and the Administrative Services Director, 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 Head, concurred by the Administrative Services Director, 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, step-children, 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 Administrative Services Director. 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 Head and the Administrative Services Director 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 Head. 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 Head and the Administrative Services Director, 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 Administrative Services Director 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 work days 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 professionally 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 above-mentioned 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 above-mentioned disciplinary action.

## SECTION 9: DISCIPLINARY ACTIONS

### 9.05 DEFINITION OF DISCIPLINARY ACTION

“Disciplinary Action” means action taken by the Department Head 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 Head 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 Head 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 Head 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 Heads shall institute disciplinary suspensions only after receiving approval from the Administrative Services Director.

#### 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 Heads shall institute a reduction in an employee's base pay only after receiving approval from the Administrative Services Director.

#### 9.35 DEMOTION

The Department Head 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 Heads shall institute a demotion only after Administrative Services Director 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 Head for just cause as outlined in these Rules.

Department Heads shall institute a dismissal only after Administrative Services Director 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 Administrative Services Director. 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 non-employee 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 counselings, 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 Head 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 Head, 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 Head regardless of which supervisor may have issued the Skelly Letter.
- C. Department Head Decision: The Department Head 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 Head. 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 Head enough time to adequately review the employee's response before making a decision.

#### 10.25 APPEAL OF DEPARTMENT HEAD'S DECISION

A career employee may appeal a Department Head'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 head'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 Head 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 Administrative Services Director may designate any other non-involved Department Head 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 Administrative Services Director within ten (10) working days after the employee has received the Department Head's decision. Such an appeal and decision of the matter is based only upon the written record.

The Administrative Services Director shall render a written decision within ten (10) working days after receipt of the appeal. The Administrative Services Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Administrative Services Director'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 Head or the Administrative Services Director 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 Administrative Services Director within ten (10) working days from receipt of the Department Head'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 Head's decision directly to the Administrative Services Director, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Administrative Services Director, 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 Head or designated authority may, with the consent of the Administrative Services Director, 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 Head 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 its 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 Head 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 Head.

### 11.20 RECORDATION OF HEARING

All appeal hearings shall be recorded. The Administrative Services Director 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 Administrative Services Director. 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 Head 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 counselings.
- 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 Head shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Head.

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 Head 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 Administrative Services Director 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 Head 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 Administrative Services Director within ten (10) working days after the Department Head's decision is received by the employee.

The Administrative Services Director 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 Administrative Services Director's decision is received by the employee.

The City Manager may accept or reject the decision of the Administrative Services Director, 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.

<b>GRIEVANCE PROCEDURES</b>			
<b><u>STEP</u></b>	<b><u>CONTACT</u></b>	<b><u>FILE</u></b>	<b><u>DECISION</u></b>
Informal	Supervisor	N/A	Immediate
Step I Formal	Department Head (from incident)	10 working days from filing	10 working days
Step II Formal	Administrative Services Director	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 Heads 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 Administrative Services Director. Copies of documents concerning disciplinary actions taken by the supervisor or Department Head 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 Financial and Management Services 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 Finance Director. 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 Administrative Services Director.

13.15 ACCESS TO FILES

No person other than the City Manager, City Attorney, Special Legal Counsel, Administrative Services Director, Human Resources staff, the employee's hiring Department Head, immediate supervisor, current Department Head, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Head 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 Chief Financial Officer, 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, Administrative Services Director, Human Resources staff, the employee's Department Head, 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 yearly 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 1<sup>st</sup> 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 1<sup>st</sup> 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: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him-or-herself or insure any dependents. Eligible employees may 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. 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 dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.
  3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.

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 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 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 who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount 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 24-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.
- B. Division Management Employees hired before September 30, 2011 shall receive 4% of their gross annual salary. 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. 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 discussed. 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 for 20 years or 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 \$25 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 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' 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.

## 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 STAND BY

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, per regular shift, Monday through Friday, and for weekends and holidays. The current Stand-by Pay amounts are \$20.00 per day on Monday through Friday, and \$25.00 per day on Saturday, Sunday and Holidays.

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, per regular shift, Monday through Friday, and for weekends and holidays. The current Stand-by Pay amounts are \$20.00 per day on Monday through Friday, and \$25.00 per day on Saturday, Sunday and Holidays. Call out pay will be at the overtime rate with a one-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 work station 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 out (one for Animal Control). 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 heads 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 Head 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 Head, Administrative Services Director, 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 \$2,000 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.

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 Head and the Administrative Services Director.

#### 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 Head. 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 Head to attend such lecture, meeting, training program, or similar activity. Leisure and meal times 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 Head 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.

**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, e-mail, 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 Administrative Services Director, 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 head or the Administrative Services Director. 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 Head 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 Head 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 head 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 Administrative Services Director. 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 Administrative Services Director 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. The City will subject at least ten (10) percent of the total number of covered employees to random alcohol testing per year.

A random drug test will be administered to at least fifty (50) percent of the total number of covered employees 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 for the following drugs:

- Marijuana (THC Metabolite)

- Cocaine
- Amphetamines
- Opiates (including Heroin)
- Phencyclidine (PCP)

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 Administrative Services Director 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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**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.



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**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 complete 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 following: marijuana, cocaine, opiates, amphetamines, and phencyclidine.
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.”

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APPENDIX D

**REASONABLE SUSPICION OBSERVATION FORM**  
(STRICTLY CONFIDENTIAL)

EMPLOYEE NAME:

DAY/TIME OF INCIDENT:

SUPERVISOR #1 NAME:  
(Optional)

SUPERVISOR #2 NAME:  
(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.

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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.

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Attachment: RulesAndRegs July 2015 CHANGES HIGHLIGHTED (1456 : 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.)

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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.

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Signature of Supervisor #1 Date/Time

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Signature of Supervisor #2 Date/Time

Attachment: RulesAndRegs July 2015 CHANGES HIGHLIGHTED (1456 : APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING

**The City of Moreno Valley  
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**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 Administrative Services Director 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.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris Paxton, Administrative Services Director

**AGENDA DATE:** May 26, 2015

**TITLE:** LIST OF PERSONNEL CHANGES

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### **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 and are presented for City Council ratification.

### **FISCAL IMPACT**

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

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Chris Paxton  
Administrative Services Director

Department Head Approval:  
Chris Paxton  
Administrative Services Director

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. List of Personnel Changes

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/19/15 3:05 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 9:54 AM
City Manager Approval	<u>✓ Approved</u>	5/20/15 2:12 PM



## City of Moreno Valley Personnel Changes

### New Hires

Karen Ayers, Management Analyst, Community & Economic Development Department

### Promotions

None

### Separations

None



## Report to City Council

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**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:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** May 26, 2015

**TITLE:** AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Agreement for Backflow Testing, Repair and Replacement Services ("Agreement") with E.R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide services within landscape maintenance districts managed by the City.
2. Authorize the City Manager to execute the Agreement with E.R. Block Plumbing, Inc.
3. Authorize the issuance of purchase orders for fiscal year 2015/16 to E.R. Block Plumbing, Inc. in the not-to-exceed amount of \$67,450.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

### **SUMMARY**

Subsequent to a competitive procurement process, staff is recommending the City Council and CSD Board approve the Agreement for Backflow Testing, Repair and

Replacement services with E.R. Block Plumbing, Inc.. The agreement is for a one year term, with four potential one year extensions that could result in a five year total term. The total not to exceed, should the agreement reach the five year potential term, is \$337,250. The contract is for base testing of backflow devices, in accordance with State law, and additional repair work expected to be required each year, based on operating experience.

## **DISCUSSION**

Backflows devices are required by State law to protect potable water supplies from cross contamination or pollution due to the backflow of water into the main water supply. Regular testing and repairs/replacements are required to be performed by “certified testers” as part of Eastern Municipal Water District’s (EMWD’s) annual testing requirements and to be in compliance with State law.

In March of 2015, a Request for Proposal (“RFP”) was issued to solicit proposals to provide backflow testing, repair and replacement services to designated City and CSD (collectively “City”) maintained landscaped parkways and medians. One response to the RFP was received prior to the March 23, 2015 deadline.

In an effort to ensure the City is receiving the best price possible and in response to concerns expressed by a potential responding contractor, responses were rejected. The RFP was slightly modified and it was re-issued. Modifications to the RFP included modifying the pre-submittal meeting from mandatory to non-mandatory and eliminating the requirement for a proposal surety bond and labor & materials bond which were determined to be unnecessary for this proposal.

The RFP was re-issued on March 26<sup>th</sup> using the City’s new web-based purchasing system, Planet Bids. Three contractors attended the April 9<sup>th</sup> pre-submittal meeting. Seven companies registered as prospective bidders for the RFP in Planet Bids; however, only one response was received by the April 16<sup>th</sup> submittal deadline.

An Independent review of the proposal from E.R. Block Plumbing, Inc. was conducted by the City’s Park Maintenance Supervisor and Storm Water Management Associate Engineer. Both individuals have experience with landscape maintenance and/or contract management. Review of the proposal deemed E.R. Block Plumbing, Inc. qualified to perform the required services and at an acceptable overall cost. Further, E.R. Block Plumbing, Inc. has been under contract to provide these services to the City for the past five years and has provided satisfactory services.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. The Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms; the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Backflow Testing, Repair and Replacement Services						
	FY 2015/16 Original Agreement	FY 2016/17 Proposed First Extension <sup>1</sup>	FY 2017/18 Proposed Second Extension <sup>1</sup>	FY 2018/19 Proposed Third Extension <sup>1</sup>	FY 2019/20 Proposed Fourth Extension <sup>1</sup>	Cumulative Total
Base	\$ 6,025	\$ 6,025	\$ 6,025	\$ 6,025	\$ 6,025	\$ 30,125
Additional Work	\$ 61,425	\$ 61,425	\$ 61,425	\$ 61,425	\$ 61,425	\$ 307,125
Total	\$ 67,450	\$ 67,450	\$ 67,450	\$ 67,450	\$ 67,450	\$ 337,250

“Base” services include annual testing of each backflow device one time per fiscal year and submission of a backflow testing report to EMWD. Tests ensure proper functioning of the backflow equipment which includes, but is not necessarily limited to ensuring proper operation and function of the backflow and backflow related equipment. Backflow devices and the testing of these devices is a state requirement in areas where there are irrigation meters serving potable water. The cost for this service is typically set per test.

Potential “additional work” includes, but is not necessarily limited to: additional labor and material costs for backflow equipment repairs and or replacement of malfunctioning or stolen backflow devices. The cost for these services varies based upon need. Costs are based on the unit prices as specified in the Agreement for regular, unanticipated and/or emergency repairs and replacement parts.

**ALTERNATIVES**

1. Approve the Agreement for Backflow Testing, Repair and Replacement Services with E.R. Block Plumbing, Inc., in the form attached hereto, for backflow testing, repair and replacement services in designated City maintained landscaped parkway and median areas; authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for fiscal year 2015/16 in the not to exceed amount of \$67,450.00 (\$6,025.00 for base and \$61,425.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the City will ensure uninterrupted testing, maintenance and repair of the backflows within designated landscape parkways and medians.*
2. Do not approve the Agreement for Backflow Testing, Repair and Replacement Services with E.R. Block Plumbing, Inc. in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for fiscal year 2015/16 in the not to exceed amount of \$67,450.00 (\$6,025.00 for base and \$61,425.00 for additional work); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, this may cause a delay in the necessary testing, maintenance and repair of backflow devices resulting in potential cross*

contamination of the water systems. This will also result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.

## **FISCAL IMPACT**

Administration and maintenance of landscape and landscape related specialty services (i.e. backflow testing, repair and replacement services) are funded through the City's landscape maintenance districts. **The costs for these maintenance services are included in the proposed fiscal year 2015/16 and 2016/17 budgets for each of the districts requiring the services.** The following table represents the allocation and cost for base service and additional work costs of the Agreement for FY 2015/16.

Service Area or Zone	Location	GL Account No.	FY 15/16 Base Budget	FY 15/16 Additional Work	FY 15/16 Total
<b><u>CSD Zones</u></b>					
D	Various Tracts	5111-30-79-25704-620910	\$3,000	\$12,000	\$15,000
M	Medians	5112-30-79-25719-620910	\$700	\$5,900	\$6,600
S	Sunnymead Blvd.	5114-30-79-25720-620910	\$100	\$2,400	\$2,500
E-7	Centerpointe	5013-30-79-25713-620910	\$75	\$4,800	\$4,875
E-8	Promontory Park	5013-30-79-25714-620910	\$25	\$3,600	\$3,625
<b><u>LMD 2014-02</u></b>					
01	Towngate	5013-30-79-25706-620910	\$300	\$4,800	\$5,100
01A	Renaissance Park	5013-30-79-25707-620910	\$75	\$2,400	\$2,475
02	Hidden Springs	5013-30-79-25708-620910	\$575	\$3,525	\$4,100
03	Moreno Valley Ranch - West	5013-30-79-25709-620910	\$175	\$3,600	\$3,775
05	Stoneridge Ranch	5013-30-79-25715-620910	\$50	\$3,600	\$3,650
06	Mahogany Fields	5013-30-79-25716-620910	\$150	\$3,600	\$3,750
07	Celebration	5013-30-79-25717-620910	\$50	\$3,600	\$3,650
08	Shadow Mountain	5013-30-79-25718-620910	\$75	\$3,600	\$3,675
<b><u>CFD 2014-01</u></b>	Various Tracts	5014-30-79-25721-620910	\$0	\$2,500	\$2,500
<b><u>NPDES Basins</u></b>	Various Tracts	2008-20-29-20450-620910	\$675	\$1,500	\$2,175
<b>Totals</b>			<b>\$6,025</b>	<b>\$61,425</b>	<b>\$67,450</b>

## **NOTIFICATION**

A request for invitation for proposal submission was posted to Planet Bids initially on Monday, March 9, 2015. A second invitation was posted on Thursday, March 26, 2015.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer/Treasurer

Concurred By:  
Candace E. Cassel  
Special Districts Division Manager

Concurred By:  
Rix Skonberg  
Purchasing & Facilities Division Manager

## **CITY COUNCIL GOALS**

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

**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.

**ATTACHMENTS**

- 1. Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/15 5:23 PM
City Attorney Approval	<u>✓ Approved</u>	5/19/15 9:30 AM
City Manager Approval	<u>✓ Approved</u>	5/19/15 11:13 AM

## INDEPENDENT CONTRACTOR AGREEMENT

### RFP NO. SD 2015/16-01 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

This Agreement, herein referred to as "Agreement" or "Contract" is made by and between the City of Moreno Valley, a California municipal corporation and/or the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552 hereinafter referred to as "City" and, E. R. Block Plumbing, Inc., a California Corporation, with its principal place of business at 10910 Hole Avenue, Riverside, CA 92505 hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Contractor desires to perform and assume responsibility for the provision of professional plumbing services to perform backflow testing, repair and/or replacement services required by the City based upon on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional landscape and irrigation maintenance services and is licensed in the State of California; and,
- C. The City desires to engage Contractor to render such services for testing, repairs and replacements, as needed, of backflow equipment located within City/CSD maintained landscape parkways and medians as more fully described herein; and,
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**1. CONTRACTOR INFORMATION:**

Contractor's Name	E.R. Block Plumbing, Inc.
Street Address	10910 Hole Street
Street Address	
City, State, Zip	Riverside, CA 92505
Mailing Address	Same
(If same as Street Address, write same or same as above)	
Business Phone (with area code)	951-687-4011
Cell or Mobile Phone (with area code)	951-326-7300
Other Contact Number (with area code)	
Fax Number	
Email Address	blockplumb@sbcglobal.net
Business License Number	00896
Federal Tax ID Number	95-3138160
Contractor's License Number & Classification	675567 C-36

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

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor and the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2015 and the Contract Ending Date is June 30, 2016 unless terminated earlier as provided herein. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The City acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contractor Information, Contract Proposal, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.



**G. STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the City
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: [INSERT NAME(S)].
- F. City's Representative. The City hereby designates the City Manager/City Manager in the capacity of District Manager to the Moreno Valley Community Services District, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not

accept direction or orders from any person other than the City's Representative or his or her designee.

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

the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the District and the Moreno Valley Housing Authority, and their officers, agents and employees.

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

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

- General Liability Insurance—to protect against loss from liability imposed

by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

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

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

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

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result

of its work, shall become the sole property of the City unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of all parties.

N. Entire of the Agreement. This Agreement constitutes the entire Contract between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the proposal attached. This Agreement may be modified or amended only by a subsequent written agreement signed by all parties. Assignment of this Agreement is prohibited without prior written consent.

O. Termination.

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
3. If this Agreement is terminated as provided herein, the City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
4. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

P. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for

compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

- Q. Restrictions on City and City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Contract. No officer or employee of the City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate),:

To Contractor:     E. R. Block Plumbing, Inc.  
 \_\_\_\_\_  
 [Contractor Name]  
 10910 Hole Avenue  
 \_\_\_\_\_  
 [Mailing Address]  
 \_\_\_\_\_  
 [Mailing Address]  
 Gregg Ross  
 \_\_\_\_\_  
 [Attn: [Insert Name]]  
 951-687-4011  
 \_\_\_\_\_  
 [Telephone number]  
 blockplumb@sbcglobal.net  
 \_\_\_\_\_  
 [Email address]

To City:            CITY OF MORENO VALLEY AND  
 THE MORENO VALLEY COMMUNITY SERVICES  
 DISTRICT  
 Financial & Management Services Department  
 Special Districts Division  
 14331 Frederick Street, Suite 2  
 P. O. Box 88005  
 Moreno Valley, CA 92552-0805  
 Attn: Sharon Sharp, Senior Management Analyst  
 Telephone number: 951.413.3480  
 Email address: specialdistricts@moval.org

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

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. The City reserves the right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

City of Moreno Valley/City of Moreno Valley  
Community Services District

E. R. Block Plumbing, Inc.

By: \_\_\_\_\_  
Title: City Manager, and City Manager  
acting in the capacity of District  
Manager to the Directors of the  
Moreno Valley Community Services  
District

By: [Signature]  
Title: (President or Vice President)

Date: \_\_\_\_\_

Date: 5/1/15

<b><u>INTERNAL USE ONLY</u></b>	
ATTEST:     _____ City Clerk  APPROVED AS TO LEGAL FORM:    _____ City Attorney	

: [Signature]  
Corporate Secretary or Assistant  
Secretary  
(If applicable)  
Date: 5/1/15

Affix Corporate Seal Below  
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates.



## EXHIBIT A

### Invitation #2015-003 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

#### 1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing, repair and replacement services within the boundaries of the various City LMDs and/or zones of the City as determined in the resolutions of the City Council and/or Community Services District Board establishing said LMDs and/or zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 16 (Project Location Maps).
- B. The Contractor shall have the duty to perform blackflow testing, repairs and replacements in the areas designated herein.
- C. All work shall be performed in accordance with usual and customary backflow testing, repair and replacement practices to achieve proper operation and functioning of backflows and related backflow equipment. Contractor shall at all times maintain the City's backflow prevention devices in a condition that satisfied all applicable statutory requirements. The Financial and Management Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, methods or materials used, and make changes in the work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the location site(s) of proposed work to be serviced under this Contract as noted in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Agreement, nor shall the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Provisions of this Contract.

## 2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The City will forward annual backflow assembly test reporting forms for each Zone (service area) or water quality basin landscaped area to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the City will notify the Contractor via email or telephone that test report forms have been mailed.
- B. Upon receipt of test report forms via U.S. mail, email, or telephone notification by the City, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed testing reports prepared and submitted to Eastern Municipal Water District (EMWD) **on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly***. Tests of backflow assemblies for special financing district Zones D, E, M, S, Landscape Maintenance Districts (LMD's), Community Facilities District (CFD's) of the City, and/or water quality basin landscaped areas as maintained by the City shall be conducted exclusive of any other tests Contractor may perform on behalf of the City.

### C. Process for returning Test Report forms:

Properly completed and legible Test Reporting forms must be completed by or before the completion date set forth on the Test Report and submitted as follows:

1. The original Test Report (white) shall be forwarded **by or before the completion date set forth on the test report to:**

Eastern Municipal Water District  
Attn: Backflow Dept., P. O. Box 8300  
Perris, CA 92572-8300

2. A legible photocopy of the completed Test Report shall be forwarded to:

Special Districts Division  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

It is the Contractor's responsible to directly contact EMWD with any request to extend the due date of the Test Report and/or other variances, and to provide a copy of such request and response to the Director. Failure to properly complete and/or submit Test Reports by or before the completion date set forth on the Test

Report to EMWD and/or provide a photocopy of such Test Reports to the City may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C, Section 4.

- D. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

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

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

### 3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C, Section 4.
- B. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company

name.

Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph C. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week.

During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this Contract. Failure to capably provide regular communication may result in the Contractor being assessed non-performance penalties, per Exhibit C, Section 4.

- C. The Contractor must respond emergency calls from any of the parties listed herein this section no later than one (1) hour following notification by telephone, email, written mailed correspondence or facsimile transmission. In situations where emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within one (1) hour of first notification. An emergency may be called by the following individuals or agencies at any time:

- |  |  |
|--|--|
| 1. City Manager                        | 6. Street Maintenance Supervisor       |
| 2. Financial & Mgmt. Services Director | 7. Senior Landscape Services Inspector |
| 3. Police Department                   | 8. Landscape Services Inspector        |
| 4. Fire Department                     | 9. Landscape Irrigation Technician     |
| 5. Special Districts Division Manager  |  |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

#### 4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C, Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

#### 5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

## 6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C, Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly.
- C. In addition to the provisions of Exhibit A, Section 6, paragraph A, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the City may immediately upon written notice to the Contractor terminate this Agreement.

## 7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in payment deduction per Exhibit C, Section 3, or assessment of non-performance penalties per Exhibit C, Section 4. Repeated failure to comply with the provisions of this section may result in termination of the Agreement, per the terms of the Independent Contractor Agreement, Section 3, paragraph O.

## **8. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

## **9. PREVAILING WAGE**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and

copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached Agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

## 10. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this Contract as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

## 11. BONDS

The bonding requirements of the project are for a "Faithful Performance Bond" in the amount of one hundred percent (100%) of the Contract price, for testing services which shall guarantee the faithful performance of all testing performed hereunder.

See Attachments 1 of this Exhibit A for a sample.



## **12. SUBSTITUTION OF SECURITIES**

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

## **13. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

## **14. CONTRACTORS LICENSE**

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

## **15. TECHNICAL PROVISIONS**

### **A. GENERAL**

1. During the entire term of the Contract, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.
2. Contractor will perform annual tests and other periodic tests of the City's

backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations that are located within each of the for special financing district Zones D, E, M, S, Landscape Maintenance Districts (LMD's), Community Facilities District (CFD's) of the City, and/or water quality basin landscaped areas as maintained by the City as per the site maps included at the end of this Section.

3. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.
4. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow and Cross-Connection Prevention Program (EMWD Ordinance No. 69).
5. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.
6. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

## **B. SECURITY DEPOSIT**

1. Contractor shall post a five hundred dollar (\$500.00) cash deposit with the City following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.
2. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the Agreement.

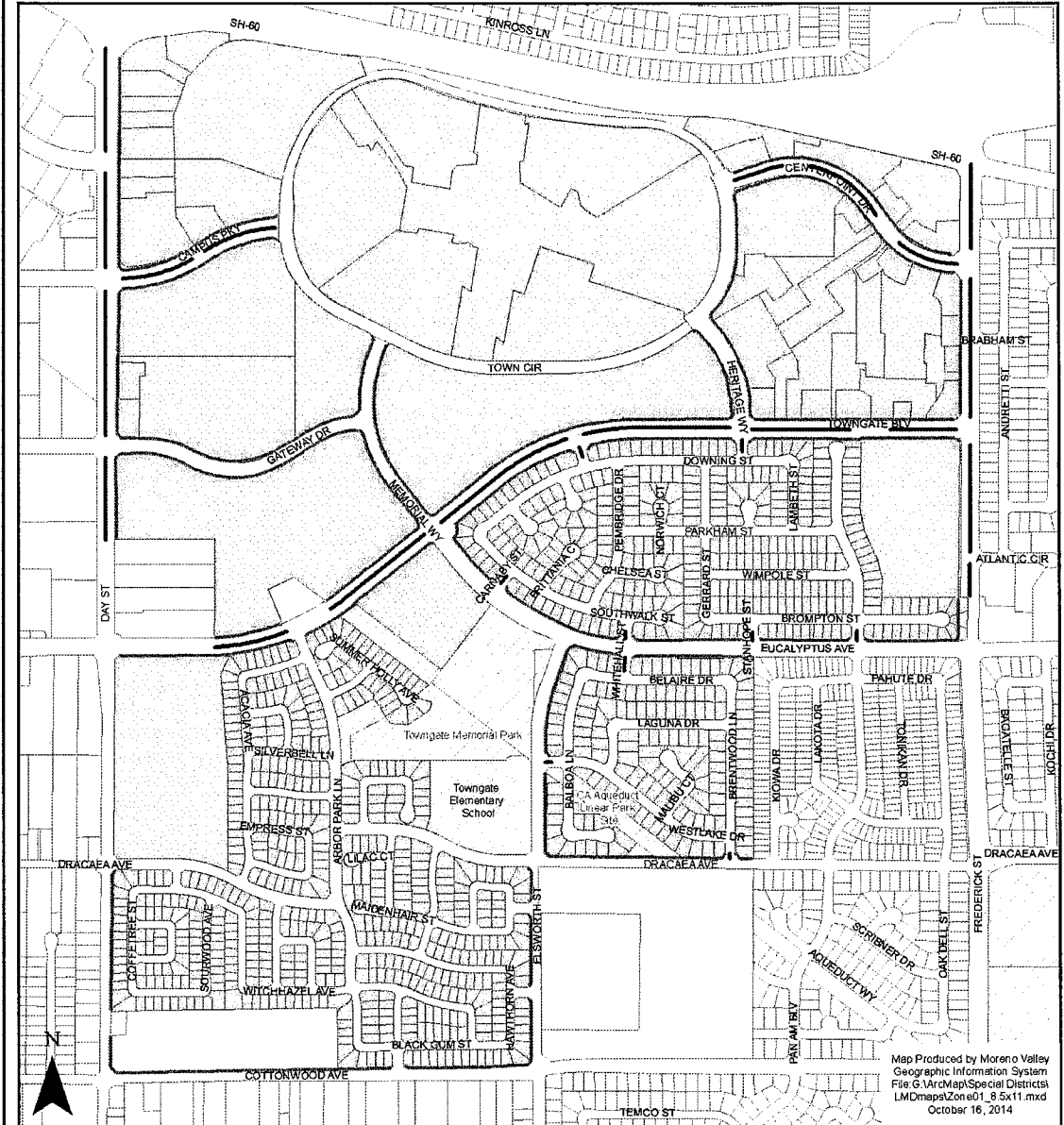
**EXHIBIT A: PROJECT LOCATION MAPS**

Zone 01, LMD 2014-01, TownGate  
Zone 01A, LMD 2014-01, Renaissance Park  
Zone 02, LMD 2014-02, Hidden Springs  
Zone 03, LMD 2014-02, Moreno Valley Ranch West  
Zone 05, LMD 2014-02, Stoneridge Ranch  
Zone 06, LMD 2014-02, Mahogany Fields  
Zone 07, LMD 2014-02, Celebration  
Zone 08, LMD 2014-02, Shadow Mountain




CSD Zone E-7, Centerpointe  
CSD Zone E-8, Promontory Park  
CSD Zone D-Standard Service  
CSD Zone D-Reduced Service  
CSD Zone M-Median, Monument, Parkway  
CSD Zone S-Sunnymead

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-01

#### Zone 01 (Towngate)



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-  Landscaped Parkway
-  Landscaped Median
-  Zone 01 Parcels

Map Produced by Moreno Valley  
Geographic Information System  
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October 16, 2014



Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND




### Moreno Valley Community Services District Landscape Maintenance District No. 2014-01

#### Zone 01A (Renaissance Park)



Map Created by Moreno Valley GIS  
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 Print Date: February 27, 2016

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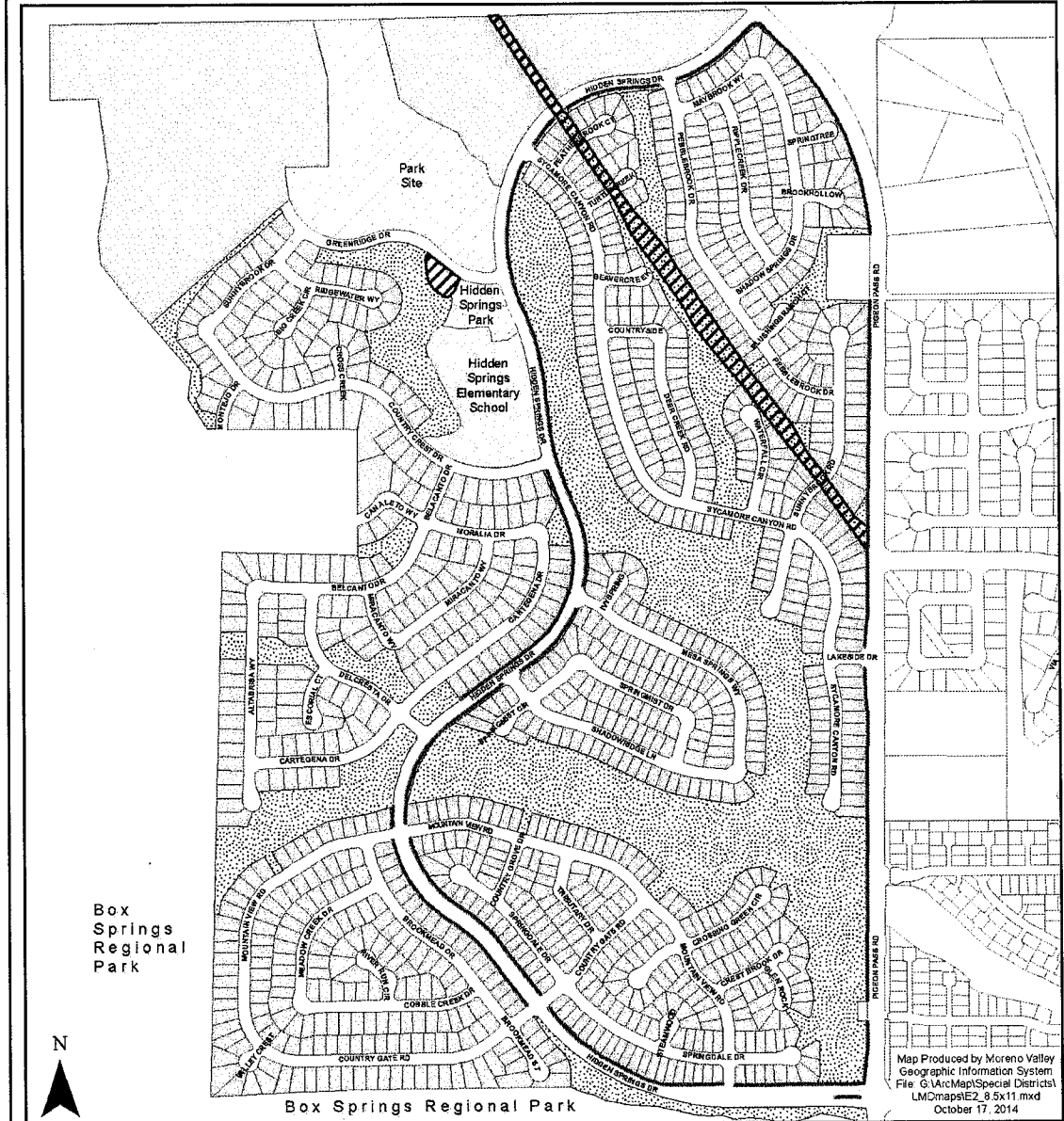
-  Landscaped Parkway
-  Landscaped Medians
-  Zone 01A Parcels







Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 02 (Hidden Springs)



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-  Landsaped Parkway
-  EMWD/SCE Easement
-  Landsaped Open Space
-  Zone 02 Properties

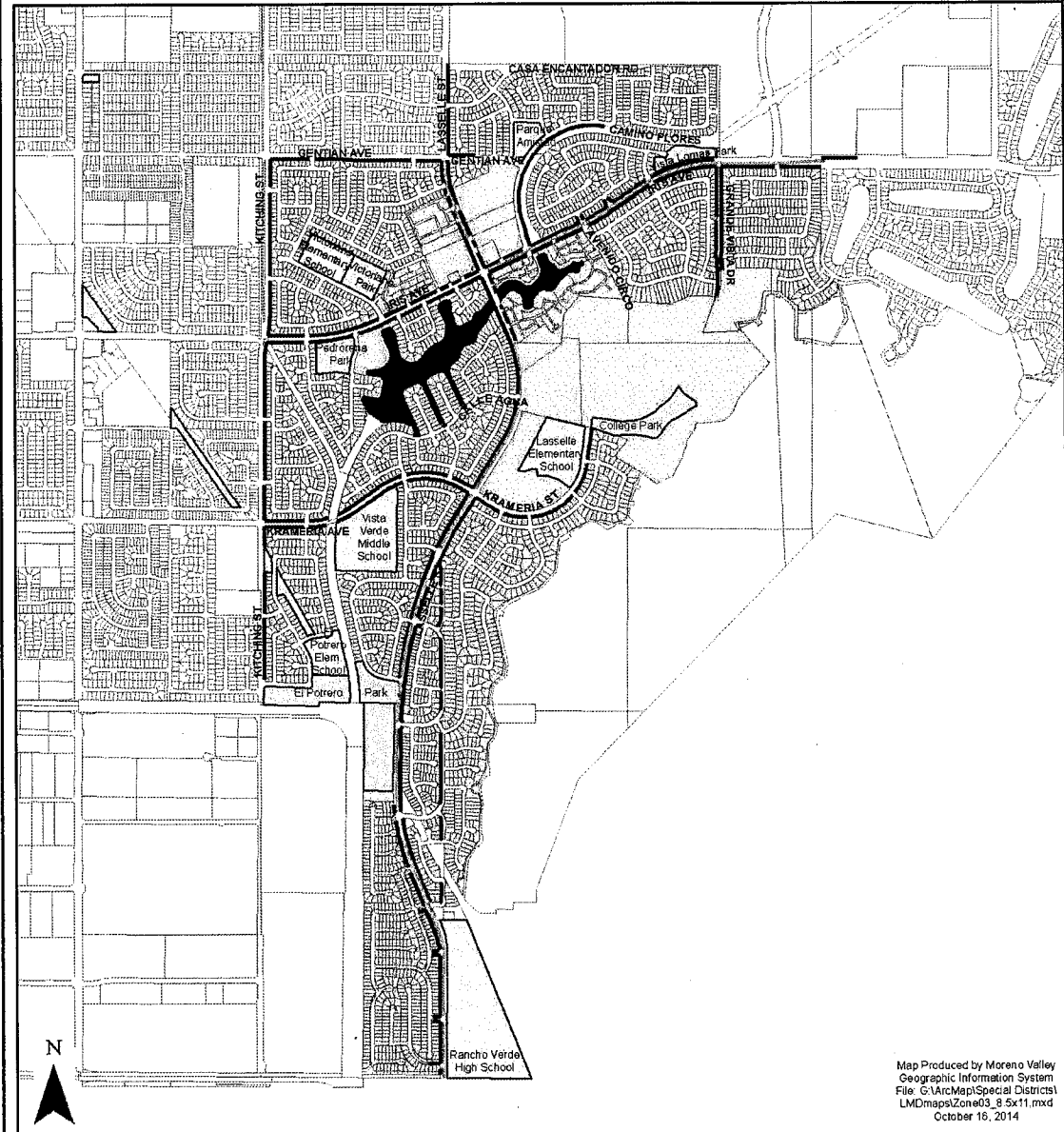


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October 17, 2014

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### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 03 (Moreno Valley Ranch - West)



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Geographic Information System  
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October 16, 2014

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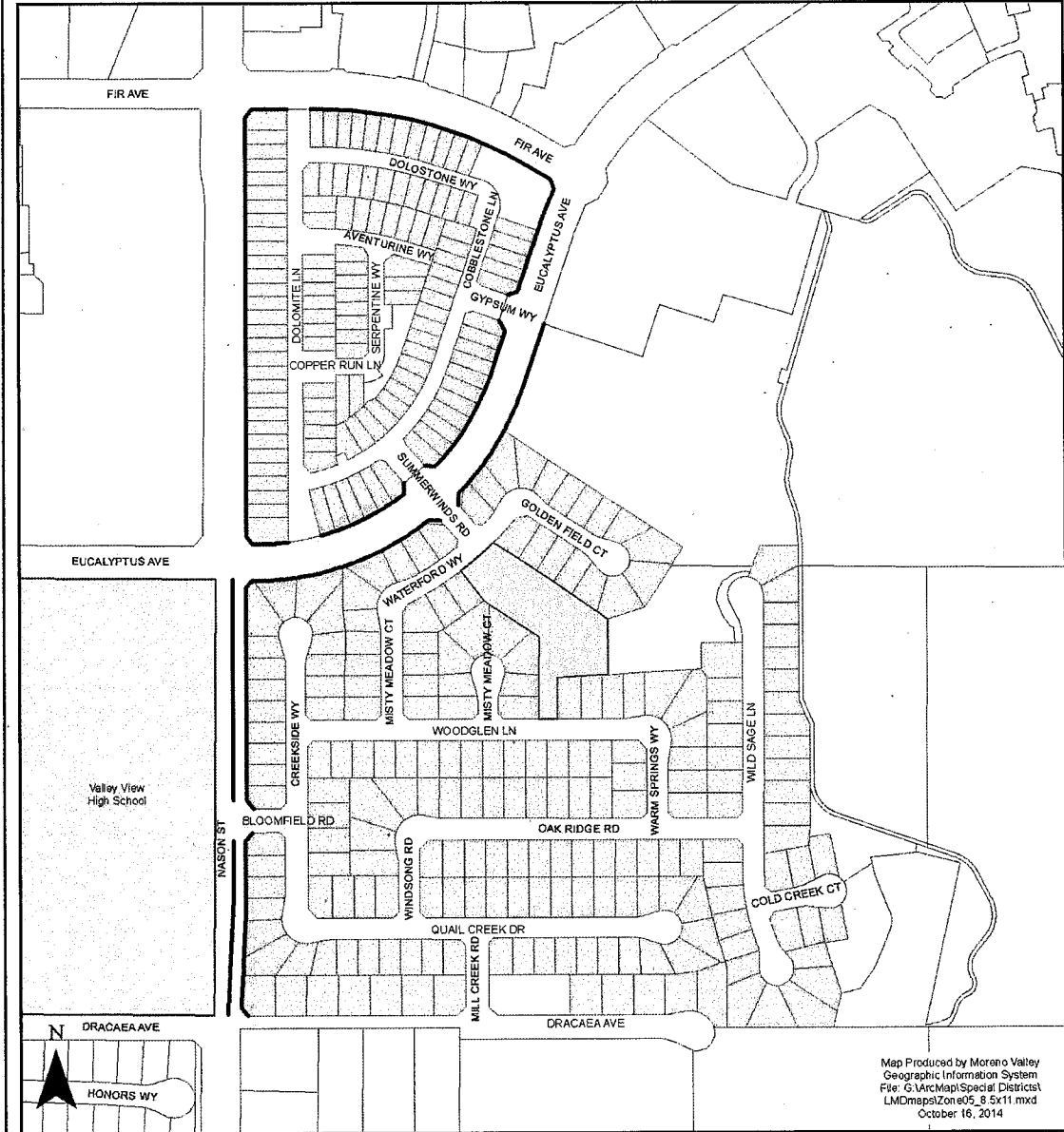
-  Landscaped Parkway
-  Landscaped Medians
-  Zone 03 Parcels






Attachment: Agreement (1421 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 05 (Stoneridge Ranch)



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-  Landscaped Parkway
-  Landscaped Median
-  Zone 05 Parcels



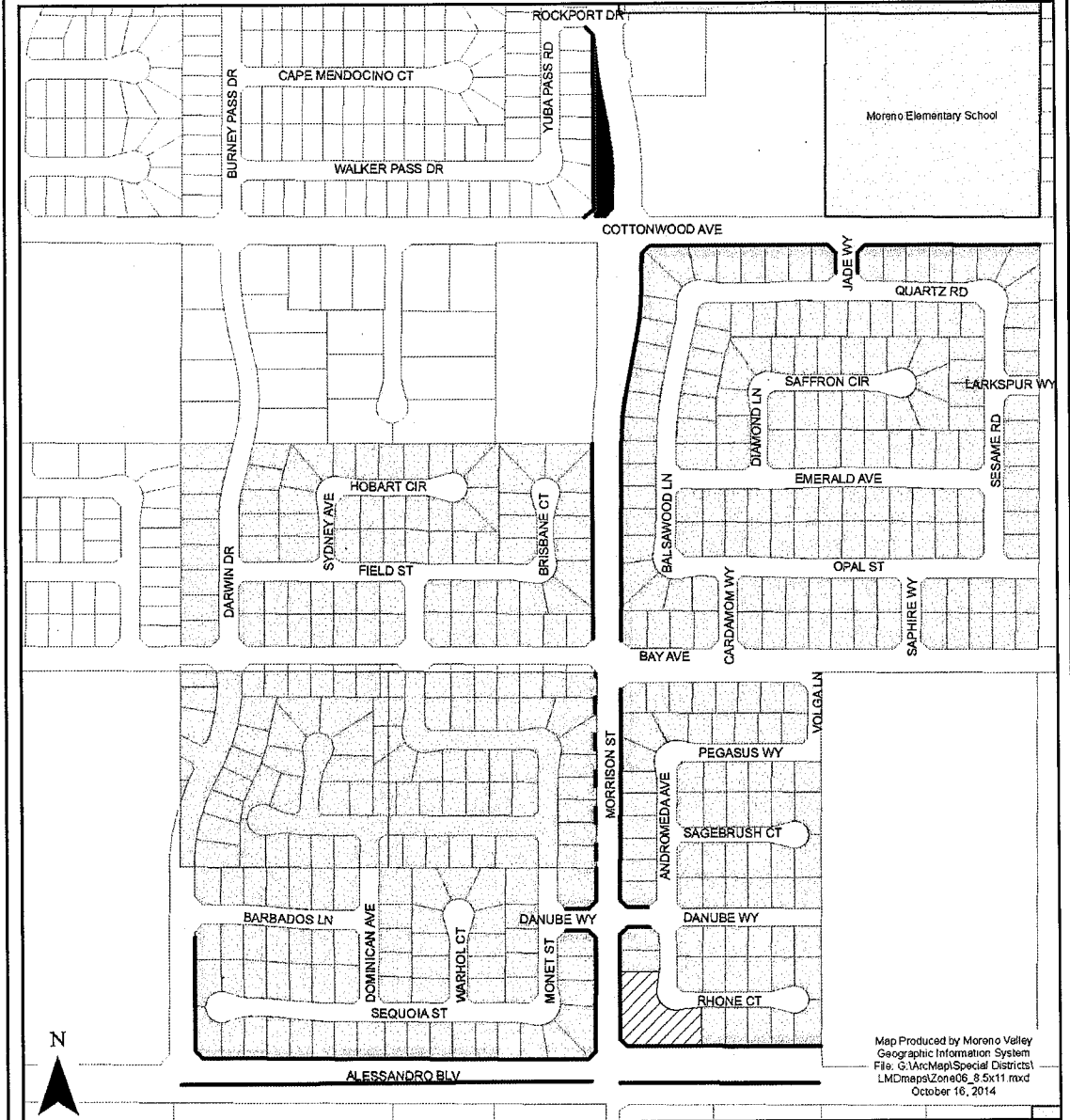
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October 16, 2014

Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND



### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 06 (Mahogany Fields)



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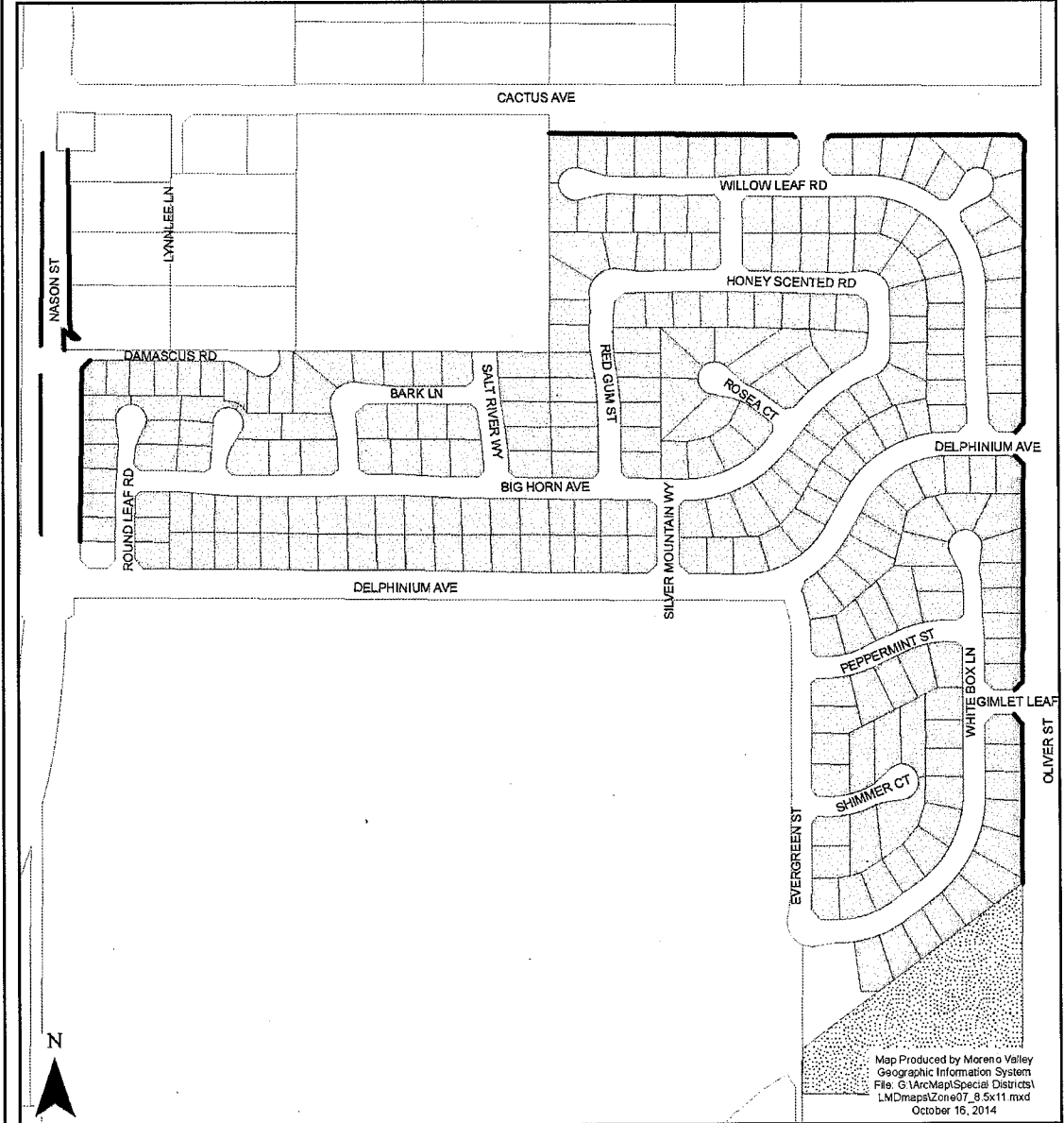
- Landscaped Parkway
- Future Landscaping
- Landscaped Median
- Not part of Zone 06 landscaping
- Turf Area
- Zone 06 Parcels



Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 07 (Celebration)



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- Landscaped Parkway
- Landscaped Median
- Landscaped Open Space
- Zone 07 Parcels

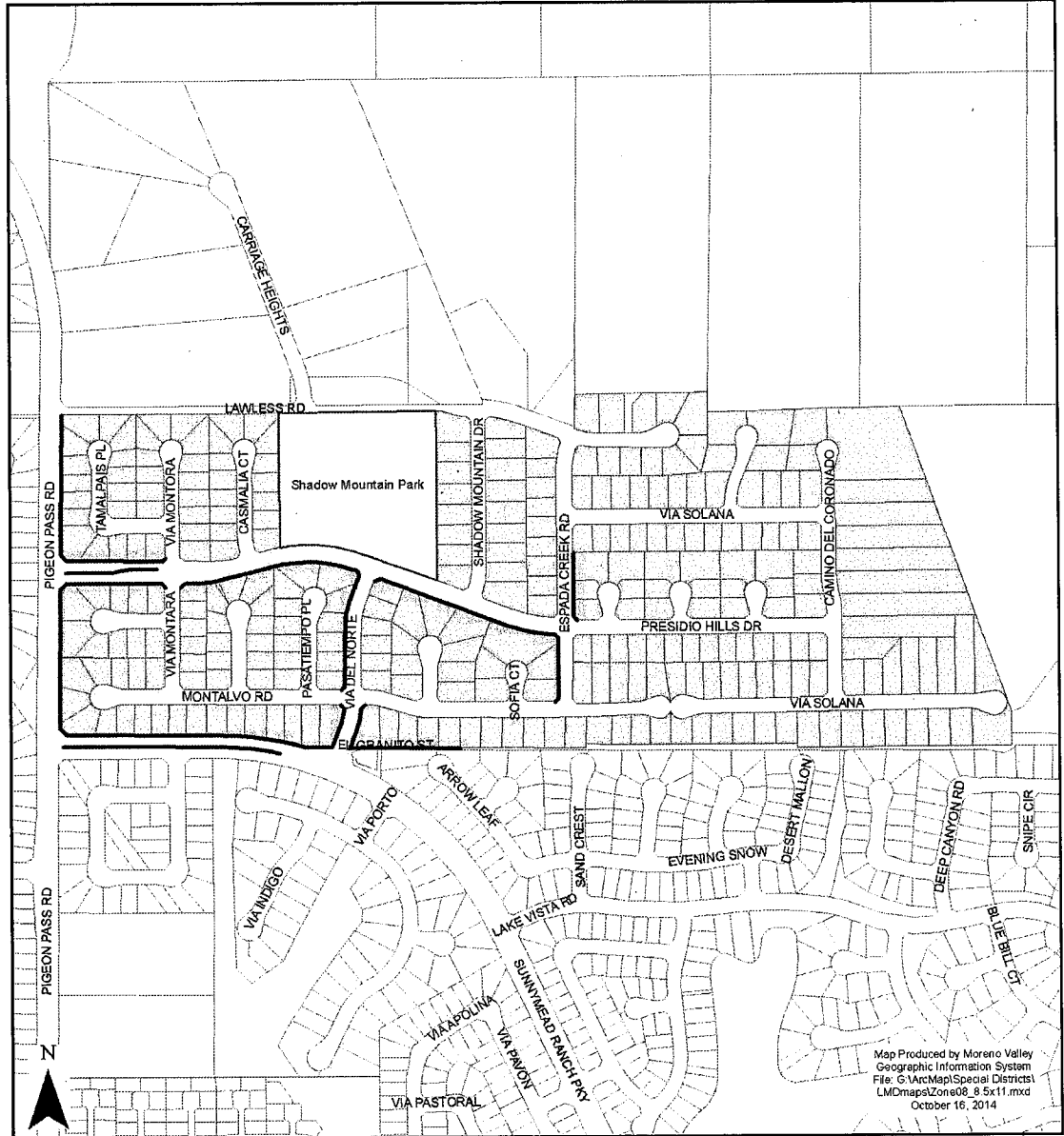
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October 16, 2014






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### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 08 (Shadow Mountain)



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-  Landscaped Parkways
-  Landscaped Medians
-  Zone 08 Properties

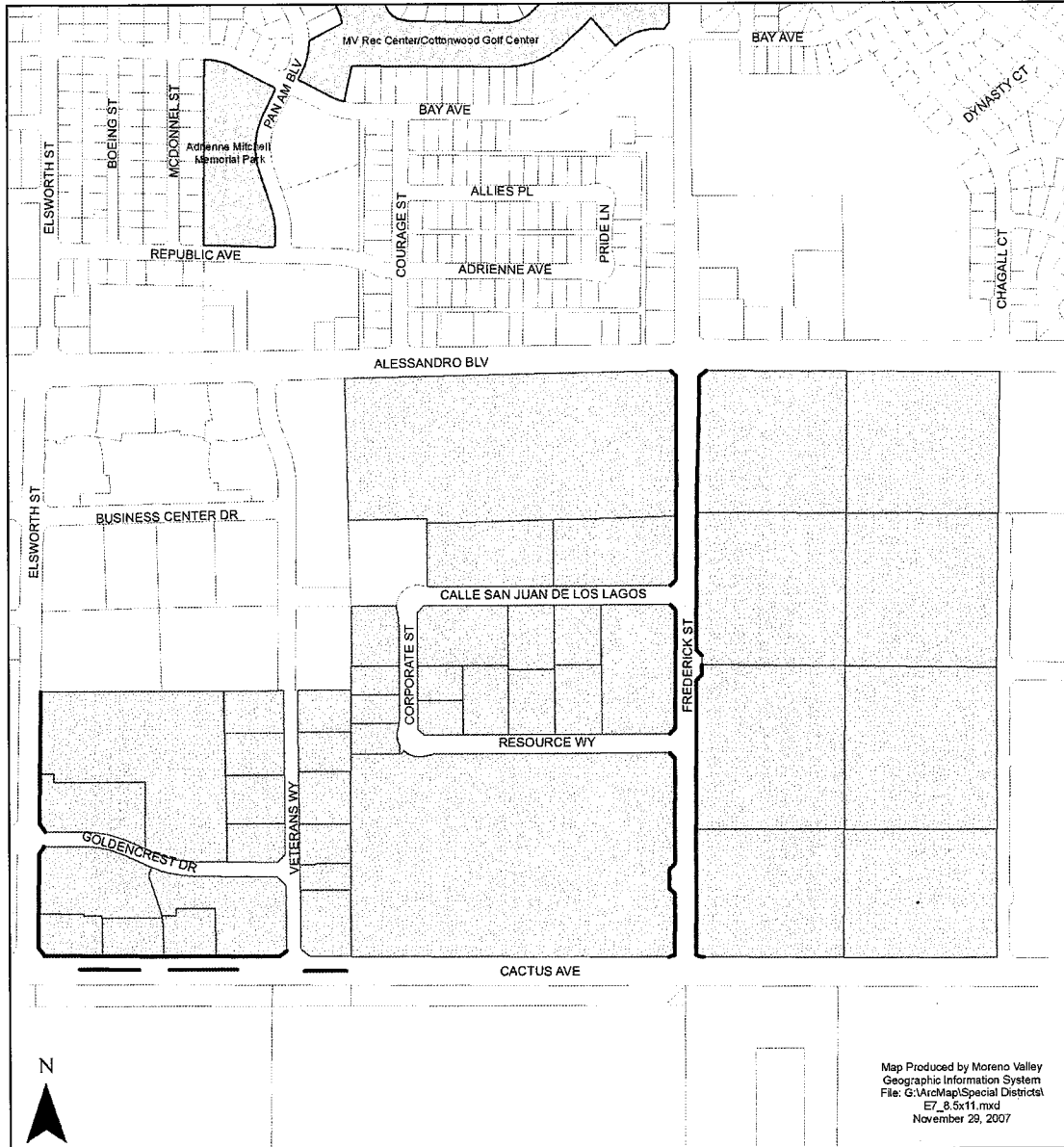


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October 16, 2014




Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND

# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E-7 • Centerpointe



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-  Landscaped Median
-  Landscaped Parkway
-  Zone E-7 Parcels

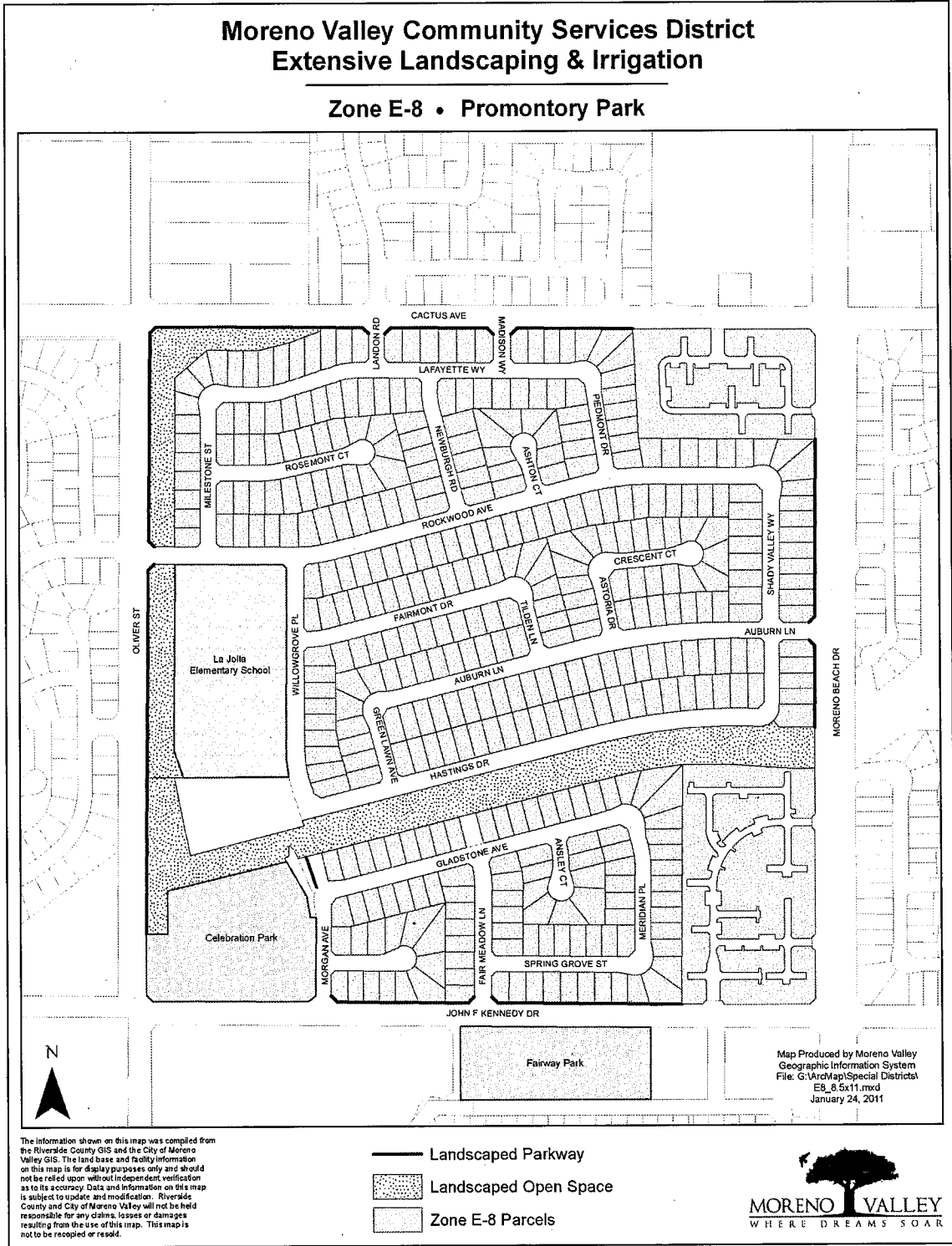


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November 29, 2007

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### Moreno Valley Community Services District Extensive Landscaping & Irrigation

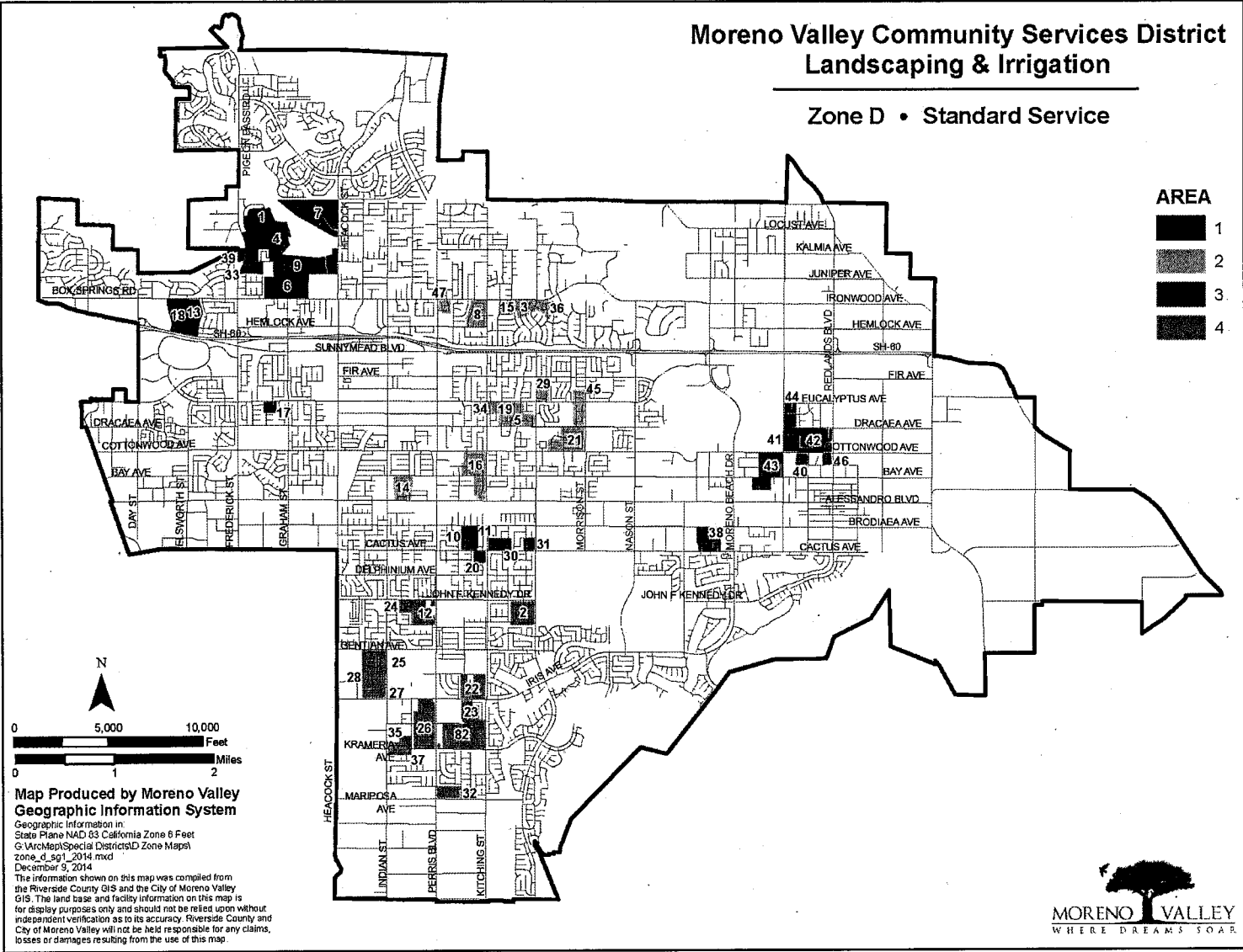
#### Zone E-8 • Promontory Park



Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW TESTING, REPAIR AND

# Moreno Valley Community Services District Landscaping & Irrigation

Zone D • Standard Service



Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR  
 EXHIBIT A TO INDEPENDENT CONTRACTOR AGREEMENT  
 Invitation #2015-003  
 Page 22 of 33

## Moreno Valley Community Services District Landscaping & Irrigation

### Zone D • Standard Service

<u>Map ID</u>	<u>Tract Number</u>	<u>Area ( Sq. Ft.)</u>
1	TR 12305	722
2	TR 12773	13,806
3	TR 12902	7,344
4	TR 14387/12268	2,712
5	TR 16769	10,700
6	TR 18283	11,388
7	TR 18512/21322	59,940
8	TR 18784/20906	30,432
9	TR 19032	9,132
10	TR 19141	5,838
11	TR 19142	3,950
12	TR 19210	9,270
13	TR 19233	4,960
14	TR 19474	7,240
15	TR 19496	3,600
16	TR 19509	18,328
17	TR 19529	3,330
18	TR 19533	7,400
19	TR 19541	5,325
20	TR 19675	2,550
21	TR 19852	28,800
22	TR 19912	11,750
23	TR 19937	20,890
24	TR 20120	3,750
25	TR 20197	13,680
26	TR 20404	36,138
27	TR 20718	23,004
28	TR 20869	2,100
29	TR 21345	6,600
30	TR 21597	33,230
31	TR 21616	23,528
32	TR 21806	5,975
33	TR 22093	8,873
34	TR 22371	17,844
35	TR 22889	16,438
36	TR 22999	3,204
37	TR 30967	18,013
38	TR 31129	13,580
39	TR 31257	26,686
40	TR 31268	7,058
41	TR 31269	7,450
42	TR 31269-1	43,723
43	TR 31284	28,321
44	TR 31424	8,750
45	TR 31591	16,445
46	TR 32625	17,826
47	TR 32715	12,715
82	TR 20715	51,250

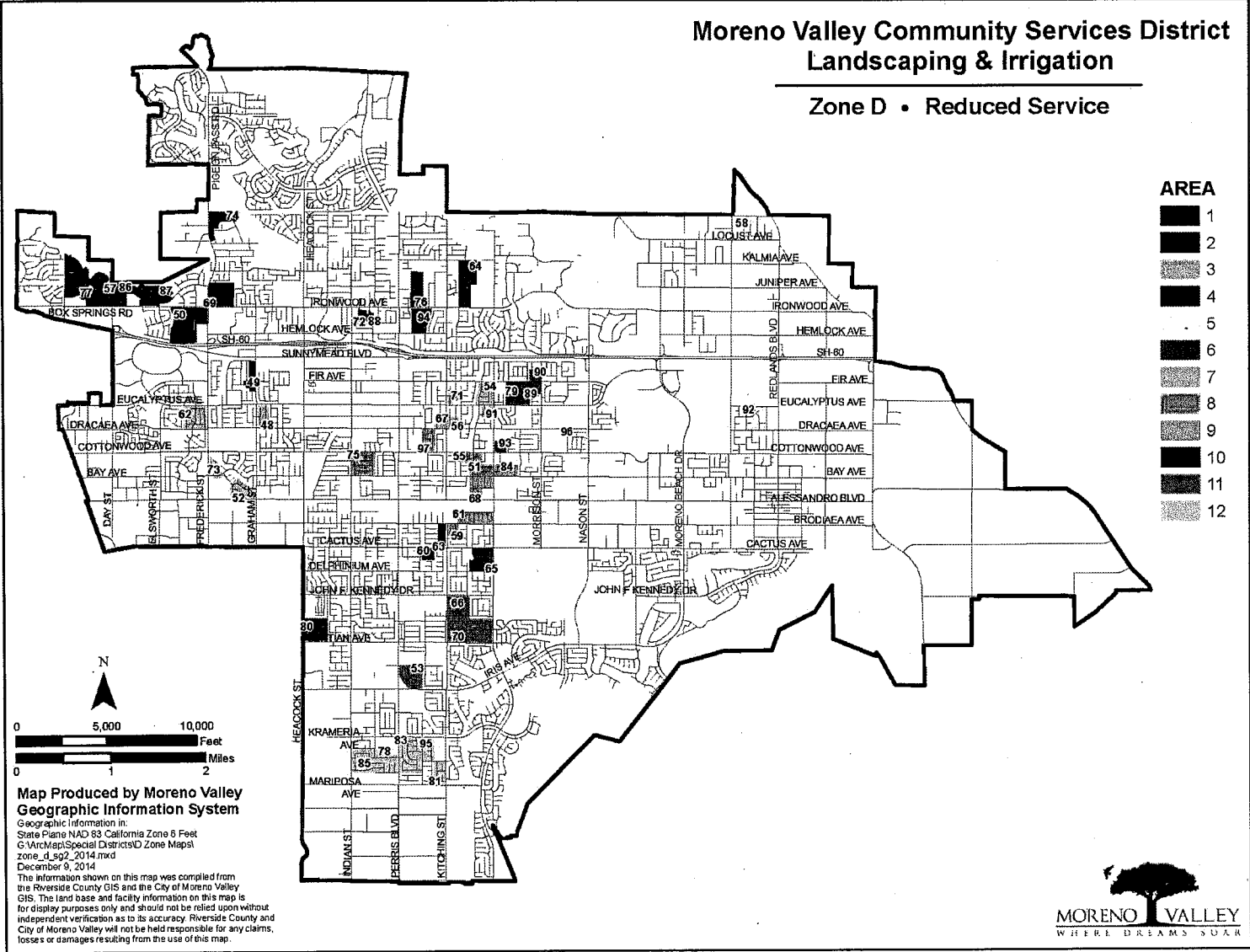
**Total Area, Service Area:    725,588 sq ft**

**Total Acreage, Service Area:    16.65**

Print Date: December 9, 2014

File: G:\ArcMap\Special District\zone\_d\_sq1\_pg1\_2014.mxd

### Moreno Valley Community Services District Landscaping & Irrigation Zone D • Reduced Service



Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR  
 EXHIBIT A TO INDEPENDENT CONTRACTOR AGREEMENT  
 Page 24 of 33  
 Invitation #2015-003



### Moreno Valley Community Services District Landscaping & Irrigation

#### Zone D • Reduced Service

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area ( Sq. Ft.)</u>	<u>MAP ID</u>	<u>Tract Number</u>	<u>Area ( Sq. Ft.)</u>
48	TR 10191/18468	10,871	79	TR 20525	16,500
49	TR 11848	9,066	80	TR 20552	19,458
50	TR 13576/19080/19081	20,291	81	TR 20660	11,912
51	TR 13585	6,600	83	TR 20859	33,630
52	TR 15387	9,049	84	TR 20941	9,600
53	TR 15433	24,161	85	TR 21113	12,200
54	TR 16768	16,281	86	TR 21332	19,440
55	TR 16770	5,830	87	TR 21333	54,500
56	TR 17033	9,990	88	TR 21737	3,920
57	TR 17176	21,097	89	TR 22276	11,690
58	TR 17334	37,680	90	TR 22277	20,485
59	TR 17387	4,384	91	TR 23046	16,000
60	TR 17457	3,444	92	TR 24721	6,882
61	TR 17867	13,778	93	TR 27526	16,373
62	TR 18930	38,849	94	TR 28882	20,983
63	TR 19143	4,864	95	TR 29038	6,243
64	TR 19208	17,680	96	TR 30027	45,833
65	TR 19363	13,320	97	TR 32018	7,865
66	TR 19434	13,242			
67	TR 19500	3,636			
68	TR 19518/18372	12,634			
69	TR 19561	36,364			
70	TR 19685	62,530			
71	TR 19799	17,652			
72	TR 19862	8,805			
73	TR 19957	6,810			
74	TR 20030	11,200			
75	TR 20032	14,076			
76	TR 20072	23,550			
77	TR 20272	51,216			
78	TR 20301	7,200			
			<b>Total Area, Service Area D-SG2:</b>		<b><u>869,664 sq ft</u></b>
			<b>Total Acreage, Service Area D-SG2:</b>		<b><u>19.96 acres</u></b>

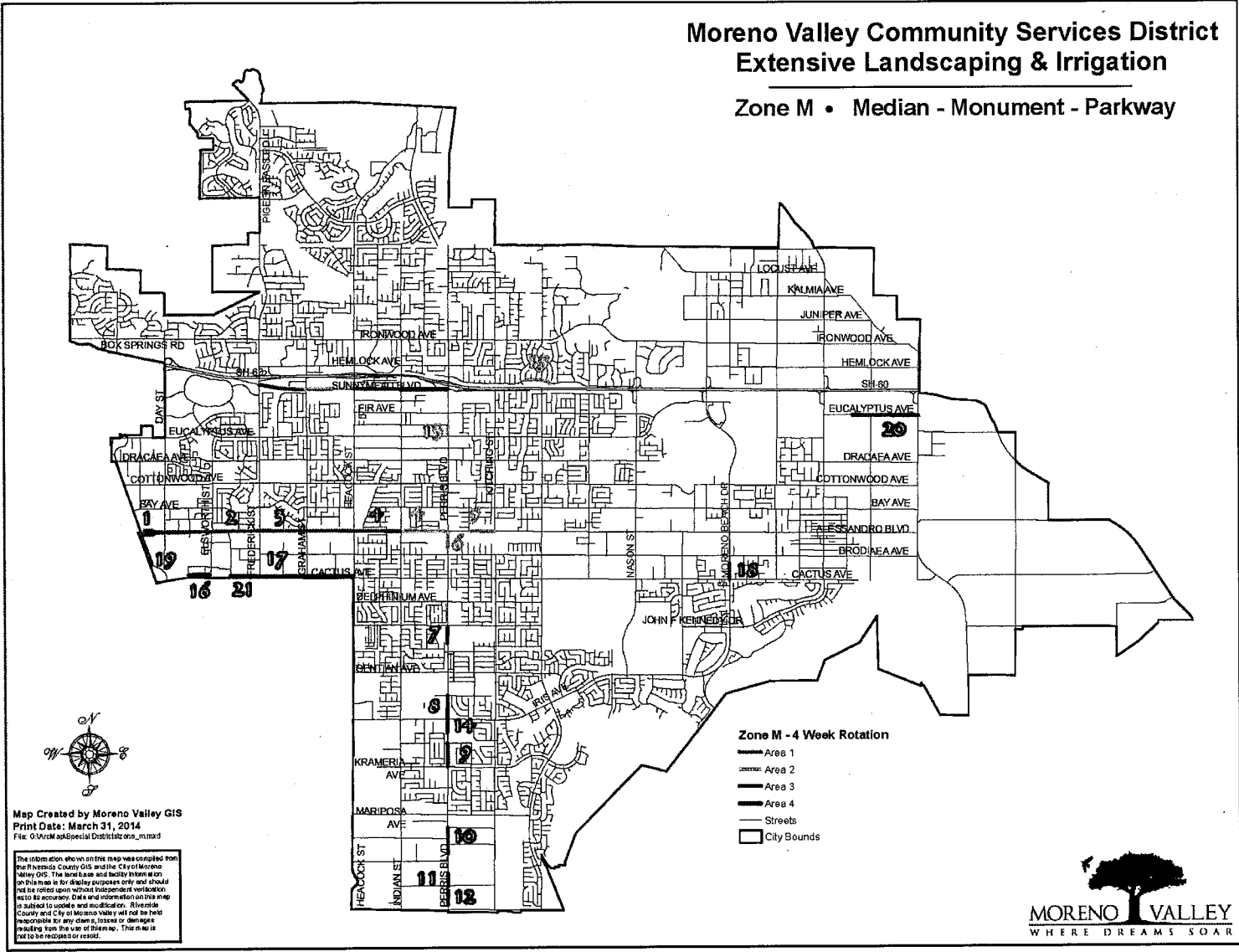
Print Date: December 9, 2014  
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Invitation #2015-003  
EXHIBIT A TO INDEPENDENT CONTRACTOR AGREEMENT  
Page 25 of 33

Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone M • Median - Monument - Parkway



**Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR**  
 EXHIBIT A TO INDEPENDENT CONTRACTOR AGREEMENT  
 Invitation #2015-003  
 Page 26 of 33

## Moreno Valley Community Services District Extensive Landscaping & Irrigation

### Zone M • Medians - Monuments - Parkways

#### *Alessandro Boulevard Medians & Monuments*

1. Old Hwy 215 Monuments
  - 17,895 square feet (includes 5,477 sq. ft. turf)
  - 8 trees
  - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
  - 60,423 square feet (includes 21,325 sq. ft. turf)
  - 75 trees
  - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
  - 68,445 square feet (includes 34,565 sq. ft. turf)
  - 64 trees
  - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
  - 15,609 square feet
  - 4 trees
  - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
  - 17,470 square feet
  - 21 trees
  - 16 valves - 1 controller

#### *Perris Boulevard Medians*

6. South of Alessandro Boulevard
  - 751 square feet
  - 1 tree
  - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
  - 5,535 square feet
  - 15 trees
  - 8 remote control valves - 1 controller
8. North of Iris Ave
  - 2,200 square feet
  - 7 trees
  - 4 valves - 1 controller
9. North of Krameria Avenue
  - 3,324 square feet
  - 5 trees
  - 3 valves - 1 controller
10. At San Michele Road
  - 8,792 square feet (3,457 square feet added 8/1/2013)
  - 10 trees
  - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
  - 4,110 square feet
  - 8 trees
  - 1 controller
12. Perris Blvd (South of Globe St)
  - 4,950 square feet
  - 12 trees
  - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
  - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
  - 5,838 square feet

#### *Elder Avenue Retention Basin Parkway*

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
  - 7,471 square feet
  - 1 tree
  - 2 remote control valves - 1 controller

#### *Cactus Avenue Medians*

16. Cactus Ave. west of Elsworth
  - 2,500 square feet
  - 5 trees
  - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
  - 31,232 square feet
21. Cactus Ave between Frederick St & Veterans Way
  - 9,382 square feet

#### *Moreno Beach Medians*

18. Moreno Beach Dr (North of Cactus Ave)
  - 9,396 square feet

#### *Old 215 Medians*

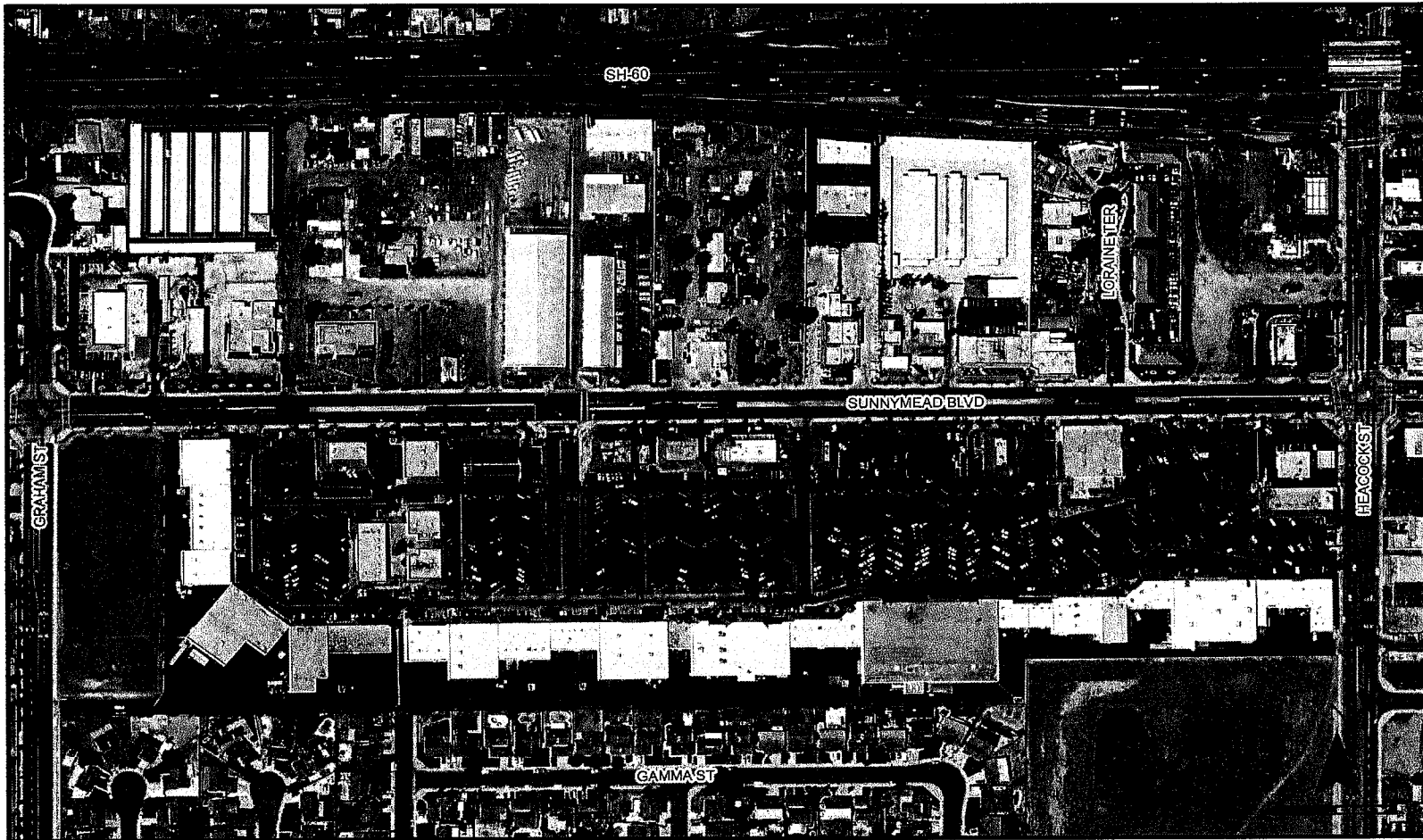
19. Old 215 (South of Alessandro Blvd)
  - 4,328 square feet




#### *Sketchers Median*

20. Eucalyptus Ave
  - 41,250 square feet



<p><b>Exhibit:</b></p> <p><b>A</b></p> <p>Map Status: DRAFT</p> <p>G:\ArchMap\SpecialDistricts\ZoneS_LandscapedAreas.mxd Print Date: February 19, 2015</p>	<p><b>CITY OF MORENO VALLEY</b></p> <p><b>ZONE S</b></p> <p>The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reprinted or resold.</p> <p>Map Produced by Moreno Valley Geographic Information System</p>	<p><b>Map Legend</b></p> <ul style="list-style-type: none"> <li>— Zone S - Landscaping</li> <li>— Zone S - Medians</li> </ul>	
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<p><b>Exhibit:</b></p> <p><b>B</b></p> <p>Map Status: <b>DRAFT</b></p> <p><small>G:\ArcMap\SpecialDistricts\Zones_LandscapedAreas_2 Print Date: February 19, 2015</small></p>	<p><b>CITY OF MORENO VALLEY ZONE S</b></p> <p><small>The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reprinted or resold.</small></p> <p>Map Produced by Moreno Valley Geographic Information System</p>	<p><b>Map Legend</b></p> <ul style="list-style-type: none"> <li> Zone S - Landscaping</li> <li> Zone S - Medians</li> </ul>	
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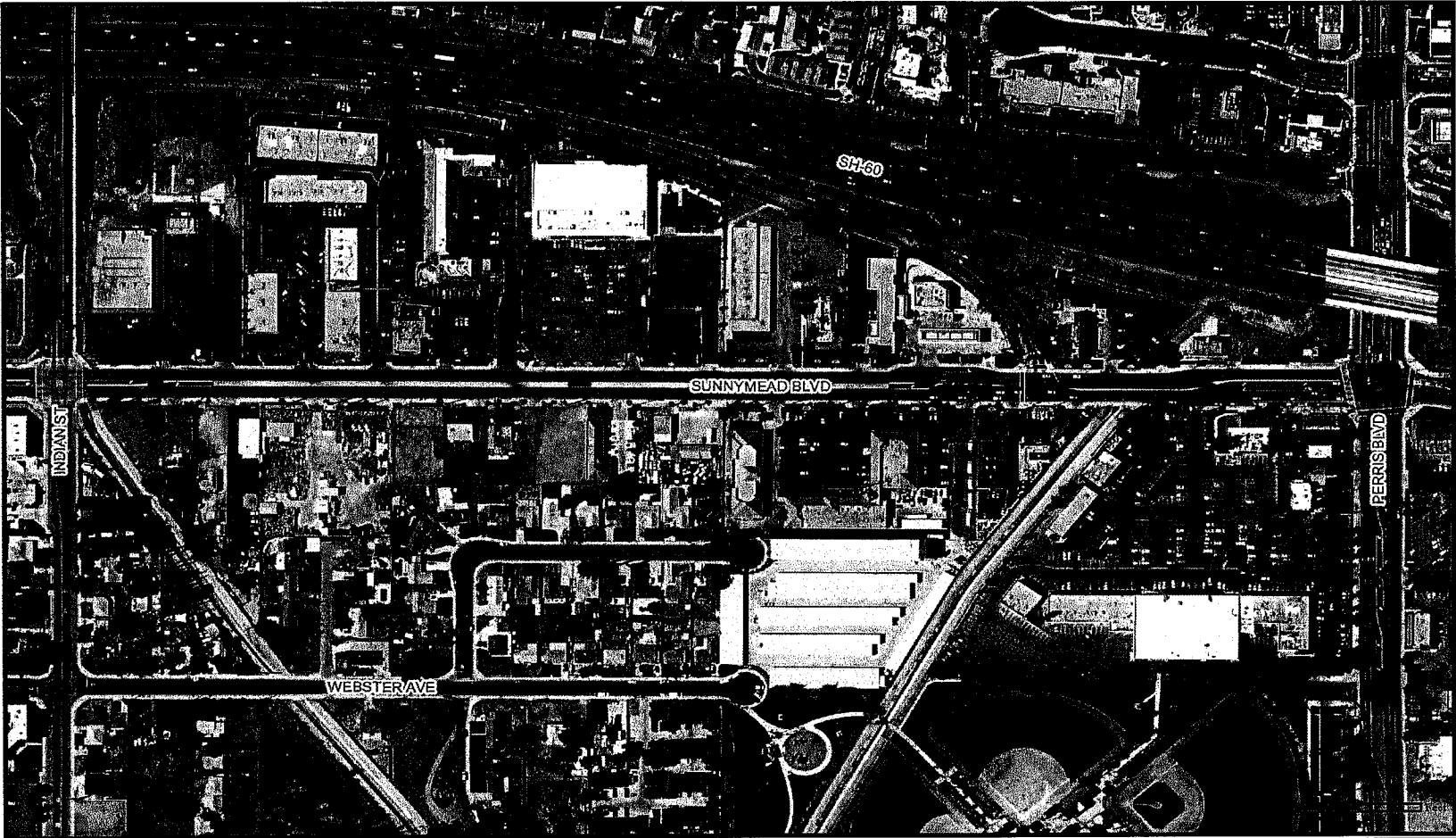



**Exhibit:**  
  
**C**  
  
Map Status: **DRAFT**  
  
G:\ArchMap\SpecialDistrict\ZoneS\_LandscapedArea\_3  
Print Date: February 19, 2015

**CITY OF MORENO VALLEY**  
**ZONE S**  
  
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.  
  
Map Produced by Moreno Valley Geographic Information Systems

**Map Legend**  
 - - - - - Zone S - Landscaping  
 ——— Zone S - Medians

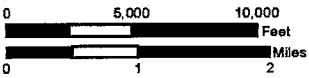
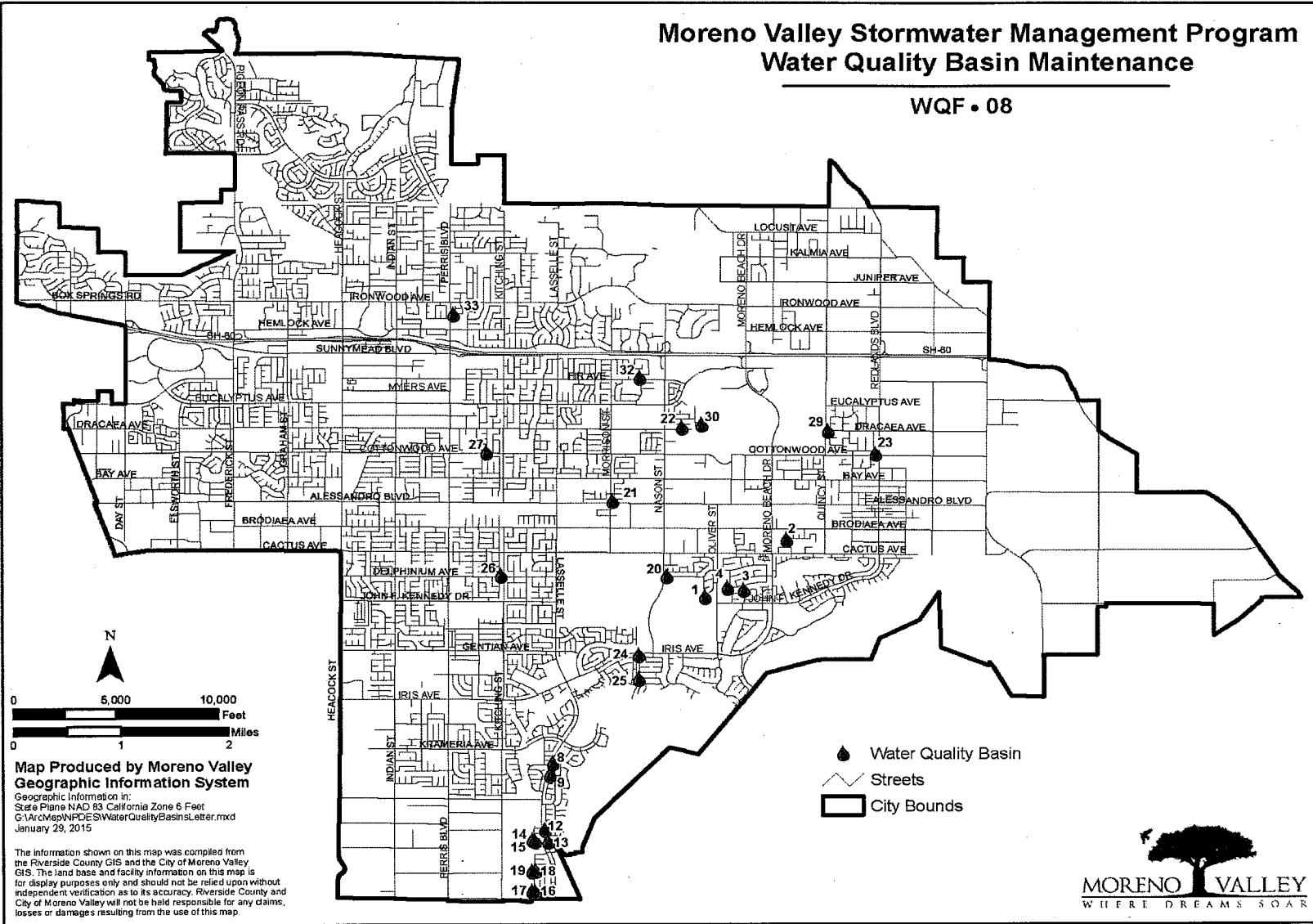




<p><b>Exhibit:</b></p> <p><b>D</b></p> <p>Map Status: <b>DRAFT</b></p> <p>G:\ArcMap\SpecialDistricts\ZoneS_LandscapedAreas_4 Print Date: February 19, 2015</p>	<p><b>CITY OF MORENO VALLEY</b> <b>ZONE S</b></p> <p>The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land based facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.</p> <p>Map Produced by Moreno Valley Geographic Information System</p>	<p><b>Map Legend</b></p> <ul style="list-style-type: none"> <li>— Zone S - Landscaping</li> <li>— Zone S - Medians</li> </ul>	
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# Moreno Valley Stormwater Management Program Water Quality Basin Maintenance

WQF • 08



Map Produced by Moreno Valley  
Geographic Information System

Geographic Information in:  
State Plane NAD 83 California Zone 6 Feet  
G:\ArcMap\WQFES\WaterQualityBasinsLetter.mxd  
January 29, 2015

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.





## Moreno Valley Stormwater Management Program Water Quality Basin Maintenance

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### WQF • 08

<u>Map ID</u>	<u>Tract Number</u>	<u>APN</u>
(1)	TR 31128	486522012
(2)	TR 27523-1	478320026
(3)	TR 22709	304510042
(4)	TR 22709	304460007
(8)	TR 30318	308511026
(9)	TR 30318	308501007
(12)	TR 30321	308552018
(13)	TR 30321	308561010
(14)	TR 30319	312290001
(15)	TR 30319	312292010
(16)	TR 30320	312351040
(17)	TR 30320	312351016
(18)	TR 30320	312333004
(19)	TR 30320	312334006
(20)	TR 31128	486490033
(21)	TR 31212/31327	487531020
(22)	TR 32834	488132042
(23)	TR 31269-1	478370014
(24)	TR 29920-1	308573017
(25)	TR 29920	308620043
(26)	TR 33437	484203009
(27)	TR 32018	479671021
(29)	TR 31424	478400043
(30)	TR 32834	488140047
(32)	TR 33256	487243028
(33)	TR 32715	479690029

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

### DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

### ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**RFP NO. \_\_\_\_\_  
(Project Name)**

**MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "City", has awarded to \_\_\_\_\_, as Principal hereinafter designated as "Contractor" and the City is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **(Project Name)**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**

(Project Name)

**FAITHFUL PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR (Principal)

SURETY

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney and City Attorney, in the Capacity of  
General Legal Counsel to the Moreno Valley Community  
Services District

**NOTE:**

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

## **EXHIBIT B: City Responsibilities**

### **Invitation #2015-003 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES**

#### **1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the Financial and Management Services Director of the City of Moreno Valley, or his/her delegated representative(s), herein designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

#### **2. TEST REPORT FORMS**

The City will forward annual backflow assembly test report forms to the Contractor via U.S. mail immediately upon receipt of same for the backflows located within special financing district Zones D, E, M, S, Landscape Maintenance Districts (LMD's), Community Facilities District (CFD's) of the City, and water quality basin landscaped areas as maintained by the City. Should circumstances warrant, the City will notify the Contractor via email or telephone that test report forms have been mailed.

#### **3. UTILITIES**

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

#### **4. ACCESS TO BACFLOW ASSEMBLIES**

The City will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the City upon termination of the Contract. Failure to do so will result in charges by the City for replacement of keys and/or any necessary labor required for access to the protective cages by the City as set forth in Exhibit A, Section 15. a. Technical Provisions.

**EXHIBIT C: Payment Terms****Invitation #2015-003  
BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES****1. CONTRACTOR'S COMPENSATION**

- A. The Contractor will electronically submit an invoice to be paid monthly containing the tests performed satisfactorily in accordance to and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed Backflow Test Reports for the prior month and an invoice for service, which list in detail the site, test and/or service performed and cost in accordance with the Contract price, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

**The Contractor will submit all invoices electronically to Accounts Payable staff at AccountsPayable@moval.org.** Accounts Payable questions can be directed to 951.413.3073.

**The Contractor will electronically submit copies of invoices and reports to the Special Districts Division at specialdistricts@moval.org.** Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml).
- C. Except where additional compensation is specified in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract to wit:
1. The total amount due for all backflow test devices tested the previous month, at Contractor's Cost per test price, as set forth in Contractor's Base proposal, as submitted, and incorporated herein by this reference, and/or
  2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's Unit Price List, and submitted as part of Contractor's proposal, and incorporated herein by this reference.

3. The total contract amount for twelve (12) months shall not exceed six thousand twenty-five dollars and 00/100 (\$6,025.00), except as provided for herein Exhibit C, Section 2 below.
- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall\\_forms.shtml#bf](http://www.moval.org/city_hall_forms.shtml#bf).
- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
  2. Invoice Date
  3. Vendor Invoice Number
  4. City provided Purchase Order Number
  5. Detailed work hours by class title (e.g. manager, technician or specialist), services performed, including site, address, and/or other description as may be required by the Director, and rates, explicit portion of a contract amount and detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.
- H. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City
- I. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## 2. ADDITIONAL WORK

- A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Exhibit C, Section 2, paragraph C, herein, in addition to the work set forth in Exhibit A, Section 1, General Provisions - Scope of Work.

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E, Schedule II, Section B or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B, below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to backflow testing services described herein, testing and/or repair of additional backflows that the City may add to this Contract.
- D. Repairs to project backflow(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B. For the purposes of this Contract, backflow repairs are defined as replacement of existing backflows or backflow components that have been rendered inoperable due to: 1) normal "wear and tear", 2) vandalism or 3) theft (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A, B, and C above in excess of the cumulative total of sixty-one thousand four hundred and twenty-five dollars and 00/100 (\$61,425.00) for each contract year during the term of this Contract.



### **3. PAYMENT DEDUCTIONS**

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

### **4. NON-PERFORMANCE PENALTIES**

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

### **5. EXCESSIVE UTILITY USAGE**

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.

**EXHIBIT D: Term of Contract**

Invitation #2015-003

**BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES****1. TERM OF CONTRACT**

- A. Following approval by all parties, the Contract will commence on July 1, 2015, and shall terminate June 30, 2016 (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of all parties. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B above, the City shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

### EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

Invitation #2105-003

### BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

### LANDSCAPE AND IRRIGATION DISTRICTS - WEST MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

#### I: SCHEDULE I – VENDOR INFORMATION

A. Company Name: E.R. Block Plumbing, Inc.

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation X \_\_\_\_\_

B. Company Address (Street) 10910 Hole Ave.  
(City, State, Zip) Riverside, CA 92505

C. Company Address (Mailing) Same  
(City, State, Zip) \_\_\_\_\_

D. Business Phone Number(with area code) 951-687-4011

E. Satellite Office Address (if applicable):  
n/a

F. Satellite Office Phone Number \_\_\_\_\_

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: 675567 C-36

2. Number of Years Operating Under the Above License Name Style: 39

3. License Expiration Date: 8/31/16

4. Current License Status: Active

5. Prior actions against this License? Yes  No

6. If Yes, list the citation type and how it was resolved: \_\_\_\_\_

H. Company's Federal Identification No.: 95-3138110

I. Name and Title(s) of Company Officers: \_\_\_\_\_

<u>Greg Ross</u>	<u>President</u>
<u>Stacy Ross</u>	<u>Vice-President</u>
_____	_____
_____	_____

J. Number of years the company has performed backflow testing, repair and replacement services: 35

K. Number of years the company has performed backflow testing, repair and replacement services for public agencies: 35

L. Provide proof of contractor registration of filing with the State of California Department of Industrial Relations. Registration can be filed by going to the following website: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

**II: SCHEDULE I – REFERENCES**

Attach Responses to this question on additional sheets – One sheet per reference

A. List a minimum of three (3) references for public agency backflow testing, repair and/or replacement contracts that are either current and/or have been successfully completed within the last two (2) years.

B. Reference responses must include:

PROMPT  
PROFESSIONAL  
SERVICE

**E. R. BLOCK PLUMBING, INC.**  
10910 HOLE AVENUE – RIVERSIDE, CA 92505  
PHONE (951) 687-4011 FAX (951) 687-0801  
CALIFORNIA STATE CONT. #675567

*#2015-003* Backflow testing, repair & replacement services

II. Schedule I – References

1. Eastern Municipal Water District  
P.O. Box 8300  
Perris, CA 92572-8300
2. Becky Rathbone (Operations Manager) 951.928.3777  
Art Olvera (Purchasing) 951.928.3777
3. Current contract #75397
4. \$95,000.00 (4 year contract)
5. 600 backflows tested for duration of 4 year contract
6. 4 year contract, doing business for 25 years.

PROMPT  
PROFESSIONAL  
SERVICE

**E. R. BLOCK PLUMBING, INC.**  
10910 HOLE AVENUE – RIVERSIDE, CA 92505  
PHONE (951) 687-4011 FAX (951) 687-0801  
CALIFORNIA STATE CONT. #675567

#2015-003 . . . . Backflow testing, repair & replacement services

II. Schedule I – References

1. Riverside County Superior Court  
P.O. Box 1547  
Riverside, CA 92502
2. Herb Aceves 951.217-3444
3. FM-10099-0-6-16
4. Time & Material – Not To Exceed \$69,000
5. 75 tests per year
6. 3 year contract, doing business for 10 years

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CALIFORNIA STATE CONT. #675567

2015-003

Backflow testing, repair & replacement services

II. Schedule I – References

1. Alvord Unified School District  
10365 Keller Ave.  
Riverside, CA 92505
2. Cynthia Munoz 951.509.5095
3. 050.14
4. \$12,000.00 yearly
5. 130 tests per year
6. 1 year contracts, doing business for 35 years

1. Name and address of agency;
  2. Name and telephone number of agency person responsible for administering contract;
  3. Contract name(s) / number(s);
  4. Annual contract amount(s);
  6. Number of backflows tested per contract(s);
  6. Length of contract(s).
- C. The following reference questions will be asked of each agency referenced:
1. How many (number) of contracts and years under contract?
  2. What are/were the Scope of the contract(s), (i.e., testing, repairs, etc.?)
  3. What are/were the Contract amount(s)?
  4. Do/did they have adequate (quantity/quality) staffing?
  5. How are/were the Training/Technical skills of the staff?
  6. Does staff have the ability to comprehend/speak English?
  7. How are/were the appearance, uniforms, and use of safety equipment?
  8. Do/did they have availability of additional personnel for extra work/special projects?
  10. Do/did they have an effective in-company communications system?
  11. How is/was the knowledge of project/contract standards?
  12. Do/did they have the ability to respond to complaints/requests in a timely fashion?
  13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
  14. How accurate & timely is/was billing/invoicing?
  15. Have contract(s) been successfully completed to term?
  16. Would you accept future proposals/bids from this company?



### III: SCHEDULE I – PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location(s) and/or address(es) where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

*Various backflow locations throughout the City of Moreno Valley.*

- B. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Contract, General Provisions, and Technical Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with an (S) if listed personnel are to be shared with another contract/project. Use additional sheets as necessary to provide a full and comprehensive response

*Greg Ross - President (S)*

*David Ross - Certified Backflow Tester (S)*

*Ted Basham - Repairs & installations  
as needed (S)*

#### IV: SCHEDULE I – COMMUNICATIONS & TRAFFIC SAFETY

##### A. Communications:

Exhibit A, Section 3 General Provisions – Functions and Responsibilities requires the selected Contractor possess and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

**B. Traffic Safety:**

Exhibit A, Section 7 General Provisions – Safety requires the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

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CALIFORNIA STATE CONT. #675567

*W. Schedule 1*

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE- COMPANY BIO**

E.R. Block Plumbing, Inc. is licensed plumbing company holding a C-36 contractors license with the State of California #675567. We have been doing business in the Inland Empire since 1943.

Serving the Inland Empire and Coachella Valley for over 67 years, E.R. Block Plumbing, Inc. provides professional plumbing service to a wide range of customers, both residential and commercial. E.R. Block's services include everything from repair and replacement of faucets, toilets, sinks and showers, sewer and drain cleaning, to re-pipes and remodeling. Our company handles a wide scope of commercial work, including pump stations, lift stations, and water works. We are also qualified for the repair and maintenance of commercial boilers and hydronic systems.

Customer service is a priority at E.R. Block. Our technicians strive to be prompt. We understand that your time is valuable, and our plumbers treat your home or place of business with care and respect. Safety is also a priority for our company. We hold monthly safety meetings to ensure that our employees are knowledgeable about safety in the workplace. We are licensed, bonded and insured. Our workmanship and materials are guaranteed. Emergency service is available 24/7.

Our office is located in Riverside, open Monday through Friday from 7:00 am to 5:00 pm with an office staff available to dispatch service calls by radio to any our five plumbers. Each plumber drives a company vehicle, fully stocked with basic plumbing parts. Company vehicles are equipped with Discrete Wireless GPS system, enabling us to know the location of each truck at any time, and the ability to monitor the time spent at each job site. After hours, our answering service is available to contact our on-call plumber. Two on-call plumbers are available on weekends.

All work is preformed by employees of E.R. Block Plumbing, we don't use sub-contractors.

E.R. Block employs a full time Certified Backflow Tester, fully trained to test, repair and replace Backflow Devices. Also part of our staff is a full time Service Manager. A large part of his job is quality control, overseeing the plumbers and acting as Foreman on larger jobs. Upon request, our Service Manager does estimates on large jobs and remodels.

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CALIFORNIA STATE CONT. #675567

Approach and Methodology  
Backflow Installation

- 1) Receive phone call or email communication from authorized City of Moreno Valley representative.
- 2) Visit site of necessary installation.
- 3) Determine required materials.
- 4) Order necessary backflow, risers, fittings, and restraints if required.
- 5) Contact tenant or occupant to inform them of shut down times.
- 6) Excavate area.
- 7) If secondary shut off valve is not present contact City of Moreno Valley representative to perform shut down at meter stop.
- 8) Supply and install backflow device and fittings.
- 9) Perform certification of device.
- 10) Restore water to customer.
- 11) Backfill and compact area.
- 12) Paint device to City of Moreno Valley specifications.
- 13) Forward documentation to City of Moreno Valley representative.
- 14) Bill completed repairs within 24 hours.

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CALIFORNIA STATE CONT. #675567

Approach and Methodology

Backflow Testing

- 1) Receive phone call or email from authorized City of Moreno Valley representative.
- 2) Receive test forms via e-mail or fax from authorized City of Moreno Valley representative.
- 3) Test all devices.
- 4) Return all fully completed test results to Eastern Municipal Water District and City of Moreno Valley representative within 48 hours of receipt.
- 5) All failed devices will be replaced after proposal is sent to authorized City of Moreno Valley representative and notice to proceed has been received.
- 6) Contact City of Moreno Valley rep to notify that replacement has been completed.
- 7) Bill completed repairs within 24 hours.

**B. Traffic Safety:**

Exhibit A, Section 7 General Provisions – Safety requires the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

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CALIFORNIA STATE CONT. #675567

#2015-003

Our plumbers have copies of the watch manual; Work Traffic Handbook, and adhere to all policies and procedures therein.





VI: **SCHEDULE I** – CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE GR

PRINTED NAME Greg Ross

TITLE President

COMPANY NAME E. R. Block Plumbing, Inc.

DATE 4/15/15

VII: **SCHEDULE I** – PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and E.R. Block Plumbing, Inc., and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block Plumbing, Inc. to the terms of this affirmation (See "INSTRUCTIONS TO PROPOSER", Section D – Signature of Contract Proposal).

**For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date**

SIGNATURE 

NAME Greg Ross

TITLE President

COMPANY NAME E.R. Block Plumbing, Inc.

DATE 3/15/15

**I. SCHEDULE II – BID SCHEDULE**

PROPOSER: E. R. Block Plumbing, Inc.  
(Company Name)

**A. SERVICE LOCATIONS and TESTING COSTS:**

Zone	Cost Per Test	Approximate No. of Backflows*	Total Cost Per Year
D	\$ 25.00	120	\$ 3,000.00
E-7	\$ 25.00	3	\$ 75.00
E-8	\$ 25.00	1	\$ 25.00
LMD 2014-02 Zone 01	\$ 25.00	12	\$ 300.00
LMD 2014-02 Zone 01A	\$ 25.00	3	\$ 75.00
LMD 2014-02 Zone 02	\$ 25.00	23	\$ 575.00
LMD 2014-02 Zone 03	\$ 25.00	7	\$ 175.00
LMD 2014-02 Zone 05	\$ 25.00	2	\$ 50.00
LMD 2014-02 Zone 06	\$ 25.00	6	\$ 150.00
LMD 2014-02 Zone 07	\$ 25.00	2	\$ 50.00
LMD 2014-02 Zone 08	\$ 25.00	3	\$ 75.00
M	\$ 25.00	28	\$ 700.00
S	\$ 25.00	4	\$ 100.00
NPDES	\$ 25.00	27	\$ 675.00
<b>Total</b>	\$ 25.00	<b>241</b>	<b>\$ 6,025.00</b>

\* The City is responsible for maintaining approximately 241 backflow devices located in landscaped parkways, medians and landscaped areas throughout the City, which include backflow devices in landscaped areas surrounding NPDES water quality basins. Quantities listed above are approximate and may increase or decrease during the fiscal year. There is no guarantee in the quantity of backflows to be serviced as a result of this proposal.

Total Proposal Amount in

Figures: 6,025 and 00 /100's Dollars

Words: Six thousand twenty-five and no /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein.

The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services as set forth in Exhibit A of this contract, and any and all addenda issued prior to the open of the Proposals as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

PROPOSER: E. R. Block Plumbing, Inc.  
(Company Name, please print)

[Signature]  
(Authorized Signature and Title)

4/15/16  
(Date)

**B. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Emergency Work, Additional Work and Routine Backflow Repair(s), and/or Backflow Replacement(s) include, but are not limited to work as referenced in Exhibits A and C.

The following prices are hereby made part of this Contract

- 1. Repair work @ \$ 85.00 per hr.
- 2. Emergency repair work @ \$ 140.00 per hr.
- 3. Replacement parts supplied at contractor's cost plus 20 %
- 4. Payment Discount terms: 2 % Net 10 days

Advanced notice of 2 hours is required for service during normal business hours.

PROPOSER: E. R. Block Plumbing, Inc.  
(Company Name, please print)

[Signature]  
(Authorized Signature and Title)

4/15/15  
(Date)

II. SCHEDULE II - NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF San Bernardino

(NAME) Gregory Ross, affiant  
being first duly sworn, deposes and says:

That he or she is President of  
(sole owner, partner or other proper title)

E.R. Block Plumbing, Inc.  
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: E.R. Block Plumbing, Inc.

Bidder's Address: 10910 Hole Ave.  
Riverside, CA 92505

Telephone No.: (951) 687-4011

[Signature]  
(Signature of Bidder)

President  
(Title)

ALL SIGNATURES MUST BE NOTARIZED

### Acknowledgement

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

State of California

County of San Bernardino

On March 21, 2015, before me, Gurpal Bawa, Notary Public, personally appeared Gregory S Ross who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Gurpal Bawa*

(Signature)

(seal)



EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERALITY AWARD WAGE DETERMINATION BY TRADE FOR THE MONTHS APRIL THROUGH SEPTEMBER FOR THE YEAR 2015

PURSUANT TO CALIFORNIA LABOR CODE PART 1, CHAPTER 1, ARTICLE 2, SECTIONS 1774, 1774.1 AND 1774.2 FOR COMMERCIAL BUILDING, HEAVY CONSTRUCTION AND DESIGN PROJECTS

LOCALITY: RIVERSIDE COUNTY DETERMINATION: RIV-2014-2		EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE			CONTRACT PROVISIONS			
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	HOLIDAYS	SCOPE OF WORK	TRAVEL & SUBSISTENCE	PREDETERMINED INCREASE
# BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	08/22/2014	04/30/2015**	A 36.960	6.750	5.370	-	B 0.750	0.350	C 8.0	50.180	D 68.660	D 68.660	87.140	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# BRICKLAYER: MASON FINISHER	08/22/2014	04/30/2015*	A 28.420	6.750	6.850	-	E 0.660	0.350	C 8.0	41.030	D 54.240	D 54.240	67.450	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
# F BRICK TENDER	08/22/2014	06/30/2015**	29.120	6.810	6.000	G 3.900	0.650	0.470	C 8.0	46.950	D 61.510	D 61.510	76.070	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# BRICK TENDER: FORKLIFT OPERATOR	08/22/2014	06/30/2015**	29.570	6.810	6.000	G 3.900	0.650	0.470	C 8.0	47.400	62.180	62.180	76.970	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# CARPET, LINOLEUM, RESILIENT TILE LAYER	02/22/2014	12/31/2014**	H 29.850	5.080	4.800	2.050	0.630	0.200	8.0	42.610	I 57.540	I 57.540	72.460	HOLIDAYS	SCOPE	TRAVEL	INCREASE
J MATERIAL HANDLER	02/22/2014	12/31/2014**	H 8.950	5.080	1.750	0.550	0.630	0.100	8.0	17.060	I 21.530	I 21.530	26.010	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# DRYWALL FINISHER	08/22/2014	09/30/2014**	H 34.030	7.050	4.620	3.070	0.670	0.470	8.0	49.910	66.920	K 66.920	83.940	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# ELECTRICIAN: COMM & SYSTEM INSTALLER	08/22/2014	11/30/2014*	28.380	7.250	L 3.550	-	0.650	M 0.210	8.0	40.890	N 55.510	N 55.510	70.120	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
COMM & SYSTEM TECH.	08/22/2014	11/30/2014*	30.180	7.250	L 3.550	-	0.650	M 0.210	8.0	42.750	N 58.290	N 58.290	73.830	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
INSIDE WIREMAN, TECHNICIAN	08/22/2014	11/30/2014*	O 36.090	7.250	L 11.550	-	0.730	P 0.180	8.0	57.160	O 75.840	O 75.840	94.520	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
CABLE SPLICER	08/22/2014	11/30/2014*	O 37.090	7.250	L 11.550	-	0.730	P 0.190	8.0	58.200	O 77.400	O 77.400	96.600	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
# FIELD SURVEYOR: CHIEF OF PARTY (08-B7-00)	08/22/2014	09/30/2014**	43.010	11.200	7.450	G 4.150	0.900	0.150	8.0	66.860	N 88.360	N 88.360	109.870	HOLIDAYS	SCOPE	TRAVEL	INCREASE
R INSTRUMENTMAN (08-B7-034)	08/22/2014	09/30/2014**	40.510	11.200	7.450	G 4.150	0.900	0.150	8.0	64.360	N 84.610	N 84.610	104.870	HOLIDAYS	SCOPE	TRAVEL	INCREASE
R CHAINMAN/RODMAN (889-587-01)	08/22/2014	09/30/2014**	39.930	11.200	7.450	G 4.150	0.900	0.150	8.0	63.780	N 83.740	N 83.740	103.710	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# GLAZIER	08/22/2014	05/31/2015**	T 39.950	U 6.750	12.970	V -	0.770	0.530	8.0	60.970	W 79.950	W 79.950	98.920	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# MARBLE FINISHER	08/22/2014	05/31/2015**	X 28.450	8.260	2.710	-	0.810	0.230	Y 8.0	40.460	Z 54.690	AA 54.690	AB 68.910	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# PAINTER: PAINTER-LEAD ABATEMENT	08/22/2014	08/30/2015**	O 30.270	7.550	3.040	1.050	0.640	0.820	8.0	43.370	AD 58.500	AD 58.500	AD 58.500	HOLIDAYS	SCOPE	TRAVEL	INCREASE
AC REPAIR PAINTER, LEAD ABATEMENT	08/22/2014	08/30/2015**	O 26.890	7.550	3.040	1.050	0.640	0.820	8.0	39.990	AE 53.430	AE 53.430	AE 53.430	HOLIDAYS	SCOPE	TRAVEL	INCREASE
AC INDUSTRIAL PAINTER	08/22/2014	08/30/2015**	O 31.120	7.550	3.040	1.050	0.690	0.820	8.0	44.270	AD 59.830	AD 59.830	AD 59.830	HOLIDAYS	SCOPE	TRAVEL	INCREASE
AC INDUSTRIAL REPAIR PAINTER	08/22/2014	06/30/2015**	O 27.650	7.550	3.040	1.050	0.690	0.820	8.0	40.800	AE 54.630	AE 54.630	AE 54.630	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# PLASTERER	08/22/2014	08/04/2015**	31.910	8.530	4.210	AF 5.520	0.540	0.990	AG 8.0	51.700	AD 67.650	AH 67.650	83.610	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# AI PLASTER TENDER	08/22/2014	08/04/2015**	31.400	8.810	5.650	AF 5.050	1.020	1.020	8.0	50.950	AJ 66.650	AK 66.650	82.350	HOLIDAYS	SCOPE	TRAVEL	INCREASE
PLASTER CLEAN-UP LABORER	08/22/2014	08/04/2015**	28.850	8.810	5.650	AF 5.050	1.020	1.020	8.0	48.400	AJ 62.830	AK 62.830	77.250	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# PLUMBER: PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2014	06/30/2015**	X 41.680	7.960	AL 10.800	AM 3.030	1.600	AN 0.950	8.0	66.020	AO 87.580	AO 87.580	107.620	HOLIDAYS	SCOPE	TRAVEL	INCREASE
SEWER AND STORM DRAIN PIPELAYER	08/22/2014	06/30/2015**	X 32.240	7.850	AL 7.950	AM 1.000	1.330	AN 0.950	8.0	51.320	AP 67.140	AP 67.140	82.460	HOLIDAYS	SCOPE	TRAVEL	INCREASE
AG SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2014	06/30/2015**	X 16.550	7.850	0.380	-	0.780	AN 0.800	8.0	26.340	AP 33.820	AP 33.820	41.290	HOLIDAYS	SCOPE	TRAVEL	INCREASE
SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	08/22/2014	06/30/2015**	X 40.300	7.960	AL 10.490	AM 3.030	0.930	AN 0.950	8.0	63.660	AR 84.530	AR 84.530	AB 103.880	HOLIDAYS	SCOPE	TRAVEL	INCREASE
LANDSCAPE/IRRIGATION FITTER	08/22/2014	06/30/2015**	X 26.780	7.960	AL 10.800	AM 2.490	0.990	AN 0.750	AP 8.0	49.770	64.410	64.410	77.800	HOLIDAYS	SCOPE	TRAVEL	INCREASE
AT LANDSCAPE/IRRIGATION TRADESMAN	08/22/2014	06/30/2015**	X 13.390	2.000	AL 0.860	-	0.100	AN 0.750	AP 8.0	17.120	23.820	23.820	30.510	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2014	12/31/2014**	34.780	8.520	AU 10.760	-	0.450	0.250	8.0	54.760	72.150	72.150	88.540	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# ROOFER: PITCH WORK	08/22/2014	07/31/2015*	AV 35.020	7.560	AW 5.590	V -	0.400	AX 0.520	8.0	49.090	AO 64.800	AO 64.800	80.510	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
PREPARER	08/22/2014	07/31/2015*	AV 36.770	7.560	AW 5.590	V -	0.400	AX 0.520	8.0	50.840	AO 67.430	AO 67.430	84.010	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
# SHEET METAL WORKER	08/22/2014	06/30/2015**	O 40.790	9.870	AY 13.030	-	0.870	0.560	8.0	65.120	AZ 85.510	AZ 85.510	105.910	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
# TERRAZZO FINISHER	08/22/2014	08/31/2015*	H 27.530	7.510	3.270	BA -	0.490	0.120	AP 8.0	38.920	Z 52.890	AA 52.890	AB 66.450	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
# TERRAZZO WORKER	08/22/2014	08/31/2015*	H 34.570	8.300	3.270	BA -	0.570	0.120	AP 8.0	46.830	Z 64.110	AA 64.110	AB 81.400	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
# TILE FINISHER	08/22/2014	05/31/2015**	X 23.780	7.630	1.800	-	0.750	0.230	Y 8.0	34.190	Z 48.080	AA 46.080	AB 57.970	HOLIDAYS	SCOPE	TRAVEL	INCREASE
# TILE LAYER	08/22/2014	05/31/2015**	X 35.140	8.300	5.620	-	0.910	0.230	Y 8.0	50.200	Z 67.770	AA 67.770	AB 85.340	HOLIDAYS	SCOPE	TRAVEL	INCREASE
FOOTNOTES																	

Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Invitation #2015-003  
BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES  
EXHIBIT F - Page 2 of 5

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1	
<b>LOCALITY: RIVERSIDE COUNTY DETERMINATION: RIV-2014-2</b>	
*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE. NO SUBSEQUENT DETERMINATIONS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THE DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THE DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ <a href="http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP">HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP</a> . TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT <a href="http://www.dir.ca.gov/das/das.htm">HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTM</a> .
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THE CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
B	INCLUDES AN AMOUNT, \$0.50, FOR THE MITRATING FUND.
C	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO UNCLEM ENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
D	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
E	INCLUDES AN AMOUNT, \$0.41, FOR THE MITRATING FUND.
F	THE RATIO OF BRICKTENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICKTENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
G	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
H	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
I	RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT 2X
J	A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
K	RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO UNCLEM ENT WEATHER.
L	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
M	INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATION MAINTENANCE FUND.
N	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
O	INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
P	IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR-MANAGEMENT COOPERATION COMMITTEE FUND.
Q	RATE APPLIES TO THE FIRST 3 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
R	DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
S	RATE APPLIES TO WORK PERFORMED ON SUNDAYS AND HOLIDAYS
T	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
U	INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
V	INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
W	RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
X	INCLUDES AMOUNT WITHHELD FOR ADMINISTRATION DUES.
Y	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO A WORK STOPPAGE SUCH AS RAIN OR ANY OTHER STOPPAGE THAT IS BEYOND THE CONTROL OF THE CONTRACTOR.
Z	RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.

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EXHIBIT F - Page 3 of 5

AD	DOUBLE TIME SHALL BE PAD FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
AE	ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THE CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAD FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
AF	INCLUDES AN AMOUNT PER HOUR WORKED OR PAD FOR SUPPLEMENTAL DUES.
AG	SATURDAY IN THE SAME WORK WEEK MAY BE WORKED AT THE STRAIGHT TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOBS SHUT DOWN DUE TO INCLEMENT WEATHER OR SMALL ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
AH	RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAD AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
AI	THE RATE OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
AJ	ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAD AT THE SUNDAY/HOLIDAY RATE.
AK	RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAD AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAD AT THE STRAIGHT TIME RATE IF THE JOBS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
AL	INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREES X-MAS FUND.
AM	FACTORED AT 15 TIMES FOR ALL OVERTIME.
AN	INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
AO	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAD AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
AP	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT TIME IF JOBS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
AQ	FEETRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
AR	SATURDAY MAY BE WORKED AT STRAIGHT TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
AS	DOUBLE TIME SHALL BE PAD FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
AT	TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
AU	INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
AV	INCLUDE AMOUNTS FOR DUES CHECKOFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
AW	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
AX	INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
AY	PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.2, THE AMOUNT PAD FOR THE EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
AZ	RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAD AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT TIME IF JOBS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
BA	INCLUDED IN STRAIGHT TIME HOURLY RATE.
	<b>RECOGNIZED HOLIDAYS:</b> HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAD, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAD SHALL BE AS PROVIDED IN SECTION 67000 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <a href="http://www.drcalifornia.gov/oprl/pwd">HTTP://WWW.DR.CA.GOV/OPRL/PWD</a> . HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
	<b>TRAVEL AND/OR SUBSISTENCE PAYMENT:</b> IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET @ <a href="http://www.drcalifornia.gov/oprl/pwd">HTTP://WWW.DR.CA.GOV/OPRL/PWD</a> . TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
	<u>RIV-2014-2-Determination</u>

Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Invitation #2015-003  
 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES  
 EXHIBIT F - Page 4 of 5

GENERAL PREVALUATION DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDINGS, HIGHWAY, HEAVY CONSTRUCTION AND DRAINAGE PROJECTS

LOCALITY: RIVERSIDE COUNTY  
 DETERMINATION: RJV-2014-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7		INCREASE 8	
				AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
BRICKLAYER, STONEMASON,																			
MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	#####	04/30/2015**	05/01/2015	\$1.00	A														
BRICK TENDER	#####	06/30/2015**	07/01/2015	\$1.00	A														
BRICK TENDER:																			
FORKLIFT OPERATOR	#####	06/30/2015**	07/01/2015	\$1.00	A														
CARPET, LINOLEUM,																			
RESILIENT TILE LAYER	#####	12/31/2014**	01/01/2015	\$1.00	C	01/01/2016	\$0.50	D											
MATERIAL HANDLER	#####	12/31/2014**	01/01/2015	\$0.35	F	01/01/2016	\$0.18	G											
DRYWALL FINISHER																			
DRYWALL FINISHER	#####	09/30/2014**	10/01/2014	\$1.65	H	10/01/2015	\$1.91	A											
FIELD SURVEYOR:																			
CHIEF OF PARTY (08.67-010)	#####	09/30/2014**	10/01/2014	\$2.00	J	10/01/2015	\$2.00	A											
INSTRUMENTMAN (08.67-034)	#####	09/30/2014**	10/01/2014	\$2.00	J	10/01/2015	\$2.00	A											
CHAINMAN/RODMAN (869.567-010)	#####	09/30/2014**	10/01/2014	\$2.00	J	10/01/2015	\$2.00	A											
GLAZIER	#####	05/31/2015**	06/01/2015	\$1.06	K	06/01/2016	\$1.33	L											
MARBLE FINISHER	#####	05/31/2015**	06/01/2015	\$1.00	A	06/01/2016	\$1.00	A											
PAINTER:																			
PAINTER, LEAD ABATEMENT	#####	06/30/2015**	07/01/2015	\$1.00	N														
REPAINT PAINTER, LEAD ABATEMENT	#####	06/30/2015**	07/01/2015	\$0.95	O														
INDUSTRIAL PAINTER	#####	06/30/2015**	07/01/2015	\$1.50	P														
INDUSTRIAL REPAINT PAINTER	#####	06/30/2015**	07/01/2015	\$1.40	Q														
PLASTERER	#####	08/04/2015**	08/05/2015	\$1.50	A	08/03/2016	\$1.75	A	#####	\$1.75	A								
PLASTER TENDER	#####	08/04/2015**	08/05/2015	\$1.75	A	08/03/2016	\$1.75	A	#####	\$1.75	A								
PLASTER CLEAN-UP LABORER	#####	08/04/2015**	08/05/2015	\$1.75	A	08/03/2016	\$1.75	A	#####	\$1.75	A								
PLUMBER:																			
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER SEWER AND STORM DRAIN PIPELAYER	#####	06/30/2015**	07/01/2015	\$1.65	A	07/01/2016	\$2.02	A	#####	\$2.43	A								
SEWER AND STORM DRAIN PIPE TRADESMAN	#####	06/30/2015**	07/01/2015	\$1.27	A	07/01/2016	\$1.56	A	#####	\$1.87	A								
SEWER AND STORM DRAIN PIPE TRADESMAN SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	#####	06/30/2015**	07/01/2015	\$0.66	A	07/01/2016	\$0.80	A	#####	\$0.97	A								
LANDSCAPE/IRRIGATION FITTER	#####	06/30/2015**	07/01/2015	\$1.65	A	07/01/2016	\$2.02	A	#####	\$2.43	A								
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	#####	06/30/2015**	07/01/2015	\$1.24	A	07/01/2016	\$1.52	A	#####	\$1.82	A								
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	#####	12/31/2014**	01/01/2015	\$0.15	T	04/01/2015	\$0.70	U	#####	\$0.15	T								
TILE FINISHER	#####	05/31/2015**	06/01/2015	\$0.85	A	06/01/2016	\$0.85	A											
TILE LAYER	#####	05/31/2015**	06/01/2015	\$1.15	A	06/01/2016	\$1.15	A											
FOOTNOTES																			

Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1	
	<b>LOCALITY: RIVERSIDE COUNTY</b>
	<b>DETERMINATION: RIV-2014-2</b>
A	THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
B	THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
C	\$1.00 INCREASE TO PENSION
D	\$0.50 TO PENSION
E	A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
F	\$0.35 TO PENSION
G	\$0.18 TO PENSION
H	\$1.15 TO THE BASIC HOURLY RATE AND \$0.50 TO HEALTH & WELFARE
I	DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
J	\$0.90 TO THE BASIC HOURLY RATE AND \$1.10 TO PENSION.
K	\$0.25 TO H&W, \$0.06 TO PENSION, AND \$0.75 TO BE ALLOCATED TO BE WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR- RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
L	\$0.25 TO H&W, \$0.08 TO PENSION, AND \$1.00 TO BE ALLOCATED TO BE WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR- RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
M	AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
N	\$0.45 TO THE BASIC HOURLY RATE, \$0.50 TO HEALTH & WELFARE, AND \$0.05 TO TRAINING.
O	\$0.40 TO THE BASIC HOURLY RATE, \$0.50 TO HEALTH & WELFARE, AND \$0.05 TO TRAINING.
P	\$0.90 TO THE BASIC HOURLY RATE, \$0.50 TO HEALTH & WELFARE, AND \$0.10 TO TRAINING.
Q	\$0.80 TO THE BASIC HOURLY RATE, \$0.50 TO HEALTH & WELFARE, AND \$0.10 TO TRAINING.
R	THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
S	PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
T	\$0.15 TO PENSION
U	\$0.70 TO THE BASIC HOURLY RATE
	<u>RIV-2014-2-INC</u>

Attachment: Agreement (1421) : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** May 26, 2015

**TITLE:** AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR CYCLE 2 OF THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize submission of grant applications for Cycle 2 of the California ATP.

### **SUMMARY**

This report is requesting that the City Council authorize the Public Works Department to submit grant funding applications for Cycle 2 of the California Active Transportation Program (ATP) to fund non-motorized infrastructure improvements at multiple locations citywide.

### **DISCUSSION**

The Active Transportation Program was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and California Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The Cycle 2 ATP consolidates federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program that is funded by approximately \$360 million of various state and federal funds from appropriations in the annual Budget Act. Eligible projects for ATP grant funding include pedestrian facilities, traffic control devices, bicycle facilities, and recreational trails. The ATP is administered by the California Department of Transportation (Caltrans) and the deadline to submit grant applications for Cycle 2 of the ATP is June 1, 2015.

Table A depicts a list of candidate projects, in priority order, that was developed for the

ATP based on these projects' potential to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals.
- Enhance public health, including reduction of childhood obesity.
- Ensure that disadvantaged communities fully share in the benefits of the program.

In addition to the above factors, staff will review each project for existing right of way constraints, utility conflicts, connectivity to existing infrastructure, potential construction cost, collision history, and previous requests from staff and the general public. The Public Works Department will submit projects that have the best opportunity of being funded based upon the above cited criteria.

**Table A**

<b>No.</b>	<b>Project Location/Description</b>	<b>Estimated Project Cost</b>	<b>Local Match</b>
1	Cactus Avenue/Philo Street intersection: Construct traffic signal to accommodate school age pedestrians from Badger Springs Middle School and Chaparral Hills Elementary School (Safe Routes to School project).	\$622,000	Not Required
2	Alessandro Boulevard (north side) at Old 215 Frontage Road: Construct 750 feet of gap-closure sidewalk on the north side of Alessandro Boulevard and pedestrian access ramps at the northeast and northwest corners of Alessandro Boulevard/Old 215 Frontage Road intersection.	\$816,000	Not Required
3	Juan Bautista de Anza Trail gap closure: Design, acquire right-of-way, and construct a total of approximately 1.4 miles of multi-use trail from Iris Avenue to El Portrero Park (on Via Pamplona). A portion is gap closure/new trail and a portion is adding to the existing trail system to accommodate bicycles and pedestrians.	\$1,400,000	Not Required
<b>TOTAL</b>		<b>\$2,838,000</b>	<b>\$0</b>

The Active Transportation Program grant funding opportunity was discussed at two recent Traffic Safety Commission (TSC) meetings. The TSC supported staff's efforts and recommended to pursue all available funding opportunities to improve pedestrian

and bicycle safety.

Staff anticipates seeking 100% of the project costs in Cycle 2 ATP grant funding. A funding match by the City for Cycle 2 ATP projects is not required. Minor adjustments to reduce the cost and expedite the delivery of these projects may be considered during the grant preparation process. Upon notification of a successful grant application, staff will request City Council acceptance of the grant and appropriation of funds for the project.

## **ALTERNATIVES**

1. Authorize submission of grant funding applications for Cycle 2 of the California ATP. *Staff recommends this action so that the grant applications can be submitted before the June 1, 2015 deadline.*
2. Do not authorize submission of grant funding applications for Cycle 2 of the California ATP. *This alternative eliminates a potential funding source for eligible projects.*

## **FISCAL IMPACT**

The Active Transportation Program is a reimbursable grant program. ATP projects are reimbursable for all eligible work and a local match is not required for Cycle 2 projects. The City must use its own funds first and submit invoices to Caltrans Local Program Accounting (LPA) for reimbursement. With no matching funding required for projects that are included in the Cycle 2 ATP grant applications, there is no anticipated fiscal impact.

## **NOTIFICATION**

Staff has discussed the Active Transportation Program grant funding opportunity with the school districts. Support letters from the school districts, the TSC, the Police Department and other potential supporters will be requested and included with the application submittals.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Vincent L. Tran, P.E.  
Associate Engineer

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By:  
Eric Lewis, P.E., T.E.  
City Traffic Engineer

## **CITY COUNCIL GOALS**

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



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

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

**ATTACHMENTS**

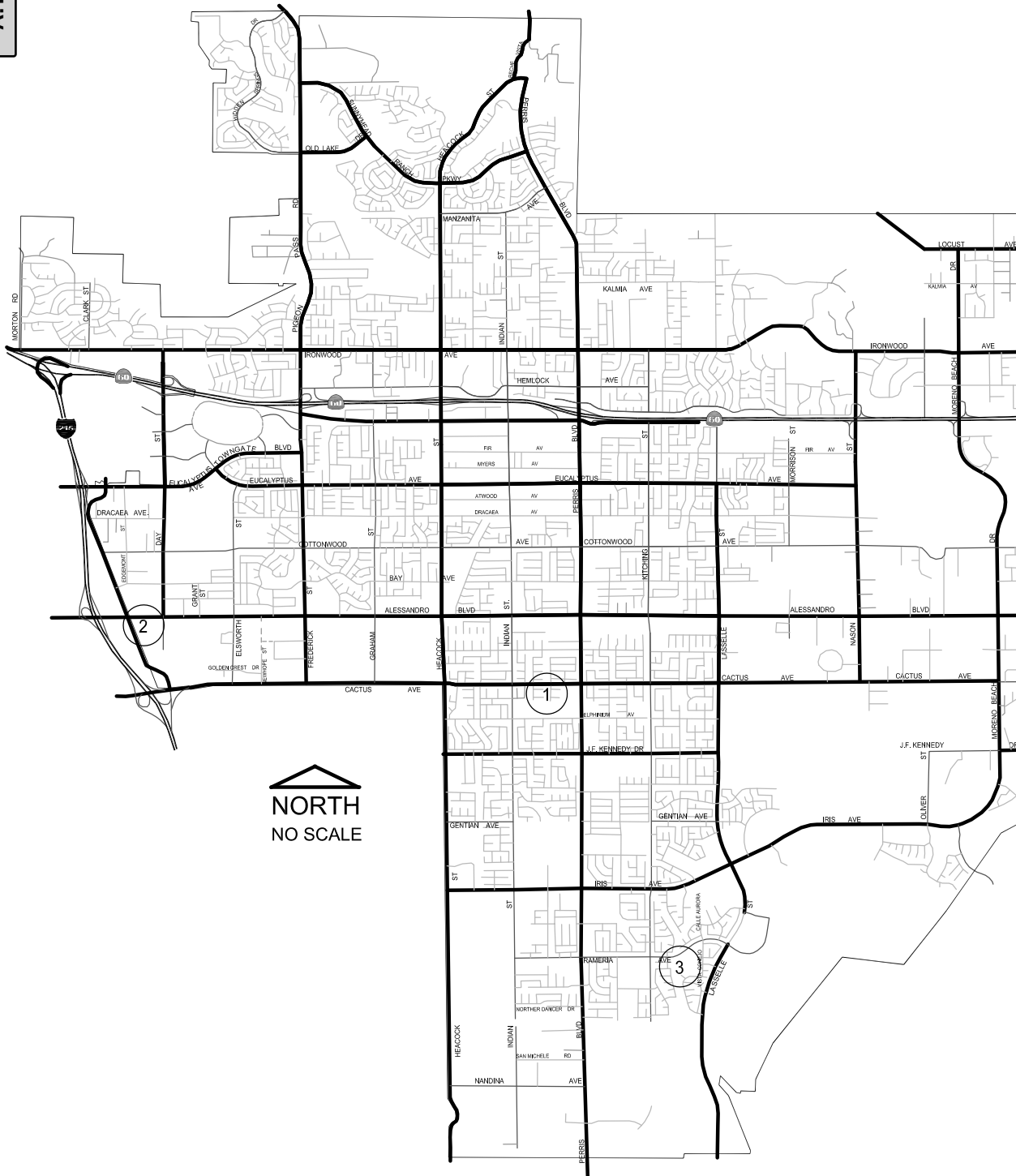
- 1. ATP Project Map

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/01/15 2:09 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 1:21 PM
City Manager Approval	<u>✓ Approved</u>	5/20/15 2:00 PM

ATTACHMENT 1

City of Moreno Valley  
Public Works Department  
Transportation Engineering Division  
ACTIVE TRANSPORTATION PROGRAM (ATP)  
LIST OF PROPOSED PROJECTS - CYCLE 2 ATP



1. Cactus Avenue/Philo Street intersection: Construct traffic signal to accommodate school age pedestrians from Badger Springs Middle School and Chapparral Hills Elementary School (Safe Routes to School project).

2. Alessandro Boulevard (north side) at Old 215 Frontage Road: Construct 750 feet of gap-closure sidewalk on the north side of Alessandro Boulevard and pedestrian access ramps at the northeast and northwest corners of Alessandro Boulevard/Old 215 Frontage Road intersection.

3. Juan Bautista de Anza Trail gap closure: Design, acquire right-of-way, and construct a total of approximately 1.4 miles of multi-use trail from Iris Avenue to El Portrero Park (on Via Pamplona). A portion is gap closure/new trail and a portion is adding to the existing trail system to accommodate bicycles and pedestrians.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** May 26, 2015

**TITLE:** REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2015/2016 ANNUAL RATES

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Conduct a Public Meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed Fiscal Year 2015/2016 annual rates.

### **SUMMARY**

This report recommends that the City Council conduct a Public Meeting and accept public comments on the proposed National Pollutant Discharge Elimination System (NPDES) Regulatory Rates for Fiscal Year (FY) 2015/2016. NPDES Regulatory Rate revenues support specific services provided by the Storm Water Management Program and have been included in the FY 2015/2016 Proposed Budget.

### **DISCUSSION**

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

#### **Proposition 218**

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES Regulatory Rate. Based upon this review, it has been determined that the NPDES Regulatory Rate is in compliance with Proposition 218. City policy has been to conduct a Public Meeting to allow the public opportunity to address City Council, although not required under Proposition 218.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City’s NPDES Storm Water Management Program. The annual percentage change in the Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties was +0.73%. The proposed FY 2015/2016 annual rates were calculated utilizing the base fiscal year (identified in Tables 1 and 2) levy amount and the approved corresponding CPI adjustments from rate inception. The methodology utilized brings an accurate to the penny amount of the proposed annual rates for FY 2015/2016. Staff recommends that the proposed FY 2015/2016 annual rate adjustments occur to maintain current program service levels. Rate increases are associated with increases in utility costs and maintaining program service levels.

The following tables outline the specific services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

**TABLE 1**

<b>NPDES Regulatory Rate for New Residential Development</b> (Base FY 2003/2004)			
<b>Service Level</b>		<b>Current Maximum Annual Rate FY 2014/2015</b>	<b>Proposed Maximum Annual Rate FY 2015/2016</b>
LEVEL I	NPDES Administration and overhead.	\$39.38/Parcel	\$39.66/Parcel

LEVEL II	Water Quality Pond/Basin Maintenance.	\$74.82/Parcel	\$75.36/Parcel
LEVEL II-A* (Base FY 2008/2009)	Sand Filter Maintenance.	\$34.10/Parcel	\$34.35/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	\$66.73/Parcel	\$67.22/Parcel
LEVEL IV	Water Quality System Retrofit.	\$151.84/Parcel	\$152.95/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

**TABLE 2**

<b>NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development</b> (Base FY 2005/2006)			
<b>Service Level</b>		<b>Current Maximum Annual Rate FY 2014/2015</b>	<b>Proposed Maximum Annual Rate FY 2015/2016</b>
LEVEL I	NPDES Administration and overhead.	\$39.52/Parcel	\$39.81/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	\$186.49/Parcel	\$187.85/Parcel

**ALTERNATIVES**

1. Conduct a Public Meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed FY 2015/2016 annual rates. *This alternative will allow the public the opportunity to comment on the proposed NPDES Regulatory Rates in a public forum prior to the Public Hearing adoption scheduled for June 9, 2015. Although, a Public Meeting is not required under Proposition 218, staff recommends conducting a Public Meeting.*
2. Do not conduct a Public Meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed FY 2015/2016 annual rates. *A Public Meeting is not required under Proposition 218. However, by not conducting a Public Meeting, the public is denied the opportunity to comment on the proposed NPDES Regulatory Rates in a public forum prior to the Public Hearing adoption scheduled for June 9, 2015.*

### **FISCAL IMPACT**

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the annual percentage change in the Los Angeles-Riverside-Orange County CPI for calendar year 2014, which was +0.73%.

For FY 2015/2016, the maximum annual regulatory rate per parcel for single-family residential development is \$302.32 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is \$227.66 (includes Levels I and II combined from Table 2). Projected FY 2015/2016 revenues to be derived from the proposed adjustment, including the addition of newly developed parcels to be levied, are \$447,253.41; an increase of \$7,284.24 over FY 2014/2015 projected revenues.

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

**The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.**

**NOTIFICATION**

- Publication of Agenda
- Newspaper advertising was published on May 9, 2015, with information about the May 26, 2015 Public Meeting and the June 9, 2015 Public Hearing. Additionally, the June 9, 2015 Public Hearing notification is scheduled to be published on May 22, 2015.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Mark W. Sambito, P.E  
Engineering Division Manager

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

**CITY COUNCIL GOALS**

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

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

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/13/15 11:04 AM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 10:57 AM
City Manager Approval	<u>✓ Approved</u>	5/20/15 3:45 PM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Mike Lee, Economic Development Director

**AGENDA DATE:** May 26, 2015

**TITLE:** RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. 2015-33 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

### **SUMMARY**

This report recommends the approval of the Statement of Costs and Notices of Special Assessments to recover costs associated with nuisance abatements. Pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect and preserve the health, safety, and general welfare of the public, the City Manager or his designee directs the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be achieved by recording a Notice of Special Assessment with the County Recorder's Office.

### **DISCUSSION**

The Code and Neighborhood Services Division performed public nuisance abatements during 2014. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

In some cases, pursuant to Section 6.04.140, Emergency Abatement emergency conditions have been abated without adhering to the provisions referenced in the abatement notification procedures. Such emergencies may include the pumping and



securing of accessible pools with stagnant water, securing open and accessible buildings, abating extreme fire hazard conditions, and other similar nuisance conditions that constitute an immediate danger to life or property.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

The Property Assessment List for general nuisance abatements is hereby submitted for review and consideration by the City Council. Code and Neighborhood Services staff initiated and completed abatement action of general public nuisances in various locations within the City.

The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of the abatement is included in each statement of cost letter, along with the owner's name(s), property description, and the itemized list of charges for the abatement action. Statement of Costs were mailed to the legal owner of record for each property requiring abatement action and a copy of the letter will remain on file in the Community Development Department.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2014. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2015/2016 tax bill if not paid directly to the City by July 1, 2015. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

### **ALTERNATIVES**

1. Approve the Resolution for the Abatement of Public Nuisances to recover the costs expended to abate nuisance conditions. This alternative is recommended by staff.
2. Do not approve the resolution resulting in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners. This alternative is not recommended by staff.

### **FISCAL IMPACT**

Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance work performed as outlined in the attached Property Assessment List. As detailed in Exhibit A, the costs incurred by the City for contractual abatements are outlined below. An additional \$13.98 Special Districts Administration (SDA) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY 2015/2016.

### **Code & Neighborhood Services Division**

15	Contractual, Inspection, and Administrative Fee	\$10,936.10
	SDA Fixed Charge Fee: (15 @ \$13.98 each)	\$209.70
	Total:	<u>\$11,145.80</u>

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2015, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Code Violation Non-Compliance for each property shall remain on file in the Community Development Department. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

### **NOTIFICATION**

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions may be given to property owners in the following manner:

By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a “Notice to Abate” on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of these public nuisance conditions was specifically met by:

1. Posting the property with a “Notice to Abate”.
2. Mailing a “Notice to Abate” by certified and/or regular mail to the property owner.
3. Telephone contact with the property owner and/or mortgage company (in the case of vacant properties), when possible.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Allen D. Brock, CBO  
Community Development 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.

### **ATTACHMENTS**

1. Resolution 2015-33\_City Council
2. EXHIBIT A

- 3. Attachment 2\_MVMC Chapter 6.04 Abatement of Public Nuisances
- 4. Attachment 3\_Sample Notice to Abate Nuisance

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/13/15 11:08 AM
City Attorney Approval	<u>✓ Approved</u>	5/14/15 5:24 PM
City Manager Approval	<u>✓ Approved</u>	5/18/15 8:13 AM

## RESOLUTION NO. 2015-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said Statements of Costs and having notified the affected property owners and given them an opportunity to be heard; and

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

1. That the Statements of Costs and Notice of City Council Meeting and Notices of Special Assessments, copies of which are on file in the Community Development Department, Code and Neighborhood Services Division, and incorporated herein by this reference, are confirmed.
2. That the Property Assessment List, attached hereto as Exhibit A and incorporated herein by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

1  
Resolution No. 2015-33\_  
Date Adopted: May 26, 2015

APPROVED AND ADOPTED this 26th day of May, 2015.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Exhibits: Exhibit "A" Property Assessment List (PAL)

2  
Resolution No. 2015-33  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-33\_City Council [Revision 1] (1442 : RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES)

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-33 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Resolution No. 2015-33  
Date Adopted: May 26, 2015

EXHIBIT A

START DATE: 1/1/14  
 END DATE: 12/31/14  
**Property Abatement List (PAL)**  
**FY15/16 Tax Year**

	APN	Owner	Abate Date	Owner Mailing Address	Contractor Costs	Admin Fee	SubTotal	S.D. Fee	Total
1	264-282-006	TRACY & AMBER BAIN	04/22/2014	1540 N. HILLTOP DRIVE VERNAL, UT 84078	\$ 304.00	\$ 255.00	\$ 559.00	\$ 13.98	\$ 572.98
2	291-344-045	KENNETH L BARNES	03/03/2014	22844 CHAMBRAY DR MORENO VALLEY CA 92557	\$ 502.00	\$ 255.00	\$ 757.00	\$ 13.98	\$ 770.98
3	304-213-001	YU JEN CHANG	09/27/2014	15875 OLIVER ST MORENO VALLEY, CA 92555	\$ 2,167.00	\$ 255.00	\$ 2,422.00	\$ 13.98	\$ 2,435.98
4	312-181-004	WELLS FARGO BANK	01/20/2014	6501 IRVINE CENTER DR IRVINE, CA 92618	\$ 208.00	\$ 255.00	\$ 463.00	\$ 13.98	\$ 476.98
5	474-100-025	HSU, YAO TING & YAO CHON	02/24/2014	29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390	\$ 70.00	\$ 255.00	\$ 325.00	\$ 13.98	\$ 338.98
6	474-361-003	IRENE HILL	05/09/2014	26014 CHATEAU CT MORENO VALLEY CA 92555	\$ 254.00	\$ 255.00	\$ 509.00	\$ 13.98	\$ 522.98
7	475-050-022	VALUE HOLDINGS	09/22/2014	P.O. BOX 5021 WOODLAND HILLS, CA 91365	\$ 203.00	\$ 255.00	\$ 458.00	\$ 13.98	\$ 471.98
8	475-263-030	NITEMAN	04/25/2014	668 VERDE VISTA AVE POMONA CA 91767	\$ 252.00	\$ 255.00	\$ 507.00	\$ 13.98	\$ 520.98
9	481-140-022	LUVIE CORP	04/22/2014	10498 SALINAS RIVER CIR FOUNTAIN VALLEY CA 92708	\$ 684.00	\$ 255.00	\$ 939.00	\$ 13.98	\$ 952.98
10	482-331-017	LAWRENCE C MISTLER	05/08/2014	PO BOX 83014 SAN DIEGO CA 92138	\$ 699.50	\$ 255.00	\$ 954.50	\$ 13.98	\$ 968.48
11	482-536-006	MANUEL A ARTEAGA	01/20/2014	24326 VIA VARGAS DR MORENO VALLEY, CA 92553	\$ 169.00	\$ 255.00	\$ 424.00	\$ 13.98	\$ 437.98
12	482-536-006	MANUEL A ARTEAGA	05/19/2014	24326 VIA VARGAS DR MORENO VALLEY CA 92553	\$ 195.00	\$ 255.00	\$ 450.00	\$ 13.98	\$ 463.98
13	482-554-014	JORGE LOPEZ	07/17/2014	24195 AMBERLEY DR MORENO VALLEY, CA 92553	\$ 925.00	\$ 255.00	\$ 1,180.00	\$ 13.98	\$ 1,193.98
14	482-582-008	JESSICA MAGANA & NORA OCHOA	08/21/2014	1268 E MCFADDEN AVE #C SANTA ANA, CA 92705	\$ 226.60	\$ 255.00	\$ 481.60	\$ 13.98	\$ 495.58
15	485-131-008	LUCIANO PONCE	10/09/2014	24258 ELM CREEK CIR MORENO VALLEY CA 92557	\$ 252.00	\$ 255.00	\$ 507.00	\$ 13.98	\$ 520.98
<b>TOTAL:</b>					<b>\$ 7,111.10</b>	<b>\$ 3,825.00</b>	<b>\$ 10,936.10</b>	<b>\$ 209.70</b>	<b>\$ 11,145.80</b>

Attachment: EXHIBIT A (1442 : RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES)

6.04.010

**Chapter 6.04****ABATEMENT OF PUBLIC  
NUISANCES\*****Sections:**

<b>6.04.010</b>	<b>Purpose.</b>
<b>6.04.020</b>	<b>Definitions.</b>
<b>6.04.030</b>	<b>General provisions.</b>
<b>6.04.040</b>	<b>Declaration of nuisances.</b>
<b>6.04.050</b>	<b>Abatement.</b>
<b>6.04.060</b>	<b>Authorization for city manager.</b>
<b>6.04.070</b>	<b>Authority to inspect.</b>
<b>6.04.080</b>	<b>Notification of nuisance.</b>
<b>6.04.090</b>	<b>Appeals.</b>
<b>6.04.100</b>	<b>Abatement by city.</b>
<b>6.04.110</b>	<b>Emergency abatement.</b>
<b>6.04.120</b>	<b>Abatement costs.</b>
<b>6.04.130</b>	<b>Alternatives.</b>

\* Prior ordinance history: Ords. 363, 471, 509, 528, 533 and 694.

**6.04.010 Purpose.**

This chapter is adopted to declare what constitutes a public nuisance and to establish procedures to abate nuisances and to recover costs of such abatement. It is declared to be in the public interest to promote the health, safety and welfare of the residents of the city by providing a summary procedure for the abatement of nuisances, which abatement procedures shall be in addition to all other proceedings by this code or otherwise by law. (Ord. 772 § 2, 2008)

**6.04.020 Definitions.**

Unless specifically defined in this section, words and phrases used in this chapter shall be interpreted to give them the meaning in

common usage and to give this chapter its most reasonable application.

"Abandoned" (vehicle) means any vehicle which has been left on private property or public property in such inoperable or neglected condition that the owner's intention to relinquish all further rights or interests in may be reasonably concluded.

"Abandoned" (building, structure or property) means any property that is vacant and under a current notice of default, notice of trustee's sale or that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure, or that is transferred under a deed in lieu of foreclosure or sale.

"Abatement" means the demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight.

"Attractive nuisance" means any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril which exists, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it. Attractive nuisances may include, but shall not be limited to: (1) abandoned and/or broken equipment; (2) hazardous pools, ponds, culverts, excavations; and (3) neglected machinery.

"Building" means any structure, including, but not limited to, any house, garage, duplex, apartment, condominium, stock cooperative, mobilehome, or other residential, commercial





**City of Moreno Valley Community Development Department  
Code & Neighborhood Services Division**  
14177 Frederick Street | P.O. Box 88005 | Moreno Valley, CA 92552-0805  
Telephone: 951.413.3340 | Fax: 951.413.3345

## NOTICE TO ABATE NUISANCE

*Pursuant to Chapter 6.04 of the Moreno Valley Municipal Code, you are hereby directed to abate the public nuisance condition(s) as described below by \_\_\_\_\_.*

**Violations of Moreno Valley Municipal Code as follows:**

- 6.04.040A3 Vacant/Abandoned/Open Accessible Structure
- 6.04.040E1 Unfenced/Unsecured Pool/Excavation
- 6.04.040C1 Weeds/Dry Brush/Overgrown Vegetation
- 6.04.040B2 Junk/Trash or Debris
- 6.04.040B1 Abandoned/Discarded Objects including Automobiles (Parts)/Furniture
- 6.04.040D2 Parking on Unimproved Surface
- Other \_\_\_\_\_

Required action \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER/TENANT FAILURE TO CORRECT LISTED VIOLATION(S) WITHIN THE TIME FRAME INDICATED WILL RESULT IN THE CITY INITIATING NUISANCE ABATEMENT PROCEEDINGS TO CORRECT VIOLATIONS. THE OWNER OF SUCH PROPERTY SHALL BE LIABLE FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY FOR SAID ABATEMENT. FAILURE TO PAY ALL ABATEMENT COSTS SHALL RESULT IN A TAX LIEN AGAINST THE PROPERTY.**

If you object to the determination of cited violation(s), you may file a written appeal no later than \_\_\_\_\_ days from the date of this notice.

Owner (as shown on the last equalized assessment roll):

Property Location \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Code Compliance Officer \_\_\_\_\_

Assessor Parcel Number \_\_\_\_\_

Telephone \_\_\_\_\_

Date Mailed to Owner \_\_\_\_\_

Copies to \_\_\_\_\_

WHITE - CODE

CD 3184 Notice to Abate Nuisance 08/  
HARD COPY - POSTED

# Notice to Abate Nuisance

Attachment: Attachment 3\_Sample Notice to Abate Nuisance (1442 : RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Betsy Adams, Parks & Community Services Director

**AGENDA DATE:** May 26, 2015

**TITLE:** RESOLUTION RECOGNIZING THE COTTONWOOD GOLF CENTER AS THE LOCATION OF THE CITY OF MORENO VALLEY'S FIRST CITY HALL

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve Resolution No. 2015-34. A Resolution of the City Council of the City of Moreno Valley, California, recognizing the Cottonwood Golf Center as the location of the City of Moreno Valley's First City Hall.

### **SUMMARY**

This report recommends approving a Resolution recognizing that the Cottonwood Golf Center served as the location of the City's first City Hall. If approved, a Proclamation would be prepared to commemorate this action.

### **DISCUSSION**

At the request of Council Member Jempson and Council Member Price, following information provided by former Mayor Marshall C. Scott, the recognition of the Cottonwood Golf Center as the City's first City Hall is being brought to the City Council again for consideration. The Council first considered this matter on March 24, 2015.

When the City of Moreno Valley incorporated on December 3, 1984, the County of Riverside turned over various properties to the newly incorporated city. Included among these was the Cottonwood Golf Center, then named as the Park El Moreno Golf Course. The building at Park El Moreno housed the golf course pro shop, office space for County parks and recreation employees, and a multipurpose room. During the first year of incorporation, this building at Park El Moreno served as the location for the City's first City Hall.

Research of existing documents from the first year of the City's incorporation provided confirmation that the building at the former Park El Moreno Golf Course served as the first City Hall. As one example, the Treasurer's Report for December 1984 included three remittance documents to the City of Moreno Valley, at 13671 Frederick Street, from the State Controller for (1) monthly apportionment of motor vehicle license fees, (2) distribution of cigarette tax, and (3) Highway Users Tax advance. 13671 Frederick Street is the street address for the Cottonwood Golf Center (former Park El Moreno Golf Course). The Treasurer's Report for December 1984 also included a property tax warrant to the City of Moreno Valley at 13671 Frederick Street from the County of Riverside Auditor-Controller.

As a second example, on February 4, 1985, the Riverside County Planning Department sent a letter to the Moreno Valley City Council at 13671 Frederick Street on the first amendment to the Sunnymead Ranch Specific Plan No. 168. A corresponding City of Moreno Valley City Council Meeting Agenda Request form lists the City's address as 13671 Frederick Street.

Copies of the documents mentioned above are included as the first attachment to this staff report. In addition, the first Mayor of Moreno Valley, Marshall C. Scott, has provided the Council with confirmation on behalf of all of the members of Moreno Valley's first City Council that the Cottonwood Golf Center was the first City Hall.

On March 28, 2000, the Mayor and Members of the City Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District, renamed the Park El Moreno Golf Course as the Cottonwood Golf Center. This was done to reduce name confusion with the Moreno Valley Ranch Golf Course. The Cottonwood Golf Center maintains the 13671 Frederick Street address used by the former Park El Moreno Golf Course.

If the City Council approves the Resolution recognizing the Cottonwood Golf Center as the location of the City's first City Hall then a Proclamation would be prepared to commemorate this action. The Proclamation would be displayed in the lobby of the recently renovated Cottonwood Golf Center Banquet Room along with old photography of the building discovered during the renovation.

## **ALTERNATIVES**

1. Approve the Resolution recognizing the Cottonwood Golf Center as the location of the City of Moreno Valley's first City Hall. *Staff recommends this alternative.*
2. Do not approve Alternative No. 1 and provide further direction to staff. Not approving the Resolution means that the Cottonwood Golf Center will not be recognized as the location of the City's first city Hall.

## **FISCAL IMPACT**

No fiscal impact is created by approving the Resolution recognizing the Cottonwood Golf Center as the location of the City's first City Hall other than the cost of the materials for the Resolution, which is less than \$25.

**NOTIFICATION**

Posting of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Betsy Adams  
Parks & Community Services Director

Department Head Approval:  
Betsy Adams  
Parks & Community Services Director

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

- 1. Copies of 1984 documents sent to 13671 Frederick Street
- 2. CityReso\_CGC as 1st City Hall

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/19/15 3:25 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 10:56 AM
City Manager Approval	<u>✓ Approved</u>	5/20/15 3:41 PM

1-22-85  
Received + filed

From: City Treasurer


January 10, 1985

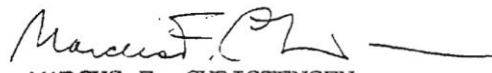
Subject: Treasurer's Report for December 1984

To: City Manager  
City Council  
IN TURN

Attached you will find the treasurer's report for month ending December 1984. Each fund has been accounted for separately with a summary of all fund balances at the beginning. The final page is a summary of all checking account activity for December 1984. The 11.40 service charge is in error and will be reversed in the month of January 1985.

Recommended action: Receive and File.

  
ROLAND M. KOOCH  
City Treasurer

  
MARCUS F. CHRISTENSEN  
City Manager

Attachment: Copies of 1984 documents sent to 13671 Frederick Street (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF

REMITTANCE ADVICE

STD. 404C (8/81)

THE ENCLOSED WARRANT IS IN PAYMENT OF INVOICES AS SHOWN BELOW.

STATE OF CALIFORNIA

DEPARTMENT STATE CONTROLLER - ACCOUNTING PAGE 1		INVOICE DATE 12/14/84	INVOICE NUMBER INVOICE AMOUNT
DEPARTMENT ADDRESS P.O. BOX 1019, SAC., CA. 95805		CLAIM SCHED. NO. STL274	SALES & USE TAX REV LOSS SEC 2230 REV AND TAXATION COD SEC A 12/84 142.5
VENDOR: TREASURER CITY OF MORENO VALLEY 13671 FREDERICK STREET EDGEMONT CA 92508		AMOUNT OF WARRANT 142.5	
FEDERAL TAX ID NO. OR SSAN	RP TYPE	TOTAL REPORTED TO IRS (SEE RPI'S)	

This amount will be reported in accordance with Section 6041 of the Internal Revenue Code.

THE ENCLOSED REMITTANCE ADVICE IS FOR INFORMATION  
PURPOSE ONLY. THE WARRANT COVERING THE AMOUNT  
SHOWN WILL BE DEPOSITED IN YOUR BANK ON DEC 11, 1984

TREASURER, CITY OF  
MORENO VALLEY  
13671 FREDERICK STREET  
EDGEMONT, CA 92508

REMITTANCE ADVICE

KENNETH CORY, STATE CONTROLLER, STATE OF CALIFORNIA

CITY MORENO VALLEY

ISSUE DATE 12-10-84

MONTHLY APPORTIONMENT OF MOTOR VEHICLE LICENSE FEES --IN-LIEU TAX--  
PURSUANT TO SEC. 11005, REVENUE AND TAXATION CODE

POPULATION	66,321
APPORTIONMENT AMOUNT	\$135,396.77
-LESS AMOUNT DEDUCTED	.00
TOTAL REMITTED	\$135,396.77
NEW DEDUCTION BALANCE	.00

12/11 8:05A Telfr \$125,000 to  
L.A.I.F. 11.5%  
To Sec. Pac. \$10,396.77

Attachment: Copies of 1984 documents sent to 13671 Frederick Street (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF

THE ENCLOSED REMITTANCE ADVICE IS FOR INFORMATION  
PURPOSE ONLY. THE WARRANT COVERING THE AMOUNT  
SHOWN WILL BE DEPOSITED IN YOUR BANK ON DEC 17, 1984

TREASURER, CITY OF  
MORENO VALLEY  
13671 FREDERICK STREET  
EDGEMONT, CA 92508

REMITTANCE ADVICE

KENNETH CORY, STATE CONTROLLER, STATE OF CALIFORNIA

CITY MORENO VALLEY

ISSUE DATE 12-14-84

DISTRIBUTION OF CIGARETTE TAX PURSUANT TO SEC. 30462 REV. & TAX CODE

AMOUNT PAYABLE PER LOCAL SALES TAX RATIO	\$ .00
AMOUNT PAYABLE PER POPULATION RATIO	\$6,067.46
FIXED AMOUNT PER SEC. 30462 -C- -2-	\$ .00
TOTAL REMITTED	\$6,067.46*

Attachment: Copies of 1984 documents sent to 13671 Frederick Street (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF

KENNETH CORY, STATE CONTROLLER  
P. O. Box 1019, Sacramento, CA 95805

-REMITTANCE ADVICE-

The enclosed warrant is in payment of  
the indicated apportionment. The City  
Finance Officer has been notified.

12/ 17/ 84

CITY TREASURER  
City of Moreno Valley  
13671 Frederick Street  
Edgemont, CA 92508

- (X) Highway Users Tax  
(Sec. 2107.5, Streets and  
Highways Code)
- ( ) Sales and Use Tax  
(Sec. 2230, Revenue and  
Taxation Code)

\$7,500.00

*OK*

FAM-2 (Rev. 8/81)

Attachment: Copies of 1984 documents sent to 13671 Frederick Street (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF



~~EXHIBIT 6~~ ATCO 2

County of Riverside

Office of  
**County Auditor-Controller**

County Administrative Center  
 4080 Lemon Street  
 Riverside, California 92501  
 Telephone: (714) 787-2975

Howard D. Stephens, CPA  
 Auditor-Controller

December 17, 1984

City of Moreno Valley  
 Attn: Fred Christensen  
 13671 Frederick St.  
 Edgemont, CA 92508

Dear Mr. Christensen:

Enclosed is a warrant for \$143,694.51. The money is from the following County Service Areas (CSA):

CSA 95	\$ 4,855.54
CSA 107	319.72
CSA 123	929.68
CSA 48	8,367.91
CSA 57	323.14
CSA 61	120,712.38
CSA 63	8,186.14

There will be some additional revenue coming to the city as a result of property tax not included in the above. The additional revenue came to our notice after we computed the above.

Sincerely,

Arilla Austin  
 Supervising Accountant  
 General Accounting Division

# RIVERSIDE COUNTY PLANNING DEPARTMENT

February 4, 1985

Moreno Valley City Council  
13671 Fredrick Street  
Moreno Valley, CA 92508

RE: Specific Plan No. 168 Amendment No. 1  
Change of Zone No. 4329  
Parcel Map No. 20447

Honorable Mayor and City Council:

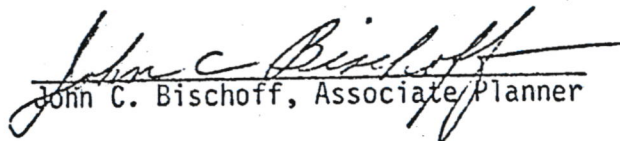
On August 28, 1984 the Riverside County Board of Supervisors initiated an amendment to the Sunnymead Ranch Specific Plan No. 168 (formally known as North Country). The purpose of this amendment is to relocate a 25 acre school/Park site to an alternate location on the Specific Plan Land Use Map. The alternate location includes additional acreage and will facilitate a combined elementary, middle and high school site and a 5 acre park on a total of 66 acres. This amendment was initiated at the request of the Moreno Valley Unified School District and with the agreement of the specific plan sponsor, Markborough California, Incorporated. The Board of Supervisors has also initiated Change of Zone Case No. 4329 to make the necessary zone changes to accomodate the amendment. As explained in the attached Staff Report, certain changes to the Master Phasing Program were also included in the County initiated amendment.

Tentative Parcel Map 20447 was submitted by Markborough California, Incorporated to create parcels for the school and park sites. This parcel map was approved at the County Planning Director's Hearing on October 26, 1984.

The Planning Commission has recommended Approval of Specific Plan No. 168 Amendment No. 1 and Change of Zone Case No. 4329.

Very truly yours,

RIVERSIDE COUNTY PLANNING DEPARTMENT  
Roger S. Streeter, Planning Director

  
John C. Bischoff, Associate Planner

JCB:mp

CITY COUNCIL MEETING AGENDA REQUEST

Planning Department

SUBMITTAL DATE: February 4, 1985

**SUBJECT:** SPECIFIC PLAN, NO. 168 AMENDMENT NO. 1 (Sunnymead Ranch formally North Country), and Change of Zone Case 4329 - E.A. 19165 - County Initiative; and Parcel Map No. 20447 - E.A. No. 19192 - Markborough California Inc., situated on 1366 acres located north of Manzanita Avenue between Pigeon Pass Road on the West and extending East of Perris Blvd. **REQUEST:** Relocation of 25 acre school park site; add 41 acres high school site and make revisions to the originally approved phasing plan with an associated parcel map to create the proposed school sites and a Change of Zone to create appropriate zoning as required by the amendment.

**RECOMMENDED ACTION:** Adoption of the Negative Declaration for EA 19165; and Approval of Specific Plan No. 168, Amendment No. 2, subject to conditions and based upon findings and conclusions in the Staff Report. Approval of Change of Zone Case 4329. Adoption of the Negative Declaration for EA 19192. Approval of Tentative Tract Map No. 20447 subject to the attached conditions.

(Attach additional sheet if necessary)

TENTATIVE MEETING DATE: February 13, 1985 EST. OF TIME REQUIRED: \_\_\_\_\_

If this item requires adoption of any document (contract, agreement, resolution, minute order, ordinance), please review with City Attorney for approval as to form.

DOES THIS ITEM REQUIRE REVIEW BY THE CITY ATTORNEY?  Yes  No

DOES THIS ITEM REQUIRE EXPENDITURE OF CITY FUNDS?  Yes  No

PREVIOUS AGENDA REFERENCE:

LIST ALL BACKUP DOCUMENTATION TO ACCOMPANY THIS ITEM (staff report, resolution, contract)

- Planning Commission Resolution dated 1-9-85
- Planning Commission Staff Report dated 10-31-84
- Planning Commission letter dated 2-1-85

The original document and all attachments must be submitted to the office of the City Clerk no later than 12 noon on the Wednesday preceding the regular meeting of the City Council.

CITY MANAGER RERECOMMENDATION:

FISCAL IMPACT:

APPROVAL TO PROCESS: \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

SPECIAL DISTRIBUTION:

Attachment: Copies of 1984 documents sent to 13671 Frederick Street (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF

RESOLUTION NO. 2015-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RECOGNIZING THE COTTONWOOD GOLF CENTER AS THE LOCATION OF THE CITY OF MORENO VALLEY'S FIRST CITY HALL

WHEREAS, the Local Agency Formation Commission on May 24, 1984, approved the Moreno Valley Reorganization including incorporation of the City of Moreno Valley (LAFCO No. 83-101-5), and pursuant to the District Reorganization Act designated the Board of Supervisors of the County of Riverside as conducting authority; and

WHEREAS, the Board of Supervisors of the County of Riverside conducted a public hearing on this reorganization on July 10, 1984, adopted Resolution No. 84-285 ordering this reorganization subject to confirmation of the voters upon the question thereof; and

WHEREAS, the Board of Supervisors of the County of Riverside on July 31, 1984, adopted Resolution No. 84-307 Amending Resolution No. 84-285 Ordering the Moreno Valley Reorganization; and

WHEREAS, an election was held on the question of the Moreno Valley Reorganization on November 6, 1984; and

WHEREAS, the Board of Supervisors of the County of Riverside on November 27, 1984, adopted Resolution No. 84-496 confirming the Order of Reorganization for the Moreno Valley Reorganization with the total number of votes cast on the question was 15,130, of which 11,424 were cast in favor of reorganization and 3,706 were cast against reorganization; and

WHEREAS, the City of Moreno Valley incorporated as a General Law City in the State of California on December 3, 1984, thereby merging the former unincorporated areas of the County of Riverside known as Edgemont, Sunnymead and Moreno; and

WHEREAS, the City Council of the City of Moreno Valley on December 3, 1984, received from the County of Riverside various properties within Moreno Valley which became the property of the City, including the Park El Moreno Golf Course; and

WHEREAS, the City Council of the City of Moreno Valley utilized the building at the Park El Moreno Golf Course served as Moreno Valley's first City Hall during the first year of incorporation; and

WHEREAS, the Mayor and City Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District, on March 28, 2000, renamed the Park El Moreno Golf Course as the

1  
Resolution No. 2015-34  
Date Adopted: May 26, 2015

Attachment: CityReso\_CGC as 1st City Hall [Revision 1] (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF CENTER AS THE

Cottonwood Golf Center.

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

The Cottonwood Golf Center, formerly the Park El Moreno Golf Course, is recognized as the location of the City of Moreno Valley's first City Hall.

APPROVED AND ADOPTED this 26th day of May, 2015.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

2  
Resolution No. 2015-34  
Date Adopted: May 26, 2015

Attachment: CityReso\_CGC as 1st City Hall [Revision 1] (1494 : RESOLUTION RECOGNIZING THE COTTONWOOD GOLF CENTER AS THE

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-34 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of March, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Resolution No. 2015-34  
Date Adopted: May 26, 2015



## 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:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** May 26, 2015

**TITLE:** ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN FISCAL YEAR 2015/16 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. CSD 2015-10. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2015-11. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
3. Adopt Resolution No. CSD 2015-12. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

### **SUMMARY**

This report recommends adoption of the proposed Resolutions which 1) initiate proceedings to levy an assessment for Landscape Maintenance District No. 2014-02 for fiscal year 2015/16, 2) approve the engineer's report, and 3) declare the intent to levy assessments for fiscal year 2015/16 and set June 9, 2015 as the date of the Public Hearing for that district.

The proposed fiscal Year 2015/16 assessments are a continuation of the real property assessments currently levied on the property tax bills. There will be no increase to the assessment other than an inflationary adjustment, provided the property owners previously approved such adjustment. This is the first step in the annual process to levy Landscape Maintenance District No. 2014-02 assessments on the property tax bills. Revenues received from the assessments support maintenance of public landscape improvements provided by the Landscape Maintenance District and are restricted for use in the zones for which they are collected.

## **DISCUSSION**

In compliance with the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act"), annual reviews and evaluations of a district's revenues and expenditures must be conducted and approved by the legislative body (CSD Board) before assessments can be continued to be levied on the property tax bill for the next fiscal year. Annually, the legislative body shall conduct a Public Hearing and can approve the assessments only after adopting the three resolutions included as part of this report. The Public Hearing to consider authorizing the levy of assessments for Landscape Maintenance District No. 2014-02 is proposed to be scheduled for June 9<sup>th</sup>. Adoption of the proposed resolutions will 1) initiate proceedings, 2) approve the engineer's report, and 3) declare the intent to levy and collect the proposed assessment and set June 9, 2015 as the date of a Public Hearing.

On May 27, 2014, the Community Services District ("CSD") adopted its Resolution 2014-09, establishing Landscape Maintenance District No. 2014-02 (certain former CSD landscape zones) ("LMD 2014-02" or "District"). The purpose of the District is to fund the cost of maintaining public landscaping within the District. Attachment 4 is a map of the zones that form LMD 2014-02.

The boundaries of the District are comprised of ten benefit zones ("Zones"). Each Zone provides a specific set of landscape maintenance services within a defined portion of the City. Funds collected for each Zone are restricted and can only be used within the Zone for the purposes for which they were collected. The frequency of landscape maintenance service is provided to each Zone based on its available funding. The City's highest service level, standard service provides monthly maintenance with weekly litter removal, while the reduced service level provides maintenance four times a year with monthly litter removal. For those Zones with insufficient funds to support a standard service level, but with funds greater than necessary for a reduced service level, service was increased to every 8 weeks, with monthly litter removal (modified reduced service). A breakdown of Zones is detailed in the table below.



<b>LMD 2014-02 Zones</b>	<b>Name</b>	<b>Service Level</b>	<b>Area Maintained</b>
Zone 01	TownGate	Reduced	442,702 sq.ft
Zone 01A	Renaissance Park	Reduced	72,655 sq.ft.
Zone 02	Hidden Springs	Standard Bi-Monthly	265,280 sq.ft. 3,308,802 sq.ft. (paseos)
Zone 03	Moreno Valley Ranch West	Modified Reduced	1,203,019 sq.ft.
Zone 03A	Lasselle Powerline Parkway	Modified Reduced	71,022 sq.ft.
Zone 04	Moreno Valley Ranch East	Reduced	1,236,727 sq.ft.
Zone 05	Stoneridge Ranch	Standard	164,500 sq.ft.
Zone 06	Mahogany Fields	Standard	178,792 sq.ft.
Zone 07	Celebration	Standard	60,919 sq.ft.
Zone 08	Shadow Mountain	Standard	118,002 sq.ft.

The provisions of the 1972 Act require that annual reviews and evaluations of the District's revenues and expenditures be conducted and approved by the CSD Board before assessments can be continued. The fiscal year ("FY") 2015/16 Assessment Engineer's Report ("Report") (Attachment 5), as prepared by Willdan Financial Services, includes a detailed description of the existing improvements within the District, the estimated maintenance costs, the method of assessment apportionment for each lot or parcel within the District boundaries, a diagram showing the parcels within the Zones that make up the District, and a benefit analysis. This analysis shows the special benefit to the improvement(s) that the adjacent parcels receive and the parcels that are subject to the annual assessment. In addition, the Report identifies three categories to be funded by the General Fund:

General Benefit Cost. In theory the General Benefit is the minimum amount the community would fund had the improvement not been installed by the development. The General Benefit Costs were estimated for weed abatement and erosion control performed twice per year.

General Fund Maintenance Area Costs. The General Fund Maintenance Area Costs fund the ongoing maintenance of improvements that provide no special benefit to the parcels in the zone and therefore, cannot be funded by parcel charges; these improvements were included within the Zone at the time of development (e.g. drainage area in Zone 04).

Contribution for Non-Assessed Parcels. Contribution for Non-Assessed Parcels funds the annual contribution for parcels that benefit from the improvements but have not been assessed because the property owner had not previously approved the charge through a mail ballot proceeding; these are typically government owned properties (e.g. Fire

Station).

The Report outlines the calculation to determine the proposed maximum and applied assessment rates by defining equivalent benefit units (“EBU”) and the assessment per EBU for each Zone. Using these numbers and applying an inflationary adjustment (if previously approved by the property owners within that Zone), the maximum assessment rate is calculated for each parcel. For example, in Zone 01 the proposed maximum assessment rate is \$135.82/EBU (FY 2014/15 maximum rate adjusted by the 0.73% inflationary adjustment). For a single family residential parcel with an assigned EBU of 1, the maximum assessment rate is \$135.82. A vacant parcel is assigned 2.0 EBUs per acre. For a 1 acre parcel in Zone 01, the maximum assessment rate is \$271.64.

The proposed assessment rates to be applied to the property tax bills were determined based on an individual analysis of each Zone’s current level of service, anticipated expenditures, fund balance, and assigned reserve levels. In most Zones, it is recommended that the applied rate equal the maximum rate. In some Zones, it is recommended that the applied rate be reduced to draw down on surplus fund balances within that Zone. The applied rate can be lower, but it cannot be higher than the maximum rate.

<b>LMD 2014-02 Zones</b>	<b>Charge Category</b>	<b>Proposed FY 2015/16 Max Rate</b>	<b>Proposed FY 2015/16 Applied Rate</b>
Zone 01 <sup>1</sup>	per EBU	\$135.82	\$135.82
	per condo Tr 34299	\$61.29	\$61.28
Zone 01A <sup>1,2</sup>	per EBU	\$83.17	\$83.16
Zone 02 <sup>1,2</sup>	per EBU	\$428.39	\$428.38
Zone 03 <sup>1,2</sup>	per EBU	\$135.82	\$135.82
	per condo Tr 32142	\$60.18	\$60.18
	per condo Trs 32143/4	\$57.99	\$57.98
	per condo Tr 32145	\$33.92	\$33.92
	per condo Tr 32146	\$32.82	\$32.82
Zone 03A <sup>1,2</sup>	per EBU	\$72.23	\$72.22
Zone 04	per EBU	\$110.00	\$110.00
Zone 05 <sup>1,3</sup>	per EBU	\$426.81	\$150.00
Zone 06 <sup>1,3</sup>	per EBU	\$298.86	\$294.42
Zone 07 <sup>1,3</sup>	per EBU	\$358.02	\$170.10
Zone 08 <sup>1,3</sup>	per EBU	\$315.27	\$312.98
<sup>1</sup> Property owner authorized inflationary adjustment; proposed 0.73% adjustment to Max Rate for FY 2015/16.			
<sup>2</sup> Riverside County requires fixed charges (i.e. assessments) to be even numbers.			
<sup>3</sup> Surplus fund balances used to lower the applied rate.			

Adoption of the proposed Resolutions will initiate proceedings for the annual levy of assessments for LMD 2014-02, approve the preliminary Report, and declare the intent to levy assessments on the FY 2015/16 property tax bills and set 6:00 p.m. on June 9, 2015 as the date of the Public Hearing. After the close of the Public Hearing and provided there is not a majority protest, the CSD Board may approve the recommended annual property tax assessments for LMD 2014-02.

## **ALTERNATIVES**

1. **Adopt the proposed Resolutions to 1) initiate proceedings for the annual levy of assessments, 2) approve the Report, and 3) declare intent to levy assessments for FY 2015/16 and set the Public Hearing date for June 9, 2015 for LMD 2014-02.** *This alternative is consistent with the annual requirements outlined in the 1972 Act to apply assessments to the annual property tax bill.*
2. **Do not adopt the proposed Resolutions to 1) initiate proceedings for the annual levy of assessments, 2) approve the Report, and 3) declare intent to levy assessments for FY 2015/16 and set the Public Hearing date for June 9, 2015 for LMD 2014-02.** *This alternative is contrary with the annual requirements outlined in the 1972 Act and will not advance steps to authorize the CSD to levy the annual assessments on the property tax bill for LMD 2014-02.*
3. **Do not adopt the proposed Resolutions to 1) initiate proceedings for the annual levy of assessments, 2) approve the Report, and 3) declare intent to levy assessments for FY 2015/16 and set the Public Hearing date for June 9, 2015 for LMD 2014-02 but rather continue the item to a future Council meeting.** *This alternative may delay the approval process required by the 1972 Act to levy the annual assessments on the property tax bill for LMD 2014-02.*

## **FISCAL IMPACT**

For FY 2015/16, the total projected expenses for the District is \$2,459,832. Of this amount, \$2,033,482 is anticipated to be received from the property assessments. The balance is anticipated to be funded from other revenue sources to the District (e.g. interest income), fund balance, and the General Fund. The General Fund contribution is made up of the General Benefit Cost of \$176,040, General Fund maintained area cost of \$13,910, and the General Fund contribution for non-assessed parcels of \$25,702, totaling \$215,652 for the benefit of this District. A breakdown of these costs can be found on page 16 of the Report (Attachment 5). Funds received for the benefit of each Zone within the District are restricted for use only to fund the operation of that Zone.

The Report recommends setting the maximum assessment rates by applying the inflationary adjustment (0.73% for FY 2015/16) to the FY 2014/15 maximum assessment rate, if previously approved by the property owners and setting the applied assessment rates based on the individual financial analysis completed for each Zone. The maximum and applied assessment rates for each Zone can be found in the table on page 4 of this report.

Third party costs associated with the preparation of the Report and annual levy approval process for LMD 2014-02 are projected not to exceed \$8,700. Third party services include an assessment engineer consultant, special legal counsel, and publication of a legal notice. These costs have been budgeted within the LMD 2014-02 fund, 5014.30.79.25721.

**NOTIFICATION**

The proposed assessments were reviewed by the Finance Subcommittee during its May 11, 2015 meeting. The May 11<sup>th</sup> Finance Subcommittee meeting and tonight’s City Council/CSD Board agenda also provided notice. The proposed assessment roll for the District has been posted on the Special Districts - Special Financing Districts page on the City’s website ([www.moval.org/sd](http://www.moval.org/sd)). Additionally, the Public Hearing notice is scheduled to be published in the Press-Enterprise on Thursday, May 21<sup>st</sup> in compliance with Streets & Hwys Code Section 22626(a).

**PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel  
Special Districts Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer/City Treasurer

**CITY COUNCIL GOALS**

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

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

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

**ATTACHMENTS**

- 1. Resolution 2015-10\_CSD
- 2. Resolution 2015-11\_CSD
- 3. Resolution 2015-12\_CSD
- 4. LMD 2014-02 Maps
- 5. LMD No 2014-02 FY 15-16 Engineers Report

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/15 6:00 PM
City Attorney Approval	<u>✓ Approved</u>	5/19/15 3:15 PM
City Manager Approval	<u>✓ Approved</u>	5/19/15 5:25 PM

## RESOLUTION NO. CSD 2015-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY THE FISCAL YEAR 2015/16 ASSESSMENT AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-09, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Landscape Maintenance District 2014-02 (the "Assessment District") to fund landscape maintenance services through the levy of an annual assessment against real property; and

WHEREAS, the Board of Directors desires to initiate proceedings to levy the assessment in connection with the Assessment District for Fiscal Year 2015/16.

NOW, THEREFORE, 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.
2. Initiation of Proceedings. Pursuant to Section 22622, the Board of Directors hereby initiates proceedings for the Fiscal Year 2015/16 levy of the annual assessment in connection with the Assessment District.
3. Direction to Engineer. Willdan Financial Services, as assessment engineer, is hereby directed to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to the Fiscal Year 2015/16 levy in connection with the Assessment District. The improvements associated with the Assessment District are substantially the same improvements as in Fiscal Year 2014/15.
4. Effective Date. This Resolution shall be effective immediately upon adoption.

1  
Resolution No. CSD 2015-10  
Date Adopted: May 26, 2015

- 5. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
 Resolution No. CSD 2015-10  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-10\_CSD [Revision 1] (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-10 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2015-10<sup>3</sup>  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-10\_CSD [Revision 1] (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

## RESOLUTION NO. CSD 2015-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN ENGINEER'S REPORT IN CONNECTION WITH THE 2015/16 ASSESSMENT AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-09 adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 (the "Assessment District") to fund landscape maintenance services through the levy of an annual assessment against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy the Fiscal Year 2015/16 assessment against real property in the Assessment District and directed Willdan Financial Services, as assessment engineer, (the "Assessment Engineer") to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the Assessment Engineer has prepared and filed with the Secretary of the CSD a report entitled "Moreno Valley Community Services District Landscape Maintenance District No. 2014-02, 2015/2016 Engineer's Report" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, the Board of Directors now desires to approve the Report.

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

1  
Resolution No. CSD 2015-11  
Date Adopted: May 26, 2015



1. Recitals. The above recitals are all true and correct.
2. Approval of Report. The Board of Directors hereby approves the Report as filed.
3. Effective Date. This Resolution shall be effective immediately upon adoption.
4. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 26th day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
 Resolution No. CSD 2015-11  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-11\_CSD [Revision 1] (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-11 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2015-11<sup>3</sup>  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-11\_CSD [Revision 1] (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

## RESOLUTION NO. CSD 2015-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO LEVY THE FISCAL YEAR 2015/16 ASSESSMENT AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-09, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 (the "Assessment District") to fund landscape maintenance services through the levy of an annual assessment against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy the Fiscal Year 2015/16 assessment against real property in the Assessment District and directed Willdan Financial Services, as assessment engineer, (the "Assessment Engineer") to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the Assessment Engineer has prepared and filed with the Secretary of the CSD a report entitled "Moreno Valley Community Services District Landscape Maintenance District No. 2014-02, 2015/2016 Engineer's Report" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by prior resolution, the Board of Directors approved the Report as filed; and

1  
Resolution No. CSD 2015-12  
Date Adopted: May 26, 2015

WHEREAS, the Board of Directors desires to declare its intention to levy the Fiscal Year 2015/16 assessment as described in the Report.

NOW, THEREFORE, 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.
2. Declaration of Intent. The Board of Directors hereby declares its intention to levy and collect the Fiscal Year 2015/16 assessment in connection with the Assessment District.
3. Name of Assessment District. The Assessment District is designated "Moreno Valley Community Services District Landscape Maintenance District No. 2014-02."
4. Boundaries of the Assessment District. The Assessment District includes all territory within the CSD that has been included within the Boundaries of the Assessment District.
5. Description of Improvements. The Assessment District will fund the maintenance of landscaping improvements.
6. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the landscaping improvements to be maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District and the zones therein; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for Fiscal Year 2015/16.
7. Public Hearing. On June 9, 2015 at 6:00 PM or as soon thereafter as practical, in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553, the Board of Directors shall hold a full and fair public hearing on the question of the levy of the proposed assessment for Fiscal Year 2015/16 (the "Hearing"). At the Hearing, the Board of Directors will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.
9. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior

2

Resolution No. CSD 2015-12  
Date Adopted: May 26, 2015

to the conclusion of the Hearing, file a written protest with the Secretary of the CSD (the City Clerk of the City of Moreno Valley) or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.

- 10. No Increase. Aside from the implementation of previously adopted annual inflation adjustments, as described in the Report, the assessment rate is not proposed to increase from the rate levied in Fiscal Year 2014/15.
- 11. Effective Date. This Resolution shall be effective immediately upon adoption.
- 12. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

3  
 Resolution No. CSD 2015-12  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-12\_CSD [Revision 2] (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-12 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

4  
Resolution No. CSD 2015-12  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-12\_CSD [Revision 2] (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 01 (TownGate)



- Landscaped Parkway
- Landscaped Median
- Zone 01 Parcels

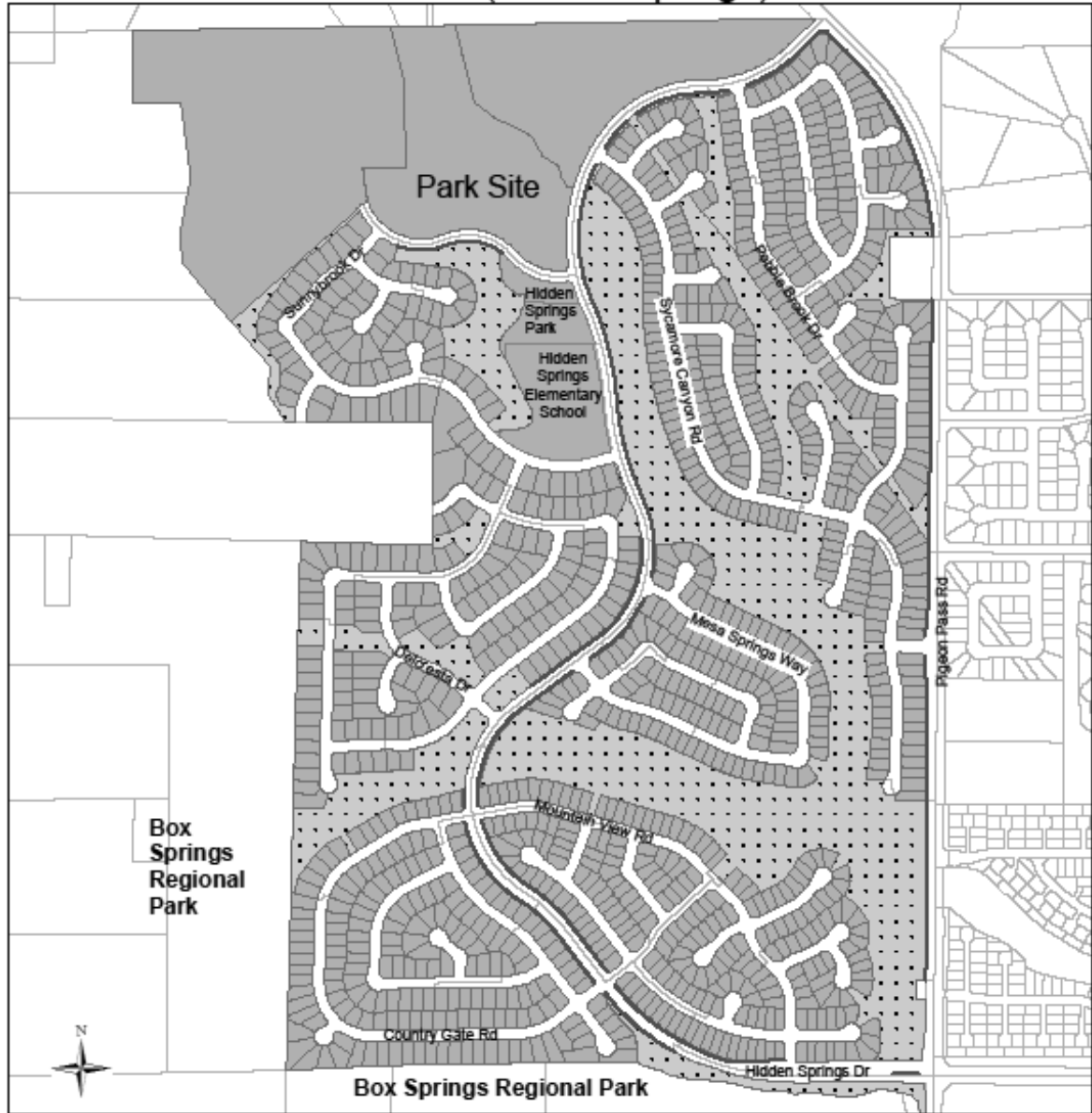
### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 01A (Renaissance Park)



- Landscaped Parkway
- Landscaped Median
- Zone 01A Parcels

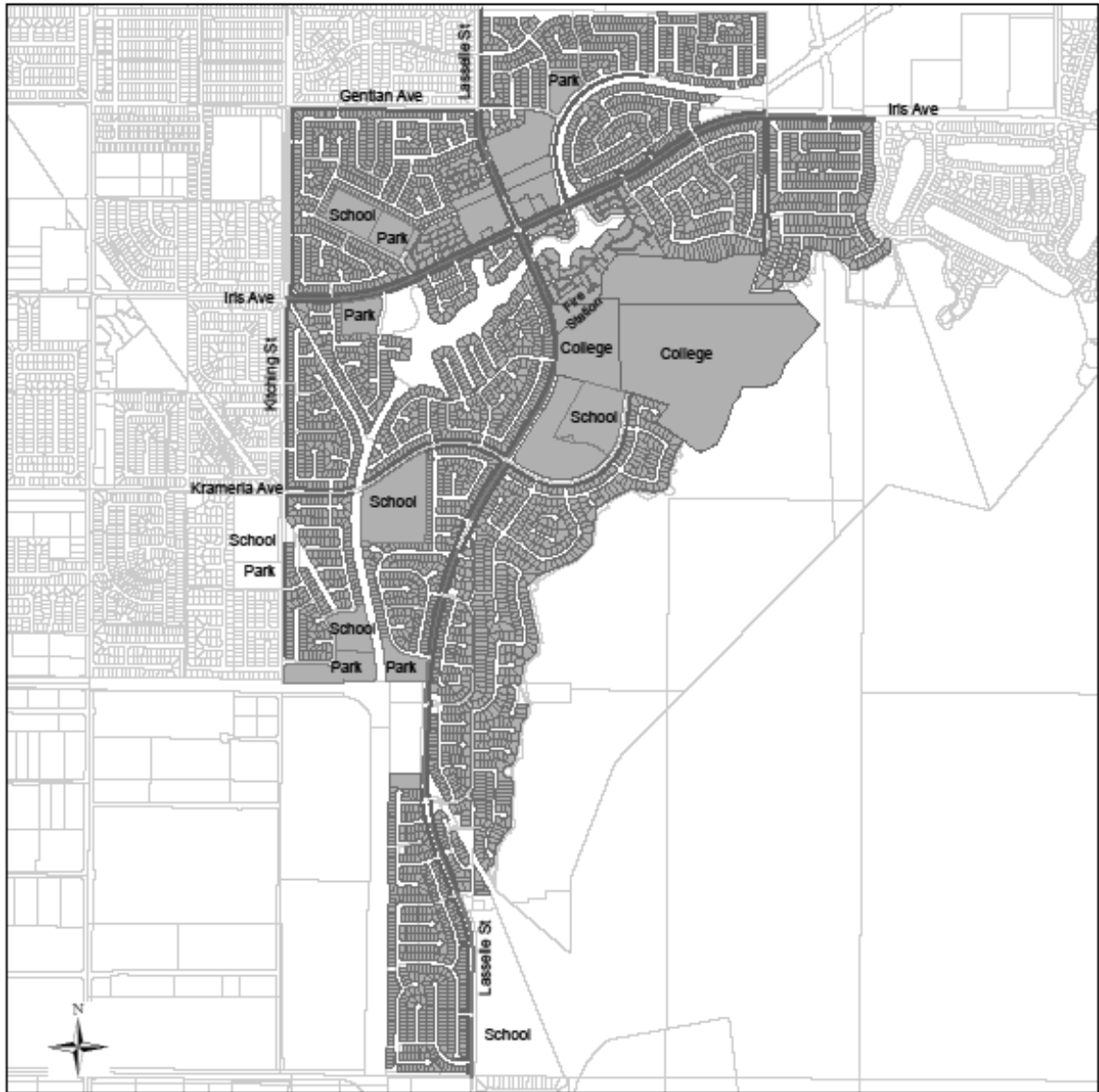





### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 02 (Hidden Springs)



- Park
- Landscaped Parkway
- Zone 02 Parcels
- Landscaped Open Space
- Hidden Springs

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03 (Moreno Valley Ranch - West)



-  Landscaped Parkway
-  Landscaped Medians
-  Zone 03 Parcels

# Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03A (Lasselle Powerline Parkway)



- Landscaped Parkway
- Zone 03A Parcels

# Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 04 (Moreno Valley Ranch - East)



- Landscaped Parkway
- Landscaped Medians
- Drainage Area
- Zone 04 Parcels

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 05 (Stoneridge Ranch)








- Landscaped Parkway
- Landscaped Median
- Zone 05 Parcels



# Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 07 (Celebration)



-  General Fund Maintained
-  Landscaped Parkway
-  Landscaped Median
-  Future Flood Control Channel Extension
-  Zone 07 Parcels

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 08 (Shadow Mountain)



- Landscaped Parkway
- Landscaped Median
- Zone 08 Parcels





# Moreno Valley Community Services District

## Landscape Maintenance District No. 2014-02

2015/2016 ENGINEER'S REPORT

Intent Meeting: May 26, 2015

Public Hearing: June 9, 2015

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
14177 FREDERICK STREET  
MORENO VALLEY, CA 92553

(951) 413-3480

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)



# ANNUAL ENGINEER'S REPORT STATEMENT

Fiscal Year 2015/16

**Moreno Valley Community Services District**

**Landscape Maintenance District No. 2014-02**

As part of the Resolution of Intention packet presented for the consideration of the Moreno Valley Community Services District Board of Directors, this Report describes the proposed Assessments to be levied on parcels within the Landscape Maintenance District 2014-02 for fiscal year 2015/16, including the budget and basis of the assessments. Reference is hereby made to the Riverside County Assessor's Maps for a detailed description of the lines and dimensions of parcels subject to the proposed assessment. The undersigned respectfully submits the enclosed Report as directed by the Moreno Valley Community Services District Board of Directors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Willdan Financial Services

Assessment Engineer

On Behalf of the Moreno Valley Community Services District

By: \_\_\_\_\_

Jim McGuire, Principal Consultant

By: \_\_\_\_\_

Richard Kopecky

R. C. E. # 16742

Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN

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## INTRODUCTION

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The Moreno Valley Community Services District (“CSD”) was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) (“CSD Law”) in 1984 at the time of the incorporation of the City of Moreno Valley. The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City’s incorporation, the territory that would become the City of Moreno Valley was an unincorporated territory of Riverside County. The County had created County Service Areas to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the City of Moreno Valley could be transitioned from CSAs governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone E of the CSD was established in 1987 to fund landscape maintenance services in certain geographical and development areas of the City. Zone E was comprised of a number of subzones (i.e. Zone E-1, Zone E-3A, etc), each of which funded specific landscape improvements associated with the subdivision (or parts of subdivisions) that comprised the zones.

In November, 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California. Although referred by the CSD as “charges”, the charges imposed by Zone E of the CSD were categorized under Proposition 218 as real-property assessments.

Since the adoption of Proposition 218, the CSD has conducted mail ballot protest proceedings pursuant to Article XIII D, Section 4(e) of the Constitution with respect to the CSD charges which included an automatic annual inflation adjustment. Those mail ballot protest proceedings were successful for each of the Zones with the exception of CSD Zone E-4 and corresponding Zone assessments identified in this Report reflect those previously approved charges and automatic annual inflation adjustment. The assessment established for Zone 04 (previously CSD Zone E-4 charge) exclusively funds street landscaping, predates Proposition 218, and pursuant to Article XIII D, Section 5 of the Constitution is not required to be approved at a mail ballot proceeding so long as the rate of the assessment/charge is not increased.<sup>1</sup> The mail ballot proceedings proposed assessment rates along with an automatic annual inflation adjustment. Therefore, except for the Zone E-4 charge, each of the charges discussed in this report is automatically adjusted for inflation each year.

---

<sup>1</sup> CSD Zone E-4 was annexed to the CSD in fiscal year 1988/1989 prior to Proposition 218 and the charge per single family residential property was originally established at \$182.00 with non-residential properties being charged four times that amount per acre. Subsequently, that \$182.00 rate was reduced over the next several years to \$110.00 at the time Proposition 218 was enacted. Pursuant to the exemption provisions of Proposition 218, the \$110.00 rate, was grandfathered as the Zone charge in fiscal year 1997/98 and although these property owners have subsequently been balloted for an increased charge, those proposed increases (the last being balloted in June 2011) have not been approved by the property owners.

In May 2014, the Moreno Valley Community Services District, formed Landscape Maintenance District No. 2014-02 ("District"), pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 *et seq.*) (the "1972 Act") replacing the previous CSD Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15, and E-16. Parcels that had been charged an annual CSD Zone E charge for landscape maintenance services are instead assessed an annual assessment for those services as part of Landscape Maintenance District No. 2014-02 as real property assessments. This transition did not increase the amount paid annually by any property owner and did not change the nature or extent of the landscape maintenance services provided. The assessments levied in connection with this assessment district in every way serve as a continuation of the charges levied in connection with CSD Zone E for the ongoing maintenance, servicing, and operation of local landscaping improvements previously established and maintained in CSD Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15, and E-16.

Each fiscal year, an Engineer's Report ("Report") shall be prepared and presented to the CSD Board describing the District, any changes to the District or improvements, and the proposed budget and assessments for that fiscal year. The CSD Board shall hold a public hearing regarding these matters prior to approving and ordering the proposed levy of assessments for that fiscal year and such public hearing shall be noticed pursuant to the 1972 Act if new or increased assessments are not proposed. If in any year, the proposed annual assessments for the District exceed the maximum assessments described herein, such an assessment would be considered a new or increased assessment and must be confirmed through mailed property owner protest ballot proceeding before that new or increased assessment may be imposed.

This Report shall serve as the detailed engineer's report for fiscal year 2015/16 regarding Landscape Maintenance District No. 2014-02 and the proposed assessments to be levied on the properties therein to provide ongoing funding for the costs and expenses required to service and maintain the landscaping improvements associated with and resulting from the development of properties within the District, in accordance with the proportional special benefits the properties will receive from the improvements.

The improvements, the method of apportionment, and special benefit assessments described in this Report are based on the improvements and development of properties within the District and represent an estimate of the direct expenditures and incidental expenses that will be necessary to maintain, service, and operate such improvements for fiscal year 2015/16. The improvements installed in connection with the development of properties within the District and to be maintained as described herein, are based on the development plans and specifications for the properties and developments within the District and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Riverside County Assessor's Office. The Riverside County Auditor/Controller uses Assessor's Parcel Numbers and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

This Report consists of five (5) parts:

## Part I

**Plans and Specifications:** A description of the District boundaries and the proposed improvements associated with the District. The District has ten zones of benefit (hereafter referred to as “Zones”), which are described in more detail in this section of the Report as well as Part II (Method of Apportionment). A diagram showing the exterior boundaries of the District and the Zones established therein is attached and incorporated herein under Part IV (District Diagrams). The specific plans for the landscape improvements are on file in the Office of Financial and Management Services Department, Special Districts Division. The City is concurrently conducting proceedings for the annexation of additional territory to the District (future Zone 09).

## Part II

**Method of Apportionment:** A discussion of the general and special benefits associated with the overall local landscaping improvements provided within the District (Proposition 218 Benefit Analysis). This Part also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property’s proportional special benefit and annual assessment utilizing a weighted benefit of apportionment known as an Equivalent Benefit Unit.

## Part III

**Estimate of Improvement Costs:** An estimate of the annual funding required for the annual maintenance, servicing, and operation of landscape improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District. The budget identifies an estimate of anticipated annual expenses to service, maintain, and operate existing landscape improvements within the District for fiscal year 2015/16 including, but not limited to, servicing of those improvements and related facilities, utility costs, and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum assessment rate for each Zone of the District and the associated assessment range formula (inflationary adjust) as applicable.

## Part IV

**District Diagrams:** Diagrams showing the boundaries of the Zones, which collectively represent the boundaries of the District, are provided in this Report and these diagrams identify all parcels that receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Riverside County Assessor’s Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments, or parcel changes therein. Reference is hereby made to the Riverside County Assessor’s maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

**Part V**

**Assessment Roll:** A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel’s calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rate established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for fiscal year 2015/16.

Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN

## ***PART I - PLANS AND SPECIFICATIONS***

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### **DESCRIPTION OF THE DISTRICT**

The territory within this District consists of all lots and parcels of land that receive special benefits from the landscaping improvements maintained and funded by the District assessments. The boundaries of the District consist of benefit zones ("Zones"), each of which is associated with a set of landscape improvements. Each parcel within the District is assigned to each zone that funds landscape maintenance services that specially benefit the parcel. Two zones (Zone 01A and 03A) are comprised solely of a subset of the parcels in a larger zone (Zones 01 and 03 respectively). Thus all parcels in Zone 01A are also a part of Zone 01 and all parcels in Zone 03A are also a part of Zone 03. These overlapping districts exist because, for example, the landscaping improvements associated with Zone 01 provides special benefit to each parcel in Zone 01 (including Zone 01A parcels) but the landscaping improvements associated with Zone 01A provides special benefit to only the Zone 01A parcels.

These ten Zones within the District and the benefits associated with the properties therein are described in more detail in Part II (Method of Apportionment) of this Report. In addition the District Diagrams found in Part IV of this Report provide visual representations of the District showing the boundaries of the Zones and the improvement areas being maintained.

### **DISTRICT FACILITIES AND IMPROVEMENTS**

The landscape improvements maintained for each Zone are local landscaping improvements that were installed in connection with the development of the parcels comprising each respective Zone. These landscaping improvements are an integral part of the subdivisions and development for which they were installed, creating a green amenity and aesthetically pleasing enhancement to the parcels served by the landscaping. In most cases, the landscaping improvements were a condition of development of the parcels in the Zone, and the properties within the Zone could not have been developed if the landscaping were not included. Improvements for each Zone are either located within the subdivision or along the entry path to the residential subdivisions or non-residential developments.

Collectively within the ten Zones, there is approximately 3,812,887 square feet of landscaped area, 3,308,802 square feet of open space, and 7,725 trees to be maintained and funded in part by the District assessments. The District Diagrams found in Part IV of this Report provide visual representations of the District, showing the boundaries of the Zones and the improvement areas being maintained. Detailed plans identifying the location and extent of the District's landscape improvements and maps of those Zones and improvement areas are on file in the Office of Financial and Management Services Department, Special Districts Division, and by reference these plans and maps are made part of this Report.

The maintenance, operation, and servicing of the District landscape improvements include the furnishing of labor, materials, equipment, and utilities for the ordinary and usual maintenance, operation, and servicing of the landscaped areas within the public right-of-ways, easements, and open space areas dedicated to the City as part of the development of properties within each Zone of the District.



The various landscape improvements associated with each Zone include combinations of landscape amenities such as turf ground cover, plants, shrubs, trees, and associated appurtenant facilities including, but not limited to irrigation and drainage systems, various types of groundcover, stamped concrete, and entry monuments that may be maintained in whole or in part as part of the landscape improvements depending on available funding.

The following is a brief description and summary of the landscaped areas associate with each local landscaping Zone to be included in the District. A visual depiction of the location and extent of the landscape improvement areas and Zone boundaries are provided on the District Diagrams provided in Part IV of this Report.

## ZONES

### *Local Landscaping Zone 01 (TownGate)*

The properties within Zone 01 receive special benefits from landscaped parkways and medians within the TownGate area, which is bordered by Day Street on the west, Cottonwood Avenue, Dracaea Avenue, and Eucalyptus Avenue on the south, Elsworth Street and Frederick Street on the east, and State Highway 60 on the north. The Zone improvements are currently maintained at a reduced level of service (12-week rotation) due to funding. The overall improvements include approximately 442,702 square feet of landscaped area and 2,086 trees.

### *Local Landscaping Zone 01A (Renaissance Park)*

The properties within Zone 01A receive special benefits from landscaped parkways and medians within the TownGate area along with other parcels in Zone 01, but in addition, receive special benefits from parkway landscaping and entry statement medians on the internal neighborhood streets (Dracaea Avenue and Arbor Park Lane) that connect the various residential developments in this area. The Renaissance Park area is bordered by Day Street on the west, Cottonwood Avenue on the south, Elsworth Street on the east, and Eucalyptus Avenue on the north. The Zone improvements are currently maintained at a reduced level of service (12-week rotation) due to funding. The overall improvements include approximately 72,655 square feet of landscaped area and 201 trees.

### *Local Landscaping Zone 02 (Hidden Springs)*

The properties within Zone 02 receive special benefits from parkway landscaping along Hidden Springs Drive, and the west side of Pigeon Pass Road bordering the Hidden Springs community, as well as maintenance of open space areas throughout the community. The Zone parkway improvements are currently maintained at a standard level of service (4-week rotation) and the open space improvements at a limited level of service due to funding. The overall improvements include approximately 265,280 square feet of landscaped area, 3,308,802 square feet of Open Space area, and 3,237 trees.

### *Local Landscaping Zone 03 (Moreno Valley Ranch - West)*

The properties within Zone 03 receive special benefits from parkway and median landscaping generally surrounding the Moreno Valley Ranch area, bordered by Kitching Street on the west,

Gentian Avenue and Casa Encantador Road on the north, and generally the City boundary to the east and south. The Zone improvements are currently maintained at a modified reduced level of service (8-week rotation) due to funding. The overall improvements include approximately 1,203,019 square feet of landscaped area and 2,540 trees.

*Local Landscaping Zone 03A (Lasselle Powerline Parkway)*

The properties within Zone 03A receive special benefits from landscaped parkways and medians within the Moreno Valley Ranch - West area along with other parcels in Zone 03, but in addition, receive special benefits from parkway landscaping on the internal neighborhood streets along portions of Withers Way, Via Xavier, Cremello Way, Cavalcade Drive, and Kentucky Derby Drive. The Zone improvements are currently maintained at a modified reduced level of service (8-week rotation) due to funding. The overall improvements include approximately 71,022 square feet of landscaped area and 89 trees.

*Local Landscaping Zone 04 (Moreno Valley Ranch - East)*

The properties within Zone 04 receive special benefits from parkway and median landscaping generally surrounding the developments bordered by Hammett Court, Oliver Street, and Moreno Beach Drive to the west, Iris Avenue, John F. Kennedy Drive, and Cactus Avenue to the north, and generally the City boundary to the east and south. The Zone improvements are currently maintained at a reduced level of service (12-week rotation) due to funding. The overall improvements include approximately 1,236,727 square feet of landscaped area and 1,796 trees.

*Local Landscaping Zone 05 (Stoneridge Ranch)*

The properties within Zone 05 receive special benefits from parkway and median landscaping generally surrounding the Stoneridge Ranch residential neighborhood, bordered by Nason Street on the west, Dracaea Avenue on the south, Eucalyptus Avenue on the east and Fir Avenue on the north. The Zone improvements are currently maintained at a standard level of service (4-week rotation). The overall improvements include approximately 164,500 square feet of landscaped area and 202 trees.

*Local Landscaping Zone 06 (Mahogany Fields)*

The properties within Zone 06 receive special benefits from parkway and median landscaping generally located within the Mahogany Fields community along Alessandro Boulevard, Morrison Street, and Cottonwood Avenue. The Zone improvements are currently maintained at a standard level of service (4-week rotation). The overall improvements include approximately 178,792 square feet of landscaped area and 345 trees.

*Local Landscaping Zone 07 (Celebration)*

The properties within Zone 07 receive special benefits from parkway and median landscaping generally located within the Celebration community along Nason Street, Cactus Avenue, and Oliver Street. The Zone improvements are currently maintained at a standard level of service

(4-week rotation). The overall improvements include approximately 60,919 square feet of landscaped area and 121 trees.

*Local Landscaping Zone 08 (Shadow Mountain)*

The properties within Zone 08 receive special benefits from parkway and median landscaping generally surrounding the Shadow Mountain residential neighborhood, bordered by Pigeon Pass Road on the west, Sunnymead Ranch Parkway on the south, Espada Creek Road on the east, and Lawless Road on the north. The Zone improvements are currently maintained at a standard level of service (4-week rotation). The overall improvements include approximately 118,002 square feet of landscaped area and 154 trees.

## PART II - METHOD OF APPORTIONMENT

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The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

Section 22574 provides for zones as follows:

*“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”*

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

### PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for fiscal year 2015/16 have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscape improvements and related amenities that were installed in connection with the development of the properties or would otherwise be required for the development of properties within each respective Zone of the District. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIID Section 2d defines District as follows:

*“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;*

Article XIID Section 2i defines Special Benefit as follows:

*“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”*

Article XIID Section 4a defines proportional special benefit assessments as follows:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

## **BENEFIT ANALYSIS**

### **Special Benefit**

The ongoing maintenance of local public landscaped areas within the District provides aesthetic benefits to the properties within each respective Zone and provides a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding developments for which the improvements were constructed and installed. These improvements are an integral part of the physical environment of parcels in associated Zones, and if the improvements were not properly maintained, it is these parcels that would be aesthetically burdened. In addition, the street landscaping in these Zones serve as both a physical buffer as well as a sound reduction or buffer between the roadways and the properties in the District and the open spaces, where applicable, provide a physical buffer and openness between properties. Furthermore, open spaces serve as an extension of the recreational features of parcels, such as their front or rear yards, and entry landscaping serves as a pleasant aesthetic amenity that enhances the approach to the parcels. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties and developments within each Zone.

### **General Benefit**

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements are local improvements that were installed in connection with the development of properties in each respective Zone or are improvements that would otherwise be shared by and required for the future development of properties in those Zones. It is also evident that the maintenance these improvements and the level of maintenance provided only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Zone.

In the absence of a special funding Zone, the City would typically provide only weed abatement and erosion control services for landscaped areas. These services would typically be provided twice annually. This level of service provides for public safety and avoids negative impacts on adjacent roadways and vehicles traveling on those roadways, but results in a far less visually

pleasing environment than is created with the enhanced levels of services associated with the District. The cost to provide the baseline level of service is approximately \$0.02015 per square foot per servicing for streetscape areas and \$0.01007 per square foot per servicing for open space areas that require maintenance. Those portions of open space area identified as “Paseos” (natural vegetation areas) the baseline level of service is approximately \$0.00252 per square foot per servicing. The calculation of weed abatement and erosion control services costs accounts for the square footage of these areas. Since the baseline services, unlike the enhanced aesthetic services, provide substantial benefits to the general public and to the neighborhoods outside of the benefit zones, the cost of providing this baseline service is treated as the cost of general benefits from landscape maintenance services. Utilizing these per square foot costs and the square footages of the improvement areas in each Zone, the following table summarizes the current estimated general benefit costs calculated for each District Zone:

**Fiscal Year 2015/16 Estimated General Benefit Costs**

<b>Zone</b>	<b>General Benefit Cost <sup>(1)</sup></b>	<b>Zone</b>	<b>General Benefit Cost <sup>(1)</sup></b>
Zone 01	\$18,315	Zone 04	\$49,830
Zone 01A	\$2,925	Zone 05	\$6,630
Zone 02	\$32,700	Zone 06	\$6,815
Zone 03	\$48,470	Zone 07	\$2,455
Zone 03A	\$2,860	Zone 08	\$5,040

<sup>(1)</sup> The General Benefit Costs presented in the table above have been rounded to the nearest five dollars and are reflected in the budgets for each Zone. As with most landscape maintenance costs, these General Benefit Costs are impacted by inflation and as such the General Benefit Cost contributions are adjusted annually for inflation.

### General Fund Maintained Areas

The following improvements are excluded from assessment funding and instead funded from other sources. These particular improvement areas are identified on the District Diagrams provided in Part IV of this Report as “General Fund Maintained” improvements and include the improvements in the following Zones:

The 31,000 square feet of planter area and 8 trees in the greenbelt drainage area south of Iris Avenue and west of Turnberry Street previously included in CSD Zone E-4A (Daybreak) will be maintained and funded by other general fund revenues and not included in the assessments for Zone 04. These improvements constitute all the landscaped areas previously in CSD E-4A.

The 2,230 square feet of parkway planter area on the east side of Nason Street north of Damascus Road that was previously included in CSD Zone E-15 (Celebration), will be maintained and funded by other general fund revenues and not included in the assessments for Zone 07.

### ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

#### Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property’s proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of Equivalent Benefit Units (EBUs) based on its land use as of March 1st, preceding the fiscal year addressed herein. One EBU is defined as the special benefit allocable to a single family home (basic EBU). In each case, a parcel is only allocated EBUs if the landscaping serving the Zone has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

**Single Family Residential** — This land use is defined as a fully subdivided single family residential home site with or without a structure. As previously noted, the single family residential parcel has been selected as the basic EBU for calculation of assessments and each single-family residential home site is assigned 1.0 Equivalent Benefit Unit (1.0 EBU per lot or parcel).

**Condominium Residential** — This land use is defined as a fully subdivided condominium residential unit assigned its own Assessor’s Parcel Number by the County. EBUs are assigned to these parcels by multiplying the overall acreage of the condominium development by 4 (the typical number of single family homes in an acre of typical development), and then dividing the result by the number of condominium units/parcels in the development.

**Multi-Family Residential and Mobile Home Park** — This land use classification identifies properties that are used for residential purposes and contain more than one residential unit. The proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre.

**Developed Non-Residential** — This classification includes developed properties including parking lots that are identified or zoned for commercial, industrial, or other non-residential use including offices, hotels, recreational facilities (excluding parks), and institutional facilities including, hospitals, churches or facilities utilized by other non-profit organizations, whether those facilities are publicly owned (non-taxable) or privately owned. Like Multi-Family Residential and Mobile Home Park properties the proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre.

**Planned Residential Development** — This land use is defined as a property that is currently consider vacant or undeveloped land, but for which the number of residential lots to be developed on the property is known or has been approved. These properties benefit from the existing Zone improvements, but may as part of their development install additional landscape improvements to be maintained either solely by the development or as part of the District improvements depending on the location and extent of those improvements. The proportional special benefit and EBU for these parcels is based on the planned residential units for the parcel, at 0.50 EBU per planned unit (50% of the basic EBU unit for a single family residential parcel).

**Undeveloped/Vacant Property** — This land use is defined as a parcel that is currently consider vacant or undeveloped land that can be developed, but for which the use and/or development of the property has not been fully determined. These parcels are assigned a proportional EBU that is based on 50% of the proportional benefit established for a developed property in the District. The proportional special benefit and EBU for these parcels is based on acreage, at 2.0 EBUs per acre.

**Special Case Property** — In some Zones there may be one or more properties that the standard land use classifications identified above do not accurately identify the use and special benefit received from the improvements and/or it has been determined that the property receives special benefit, but has not been previously assessed for various reasons. Properties that are typically classified as Special Case properties usually involve some type of development or land restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a small percentage of the parcel's total acreage can actually be developed. In such a case, the net usable acreage of the parcel rather than the gross acreage of the parcel may be applied to calculate the parcel's proportional special benefit. In addition, in certain Zones there are a few parcels that have been identified as properties that receive special benefit from the Zone improvements, but likely because of their ownership or tax status (government or non-profit owned properties) these parcels were not previously levied the annual assessment. The proportional special benefit and proposed assessment for each of these parcels is calculated along with all other properties in the Zone, but rather than ballot these properties for a new or increased assessment at this time, the agency will make an off-setting contribution to the Zone that is equal to the assessment amount these Non-Assessed parcels would otherwise have been assessed.

**Exempt** — means a lot, parcel of land, or Assessor's Parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets, and other roadways; and public easements or right-of-ways including landscaped parkways or easements; and utility right-of-ways or easements such as



irrigation or drainage ditches, channels or basins, and flood plains. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for the improvements. (These types of properties may or may not be assigned an Assessor's Parcel Number by the County).

Also exempt from assessment are Assessor's Parcels that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel. Based on the improvements maintained in this District it has been determined that public schools, public parks, golf courses, and open space areas provide landscape amenities that are available to the public or are similar in nature to the improvements of a Zone and any benefit these properties may derive from the Zone improvements are more than off-set by the public benefit they provide to properties in the Zone.

Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN

## ***PART III - ESTIMATE OF COSTS***

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### **CALCULATION OF ASSESSMENTS**

An assessment amount per EBU in each Zone is calculated by:

Taking the “Total Annual Expenses” (Total budgeted costs) and subtracting the “Total General Benefit Contribution”, to establish the “Special Benefit Costs”;

***Total Amount Budgeted – Total General Benefit Contribution = Special Benefit Costs***

To the resulting “Special Benefit Costs”, various “Benefit Cost Adjustments” are applied that may include:

- “Fund Balance Transfer/Reduction”, represents the amount of available Fund Balance being applied to pay a portion of the Special Benefit Costs for the fiscal year.
- “Additional Agency Contribution”, which is a contribution of funds from other revenue sources available to the CSD to reduce the amount to be levied as Special Benefit Costs for this fiscal year. This contribution is in addition to the General Benefit Costs.

These adjustments to the Special Benefit Costs result in the “Net Special Benefit Assessment”;

***Special Benefit Costs +/- Benefit Cost Adjustments = Net Special Benefit Assessment***

The amount identified as the “Net Special Benefit Assessment” is divided by the total number of EBUs of parcels that benefit to establish the “Assessment Rate” or “Assessment per EBU” for the fiscal year. This Rate is then applied back to each parcel’s individual EBU to calculate the parcel’s proportionate special benefit and assessment for the improvements.

***Net Special Benefit Assessment / Total EBU = Assessment per EBU***

***Assessment per EBU x Parcel EBU = Parcel Assessment Amount***

## DISTRICT BUDGETS

The following budgets outline the estimated costs to maintain the improvements and the anticipated expenditures for each District Zone for fiscal year 2015/16.

Description	Total District Budget	Zone 01 TownGate	Zone 01A Renaissance Park	Zone 02 Hidden Springs
<b>Maintenance &amp; Operation (O&amp;M)</b>				
Total Maintenance Costs	\$ 1,681,541	\$ 190,917	\$ 35,872	\$ 313,975
Utilities	503,900	89,100	14,600	142,100
<b>Total O&amp;M Expenses</b>	<b>\$ 2,185,441</b>	<b>\$ 280,017</b>	<b>\$ 50,472</b>	<b>\$ 456,075</b>
<b>Incidental/Administrative Expenses</b>				
District Administration	\$ 231,405	\$ 23,141	\$ 5,970	\$ 45,147
County Fees	7,203	720	186	1,405
Miscellaneous Administration Expenses	35,783	3,578	923	6,981
<b>Total Incidental/Administrative Expenses</b>	<b>\$ 274,391</b>	<b>\$ 27,439</b>	<b>\$ 7,079</b>	<b>\$ 53,534</b>
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$2,459,832</b>	<b>\$ 307,456</b>	<b>\$ 57,551</b>	<b>\$ 509,609</b>
General Benefit Costs	\$ (176,040)	\$ (18,315)	\$ (2,925)	\$ (32,700)
General Fund Maintenance Area Costs	(13,910)	0	0	0
<b>Total General Benefit Contribution</b>	<b>\$ (189,950)</b>	<b>\$ (18,315)</b>	<b>\$ (2,925)</b>	<b>\$ (32,700)</b>
<b>SPECIAL BENEFIT COSTS</b>	<b>\$2,269,882</b>	<b>\$ 289,141</b>	<b>\$ 54,626</b>	<b>\$ 476,909</b>
<b>Benefit Cost Adjustments</b>				
Fund Balance Transfer/Reduction <sup>(1)</sup>	\$ (210,699)	\$ 7,523	\$ (8,306)	\$ 27,722
Additional Agency Contribution	0	0	0	0
<b>Total Contributions/Adjustments</b>	<b>\$ (210,699)</b>	<b>\$ 7,523</b>	<b>\$ (8,306)</b>	<b>\$ 27,722</b>
<b>NET SPECIAL BENEFIT ASSESSMENT</b>	<b>\$2,059,183</b>	<b>\$ 296,665</b>	<b>\$ 46,320</b>	<b>\$ 504,632</b>
<b>District Statistics</b>				
Total Parcels	11,291	1,186	557	1,157
Total Assessed Parcels	11,255	1,186	557	1,151
Total EBU		2,184.25	557.00	1,178.00
<b>Proposed Assessment per EBU (FY 2015/16)</b>		<b>\$135.82</b>	<b>\$83.16</b>	<b>\$428.38</b>
Maximum Assessment per EBU		\$135.82	\$83.17	\$428.39
EBU of Non-Assessed Parcels		5.00	0.00	0.00
Contribution for Non-Assessed Parcels <sup>(2)</sup>	(25,702)	(679)	0	0
<b>BALANCE TO LEVY</b>	<b>\$2,033,481</b>	<b>\$ 295,985</b>	<b>\$ 46,320</b>	<b>\$ 504,632</b>
<b>Reserve Fund/Fund Balance</b>				
<b>Beginning Fund Balance</b>	<b>\$ 3,575,432</b>	<b>\$ 314,606</b>	<b>\$ 90,266</b>	<b>\$ 503,644</b>
Assessment Revenues	2,033,480	295,985	46,320	504,632
Other Revenue <sup>(3)</sup>	233,479	21,115	3,324	35,372
Expenditures	(2,459,831)	(307,456)	(57,551)	(509,609)
<b>Ending Fund Balance</b>	<b>\$ 3,382,560</b>	<b>\$ 324,250</b>	<b>\$ 82,359</b>	<b>\$ 534,039</b>

(1) Additional funds applied to or required from available fund balance to cover Special Benefit Costs for the fiscal year.

(2) Agency Contribution for parcels that benefit, but have not historically been assessed (typically government owned properties).

(3) Other revenue includes interest income, unrealized gains/losses, reimbursement agreement, and general fund transfer.

The budget dollar amounts above are calculated to the penny, but are shown here as rounded amounts (nearest dollar). Any variance in the addition or subtraction of the amounts displayed above is due to this rounding.

Description	Zone 03 Moreno Valley Ranch West	Zone 03A Lasselle Powerline Parkway	Zone 04 Moreno Valley Ranch East
<b>Maintenance &amp; Operation (O&amp;M)</b>			
Total Maintenance Costs	\$ 482,030	\$ 27,962	\$ 300,722
Utilities	\$ 88,800	\$ 5,400	\$ 58,500
<b>Total O&amp;M Expenses</b>	<b>\$ 570,830</b>	<b>\$ 33,362</b>	<b>\$ 359,222</b>
<b>Incidental/Administrative Expenses</b>			
District Administration	\$ 69,722	\$ 5,345	\$ 55,861
County Fees	2,170	166	1,739
Miscellaneous Administration Expenses	10,781	827	8,638
<b>Total Incidental/Administrative Expenses</b>	<b>\$ 82,674</b>	<b>\$ 6,338</b>	<b>\$ 66,238</b>
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$ 653,504</b>	<b>\$ 39,701</b>	<b>\$ 425,460</b>
General Benefit Costs	\$ (48,470)	\$ (2,860)	\$ (49,830)
General Fund Maintenance Area Costs	\$ 0	\$ 0	\$ (13,410)
<b>Total General Benefit Contribution</b>	<b>\$ (48,470)</b>	<b>\$ (2,860)</b>	<b>\$ (63,240)</b>
<b>SPECIAL BENEFIT COSTS</b>	<b>\$ 605,034</b>	<b>\$ 36,841</b>	<b>\$ 362,220</b>
<b>Benefit Cost Adjustments</b>			
Fund Balance Transfer/Reduction <sup>(1)</sup>	\$ 5,207	\$ (3,114)	\$ (105,198)
Additional Agency Contribution	0	0	0
<b>Total Contributions/Adjustments</b>	<b>\$ 5,207</b>	<b>\$ (3,114)</b>	<b>\$ (105,198)</b>
<b>NET SPECIAL BENEFIT ASSESSMENT</b>	<b>\$ 610,241</b>	<b>\$ 33,727</b>	<b>\$ 257,022</b>
<b>District Statistics</b>			
Total Parcels	4,524	467	2,087
Total Assessed Parcels	4,512	467	2,071
Total EBU	4,493.01291	467.00000	2,336.56000
<b>Proposed Assessment per EBU (FY 2015/16)</b>	<b>\$135.82</b>	<b>\$72.22</b>	<b>\$110.00</b>
Maximum Assessment per EBU	\$135.82	\$72.23	\$110.00
EBU of Non-Assessed Parcels	120.48	0.00	78.72
Contribution for Non-Assessed Parcels <sup>(2)</sup>	(16,364)	0	(8,659)
<b>BALANCE TO LEVY</b>	<b>\$ 593,877</b>	<b>\$ 33,727</b>	<b>\$ 248,362</b>
<b>Reserve Fund/Fund Balance</b>			
<b>Beginning Fund Balance</b>	<b>\$ 704,330</b>	<b>\$ 61,662</b>	<b>\$ 587,463</b>
Assessment Revenues	593,877	33,727	248,362
Other Revenue <sup>(3)</sup>	68,707	3,150	74,780
Expenditures	(653,504)	(39,701)	(425,460)
<b>Ending Fund Balance</b>	<b>\$ 713,410</b>	<b>\$ 58,838</b>	<b>\$ 485,145</b>

(1) Additional funds required or applied from available fund balance to cover Special Benefit Costs for the fiscal year.

(2) Agency Contribution for parcels that benefit, but have not historically been assessed (typically government owned properties).

(3) Other revenue includes interest income, unrealized gains/losses, reimbursement agreement, and general fund transfer.

The budget dollar amounts above are calculated to the penny, but are shown here as rounded amounts (nearest dollar). Any variance in the addition or subtraction of the amounts displayed above is due to this rounding.

Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN

Description	Zone 05 Stoneridge Ranch	Zone 06 Mahogany Fields	Zone 07 Celebration	Zone 08 Shadow Mountain
<b>Maintenance &amp; Operation (O&amp;M)</b>				
Total Maintenance Costs	\$ 67,197	\$ 88,016	\$ 97,059	\$ 77,790
Utilities	\$ 28,200	\$ 47,100	\$ 14,400	\$ 15,700
<b>Total O&amp;M Expenses</b>	<b>\$ 95,397</b>	<b>\$ 135,116</b>	<b>\$ 111,459</b>	<b>\$ 93,490</b>
<b>Incidental/Administrative Expenses</b>				
District Administration	\$ 7,798	\$ 8,516	\$ 3,749	\$ 6,155
County Fees	243	265	117	192
Miscellaneous Administration Expenses	1,206	1,317	580	952
<b>Total Incidental/Administrative Expenses</b>	<b>\$ 9,247</b>	<b>\$ 10,098</b>	<b>\$ 4,445</b>	<b>\$ 7,299</b>
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$ 104,644</b>	<b>\$ 145,213</b>	<b>\$ 115,904</b>	<b>\$ 100,789</b>
General Benefit Costs	\$ (6,630)	\$ (6,815)	\$ (2,455)	\$ (5,040)
General Fund Maintenance Area Costs	0	0	(500)	0
<b>Total General Benefit Contribution</b>	<b>\$ (6,630)</b>	<b>\$ (6,815)</b>	<b>\$ (2,955)</b>	<b>\$ (5,040)</b>
<b>SPECIAL BENEFIT COSTS</b>	<b>\$ 98,014</b>	<b>\$ 138,398</b>	<b>\$ 112,949</b>	<b>\$ 95,749</b>
<b>Benefit Cost Adjustments</b>				
Fund Balance Transfer/Reduction <sup>(1)</sup>	\$ (47,914)	\$ (13,564)	\$ (68,383)	\$ (4,671)
Additional Agency Contribution	0	0	0	0
<b>Total Contributions/Adjustments</b>	<b>\$ (47,914)</b>	<b>\$ (13,564)</b>	<b>\$ (68,383)</b>	<b>\$ (4,671)</b>
<b>NET SPECIAL BENEFIT ASSESSMENT</b>	<b>\$ 50,100</b>	<b>\$ 124,834</b>	<b>\$ 44,566</b>	<b>\$ 91,077</b>
<b>District Statistics</b>				
Total Parcels	334	425	262	292
Total Assessed Parcels	334	424	262	291
Total EBU	334.00000	424.00000	262.00000	291.00000
<b>Proposed Assessment per EBU (FY 2015/16)</b>	<b>\$150.00</b>	<b>\$294.42</b>	<b>\$170.10</b>	<b>\$312.98</b>
Maximum Assessment per EBU	\$426.81	\$298.86	\$358.02	\$315.27
EBU of Non-Assessed Parcels	0.00	0.00	0.00	0.00
Contribution for Non-Assessed Parcels <sup>(2)</sup>	0	0	0	0
<b>BALANCE TO LEVY</b>	<b>\$ 50,100</b>	<b>\$ 124,834</b>	<b>\$ 44,566</b>	<b>\$ 91,077</b>
<b>Reserve Fund/Fund Balance</b>				
<b>Beginning Fund Balance</b>	<b>\$ 393,963</b>	<b>\$ 211,272</b>	<b>\$ 519,364</b>	<b>\$ 188,862</b>
Assessment Revenues	50,100	124,834	44,566	91,077
Other Revenue <sup>(3)</sup>	8,270	7,778	5,057	5,926
Expenditures	(104,644)	(145,213)	(115,904)	(100,789)
<b>Ending Fund Balance</b>	<b>\$ 347,689</b>	<b>\$ 198,671</b>	<b>\$ 453,083</b>	<b>\$ 185,076</b>

- (1) Additional funds required or applied from available fund balance to cover Special Benefit Costs for the fiscal year.
- (2) Agency Contribution for parcels that benefit, but have not historically been assessed (typically government owned properties).
- (3) Other revenue includes interest income, unrealized gains/losses, reimbursement agreement, and general fund transfer.

Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN

## ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for fiscal year 2015/16 based on the budget and the method of apportionment presented above.

### Fiscal Year 2015/16 Assessment Rates

Zone	Maximum <sup>(1)</sup> Rate	Proposed Rates for FY 2015/16
Zone 01	\$ 135.82	\$ 135.82 per EBU
Zone 01A	\$ 83.17	\$ 83.16 per EBU
Zone 02	\$ 428.39	\$ 428.38 per EBU
Zone 03	\$ 135.82	\$ 135.82 per EBU
Zone 03A	\$ 72.23	\$ 72.22 per EBU
Zone 04	\$ 110.00 <sup>(2)</sup>	\$ 110.00 per EBU
Zone 05	\$ 426.81	\$ 150.00 per EBU
Zone 06	\$ 298.86	\$ 294.42 per EBU
Zone 07	\$ 358.02	\$ 170.10 per EBU
Zone 08	\$ 315.27	\$ 312.98 per EBU

<sup>(1)</sup> The Maximum Assessment Rate for all other Zones includes an inflationary adjustment that was approved by the property owners as part of the balloted assessment proceeding.

<sup>(2)</sup> The Maximum Assessment Rate does not include an inflationary adjustment.

## ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

Except in Zone 04 the Assessment Range Formula for the District is defined by the following:

Each fiscal year, the Maximum Assessment per EBU (Assessment Rate) established for the improvements in the previous fiscal year may be adjusted by the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

## ***PART IV - DISTRICT DIAGRAMS***

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The following pages provide boundary diagrams for each Zone within the District, as well as a general depiction of the location of the improvements as identified at the time this Report was prepared. Detailed maps of the full extent and location of the improvement areas are on file in the Office of Financial and Management Services Department, Special Districts Division. The combination of these map and the Assessment Roll referenced by this Report constitute the Assessment Diagrams for the District.

**Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN**

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 01 (TownGate)



- Landscaped Parkway
- Landscaped Median
- Zone 01 Parcels

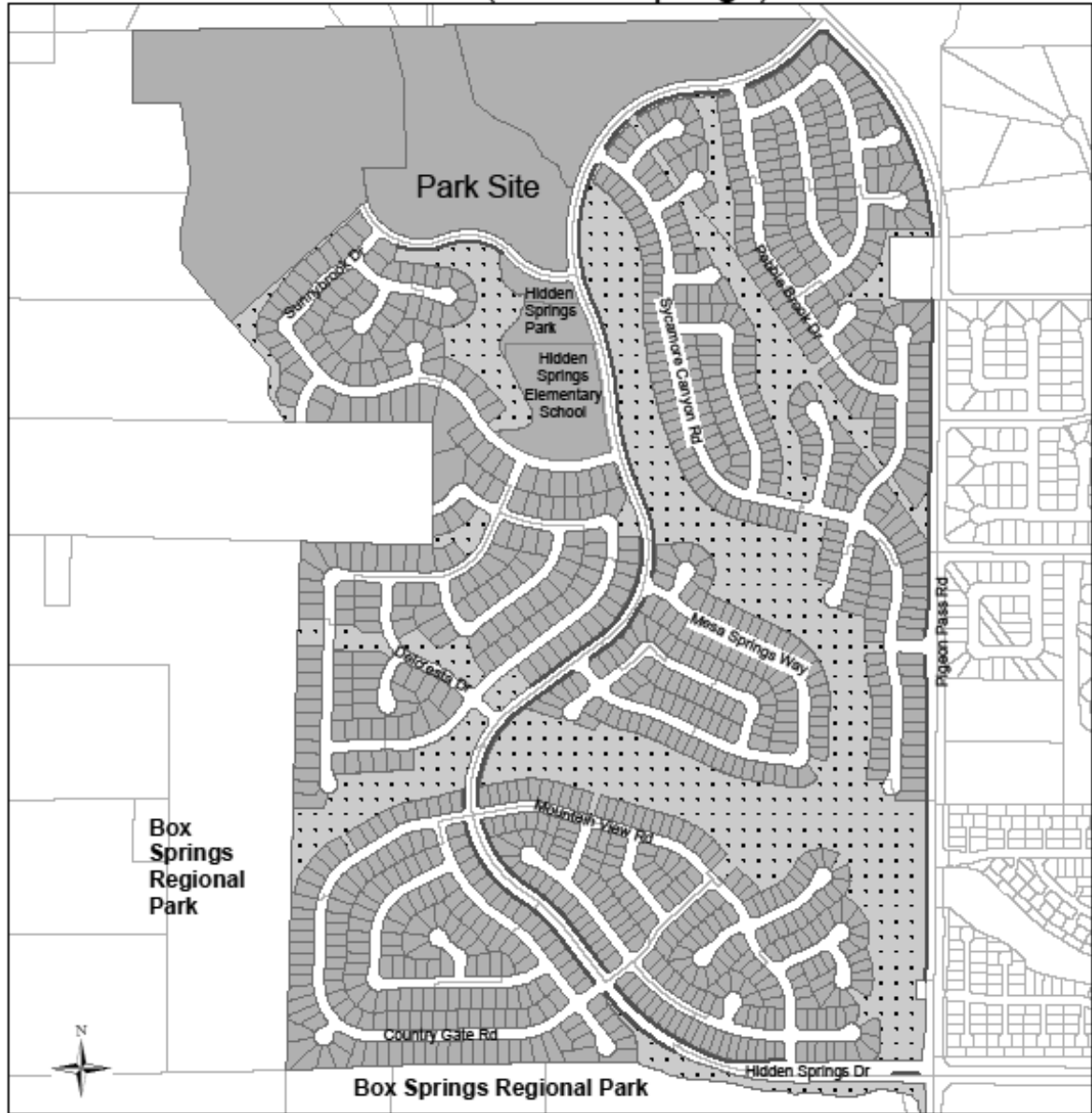


## Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 01A (Renaissance Park)



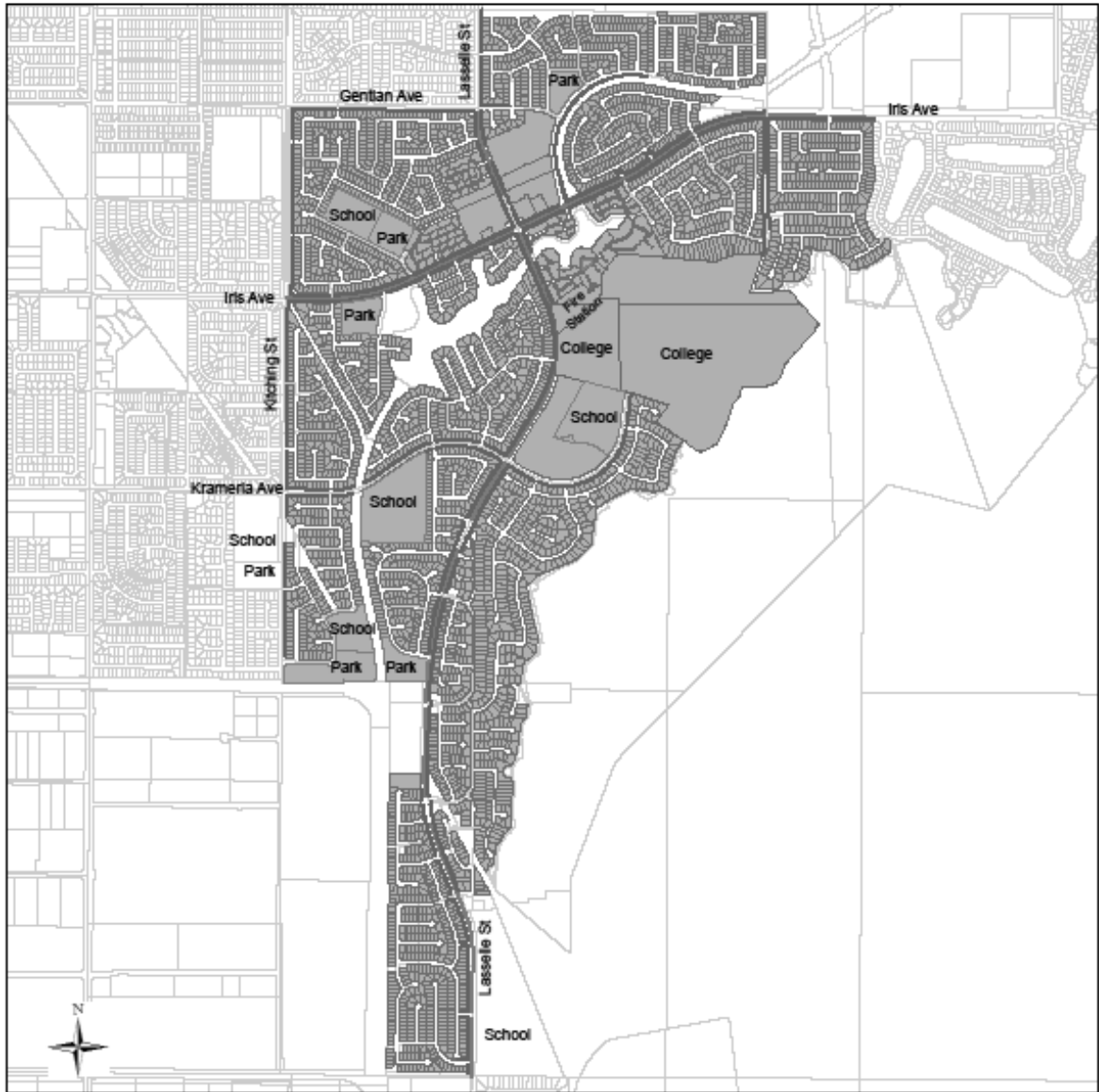
- Landscaped Parkway
- Landscaped Median
- Zone 01A Parcels

## Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 02 (Hidden Springs)



- Park
- Landscaped Parkway
- Zone 02 Parcels
- Landscaped Open Space
- Hidden Springs

# Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03 (Moreno Valley Ranch - West)



- Landscaped Parkway
- Landscaped Medians
- Zone 03 Parcels

### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03A (Lasselle Powerline Parkway)



- Landscaped Parkway
- Zone 03A Parcels

# Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 04 (Moreno Valley Ranch - East)



- Landscaped Parkway
- Landscaped Medians
- Drainage Area
- Zone 04 Parcels

# Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 05 (Stoneridge Ranch)



- Landscaped Parkway
- Landscaped Median
- Zone 05 Parcels

## Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 06 (Mahogany Fields)



- Landscaped Parkway
- Zone 06 Parcels
- Landscaped Median

## Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 07 (Celebration)



- General Fund Maintained
- Landscaped Parkway
- Landscaped Median
- Future Flood Control Channel Extension
- Zone 07 Parcels



### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 08 (Shadow Mountain)



- Landscaped Parkway
- Landscaped Median
- Zone 08 Parcels

## ***PART V - ASSESSMENT ROLL***

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Parcel identification for each lot or parcel within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the Assessor's Parcel Numbers (APNs) to be assessed within this District, along with the corresponding Assessment Amounts to be levied for fiscal year 2015/16 has been provided electronically to the Secretary of the CSD Board (City Clerk) due to the number of parcels within the District and by reference this listing of the APNs and corresponding Assessment Amounts to be levied for fiscal year 2015/16 is made part of this Report. The Report can also be found online at the City's website at [www.moval.org/sd](http://www.moval.org/sd). If any APN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.

Attachment: LMD No 2014-02 FY 15-16 Engineers Report (1423 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN



## Report to City Council

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

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** May 26, 2015

**TITLE:** ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN FISCAL YEAR 2015/16 FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. CSD 2015-13. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2015-14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2015-15. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2015/16 Assessment Against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

### **SUMMARY**

This report recommends adoption of the proposed Resolutions which initiate proceedings to levy an assessment for fiscal year 2015/16, approve the engineer's report, and declare the intent to levy assessments for fiscal year 2015/16 and set June 9, 2015 as the date of the Public Hearing for Lighting Maintenance District No. 2014-01.

The proposed fiscal Year 2015/16 assessments are a continuation of the real property assessments currently levied on the property tax bills. There will be no increase to the assessment other than an inflationary adjustment, provided the property owners previously approved such adjustment. This is the first step in the annual process to levy Lighting Maintenance District No. 2014-01 assessments on the property tax bills. Revenues received from the assessments support street lighting services provided by the Lighting Maintenance District.

## **DISCUSSION**

In compliance with the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act"), annual reviews and evaluations of a district's revenues and expenditures must be conducted and approved by the legislative body (CSD Board) before assessments can be continued to be levied on the property tax bill for the next fiscal year. Annually, the legislative body shall conduct a Public Hearing and can approve the assessments only after adopting the three resolutions included as part of this report. The Public Hearing to consider authorizing the levy of assessments for Lighting Maintenance District No. 2014-01 is proposed to be scheduled for June 9<sup>th</sup>. Adoption of the proposed resolutions will 1) initiate proceedings, 2) approve the engineer's report, and 3) declare the intent to levy and collect the proposed assessment and set the date of June 9, 2015 as the date of a Public Hearing.

On May 27, 2014, the Community Services District ("CSD") adopted its Resolution 2014-08, establishing Lighting Maintenance District No. 2014-01 (formerly Zone B, residential street lighting) ("LMD 2014-01" or "District"). The purpose of the District is to pay for the costs of operating the residential street lighting program of those street lights that fall within the District. Attachment 4 is a map of the zones that form LMD 2014-01.

The boundaries of the District are comprised of three benefit zones ("Zones"). Parcels within the District are identified and grouped into one of the three designated Zones based on the special benefits properties receive from the District improvements. The breakdown of the three zones is detailed in the table below.

<b>LMD 2014-01 Zones</b>	<b># of Parcels</b>	<b># of Street Lights</b>
Zone 01	32,719	7,075
Zone 02	7,396	1,599
Zone 03	65	3
<b>Total</b>	<b>40,180</b>	<b>8,677</b>

The bulk of the parcels in the District are located in either Zone 01 or Zone 02. These Zones are defined separately for administrative purposes. The level of service and service costs per parcel are substantially identical in the two zones and the ratio of the number of lights to the number of parcels is substantially the same. Zone 01 includes those parcels where the assessment is not subject to an annual inflationary adjustment. Zone 02 includes those parcels where the assessment is subject to an annual inflationary adjustment.

Zone 03 includes 65 residential parcels in Tract 21958 (immediately north of SR 60 freeway, east of Nason Street, west of Oliver Street). This tract was developed with a substantially lower street light density (street lights are spaced farther apart than those found in Zone 01 and Zone 02). As a result, the parcels in Tract 21958 generally receive less lighting than parcels elsewhere in the District and the per parcel cost of providing street lighting special benefits to these Tract 21958 parcels is substantially less than the costs of providing benefits elsewhere in the District.

The provisions of the 1972 Act require that annual reviews and evaluations of the District's revenues and expenditures be conducted and approved by the CSD Board before assessments can be continued. The fiscal year ("FY") 2015/16 Assessment Engineer's Report ("Report") (Attachment 5), as prepared by Willdan Financial Services, includes a detailed description of the existing improvements within the District, the estimated maintenance costs, the method of assessment apportionment for each lot or parcel within the District boundaries, and a diagram showing the parcels within the Zones that make up the District. The report also gives an analysis of the District's annual financial status.

The budget in the Report identifies the number of parcels within the Zones that can be assessed and the proposed assessment to levy on the property tax bills. If the property owners have previously authorized an inflationary adjustment, the proposed assessment has been increased by that amount (0.73%). Otherwise the proposed assessment will remain unchanged.

Adoption of the proposed Resolutions will initiate proceedings for the annual levy of assessments for LMD 2014-01, approve the preliminary Report, and declare the intent to levy assessments on the FY 2015/16 property tax bills and set 6:00 pm on June 9, 2015 as the date of the Public Hearing. After the close of the Public Hearing and provided there is not a majority protest, the CSD Board may approve the recommended annual property tax assessments for LMD 2014-01.

## **ALTERNATIVES**

- 1. Adopt the proposed Resolutions to 1) initiate proceedings for the annual levy of assessments, 2) approve the Report, and 3) declare intent to levy assessments for FY 2015/16 and set the Public Hearing date for June 9, 2015 for LMD 2014-01.** *This alternative is consistent with the annual requirements outlined in the 1972 Act to apply assessments to the annual property tax bill.*

2. **Do not adopt the proposed Resolutions to 1) initiate proceedings for the annual levy of assessments, 2) approve the Report, and 3) declare intent to levy assessments for FY 2015/16 and set the Public Hearing date for June 9, 2015 for LMD 2014-01.** *This alternative is contrary with the annual requirements outlined in the 1972 Act and will not advance steps to authorize the CSD to levy the annual assessments on the property tax bill for LMD 2014-01.*
  
3. **Do not adopt the proposed Resolutions to 1) initiate proceedings for the annual levy of assessments, 2) approve the Report, and 3) declare intent to levy assessments for FY 2015/16 and set the Public Hearing date for June 9, 2015 for LMD 2014-01 but rather continue the item to a future Council meeting.** *This alternative may delay the approval process required by the 1972 Act to levy the annual assessments on the property tax bill for LMD 2014-01.*

### **FISCAL IMPACT**

For FY 2015/16, the total projected expenditures for the District is \$1,709,169. Of this amount, \$941,255 is anticipated to be received from the property assessments. The balance is anticipated to be funded from other revenue sources to the District (e.g. property tax revenues, advanced energy fees for new installations, etc.), fund balance, and the General Fund. The General Fund contribution is made up of the General Benefit Cost of \$34,183 and a General Fund subsidy of \$424,825, totaling \$459,008 for the benefit of this District. Funds received for the benefit of the District are restricted for use only to fund the operation of the District.

The Report recommends maintaining the FY 2015/16 assessment for Zone 01 and Zone 03 at the current rates, while increasing the Zone 02 assessments by the property owner authorized inflationary adjustment (0.73% for FY 2015/16).

<b>LMD 2014-01 Zones</b>	<b># of Parcels Assessed</b>	<b>Proposed 2015/16 Maximum Assessment</b>	<b>Proposed 2015/16 Applied Assessment</b>	<b>Total Assessment Revenue</b>
Zone 01 <sup>1</sup>	32,706	\$23.00	\$23.00	\$752,238.00
Zone 02 <sup>1, 2, 3</sup>	7,194	\$26.23	\$26.22	\$188,626.68
Zone 03	65	\$6.00	\$6.00	\$390.00
<b>Total</b>	<b>39,965</b>			<b>\$941,254.68</b>

<sup>1</sup>Number of parcels assessed may differ from number of parcels in District because improvements have not yet been installed.

<sup>2</sup>Property owner authorized inflationary adjustment; 0.73% for FY 2015/16.

<sup>3</sup>Riverside County requires fixed charges (i.e. assessments) to be even numbers.

Third party costs associated with the annual levy approval process and preparation of the Report for LMD 2014-01 are projected not to exceed \$8,700. Third party services include an assessment engineer consultant, special legal counsel, and publication of a legal notice. These costs have been budgeted within the LMD 2014-01 fund, 5012.30.79.25703.

**NOTIFICATION**

The proposed assessments were reviewed by the Finance Subcommittee during its May 11, 2015 meeting. The May 11<sup>th</sup> Finance Subcommittee meeting and tonight's City Council/CSD Board agenda also provided notice. The proposed assessment roll for the District has been posted on the Special Districts - Special Financing Districts page on the City's website ([www.moval.org/sd](http://www.moval.org/sd)). Additionally, the Public Hearing notice is scheduled to be published in the Press-Enterprise on Thursday, May 21<sup>st</sup> in compliance with Streets & Hwys Code Section 22626(a).

**PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel  
Special Districts Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer/City Treasurer

**CITY COUNCIL GOALS**

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

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

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

**ATTACHMENTS**

1. Resolution 2015-13\_CSD
2. Resolution 2015-14\_CSD
3. Resolution 2015-15\_CSD
4. LMD No 2014-01 Map
5. LMD No. 2014-01 FY 15-16 ER

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/15 5:49 PM
City Attorney Approval	<u>✓ Approved</u>	5/19/15 3:14 PM
City Manager Approval	<u>✓ Approved</u>	5/19/15 5:25 PM

## RESOLUTION NO. CSD 2015-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY THE FISCAL YEAR 2015/16 ASSESSMENT AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the "Assessment District") to fund street lighting services through the levy of an annual assessment against real property; and

WHEREAS, the Board of Directors desires to initiate proceedings to levy the assessment in connection with the Assessment District for Fiscal Year 2015/16.

NOW, THEREFORE, 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.
2. Initiation of Proceedings. Pursuant to Section 22622, the Board of Directors hereby initiates proceedings for the Fiscal Year 2015/16 levy of the annual assessment in connection with the Assessment District.
3. Direction to Engineer. Willdan Financial Services, as assessment engineer, is hereby directed to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to the Fiscal Year 2015/16 levy in connection with the Assessment District. The improvements associated with the Assessment District are substantially the same improvements as in Fiscal Year 2014/15.

1  
Resolution No. CSD 2015-13  
Date Adopted: May 26, 2015



- 4. Effective Date. This Resolution shall be effective immediately upon adoption.
- 5. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 26th day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
 Resolution No. CSD 2015-13  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-13\_CSD [Revision 1] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-13 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. CSD 2015-13  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-13\_CSD [Revision 1] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

## RESOLUTION NO. CSD 2015-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN ENGINEER'S REPORT IN CONNECTION WITH THE 2015/16 ASSESSMENT AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the "Assessment District") to fund street lighting services through the levy of an annual assessment against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy the Fiscal Year 2015/16 assessment against real property in the Assessment District and directed Willdan Financial Services, as assessment engineer, (the "Assessment Engineer") to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the Assessment Engineer has prepared and filed with the Secretary of the CSD a report entitled "Moreno Valley Community Services District Lighting Maintenance District No. 2014-01, 2015/2016 Engineer's Report" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, the Board of Directors now desires to approve the Report.

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

1  
Resolution No. CSD 2015-14  
Date Adopted: May 26, 2015

1. Recitals. The above recitals are all true and correct.
2. Approval of Report. The Board of Directors hereby approves the Report as filed.
3. Effective Date. This Resolution shall be effective immediately upon adoption.
4. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
 Resolution No. CSD 2015-14  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-14\_CSD [Revision 1] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-14 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. CSD 2015-14  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-14\_CSD [Revision 1] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

## RESOLUTION NO. CSD 2015-15

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO LEVY THE FISCAL YEAR 2015/16 ASSESSMENT AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the "Assessment District") to fund street lighting services through the levy of an annual assessment against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy the Fiscal Year 2015/16 assessment against real property in the Assessment District and directed Willdan Financial Services, as assessment engineer, (the "Assessment Engineer") to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the Assessment Engineer has prepared and filed with the Secretary of the CSD a report entitled "Moreno Valley Community Services District Lighting Maintenance District No. 2014-01, 2015/2016 Engineer's Report" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by prior resolution, the Board of Directors approved the Report as filed; and

WHEREAS, the Board of Directors desires to declare its intention to levy the Fiscal Year 2015/16 assessment as described in the Report.

1  
Resolution No. CSD 2015-15  
Date Adopted: May 26, 2015

NOW, THEREFORE, 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.
2. Declaration of Intent. The Board of Directors hereby declares its intention to levy and collect the Fiscal Year 2015/16 assessment in connection with the Assessment District.
3. Name of Assessment District. The Assessment District is designated "Moreno Valley Community Services District Lighting Maintenance District No. 2014-01."
4. Boundaries of the Assessment District. The Assessment District includes all territory within the CSD that has been included within the Boundaries of the Assessment District.
5. Description of Improvements. The Assessment District will fund the maintenance and servicing of street light improvements.
6. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the street light improvements to be maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District and the zones therein; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for Fiscal Year 2015/16.
7. Public Hearing. On June 9, 2015 at 6:00 PM or as soon thereafter as practical, in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553, the Board of Directors shall hold a full and fair public hearing on the question of the levy of the proposed assessment for Fiscal Year 2015/16 (the "Hearing"). At the Hearing, the Board of Directors will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.
9. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior to the conclusion of the Hearing, file a written protest with the Secretary of the CSD (the City Clerk of the City of Moreno Valley) or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.

2  
Resolution No. CSD 2015-15  
Date Adopted: May 26, 2015

- 10. No Increase. Aside from the implementation of previously adopted annual inflation adjustments, as described in the Report, the assessment rate is not proposed to increase from the rate levied in Fiscal Year 2014/15.
- 11. Effective Date. This Resolution shall be effective immediately upon adoption.
- 12. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

3  
 Resolution No. CSD 2015-15  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-15\_CSD [Revision 2] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN



**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-15 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

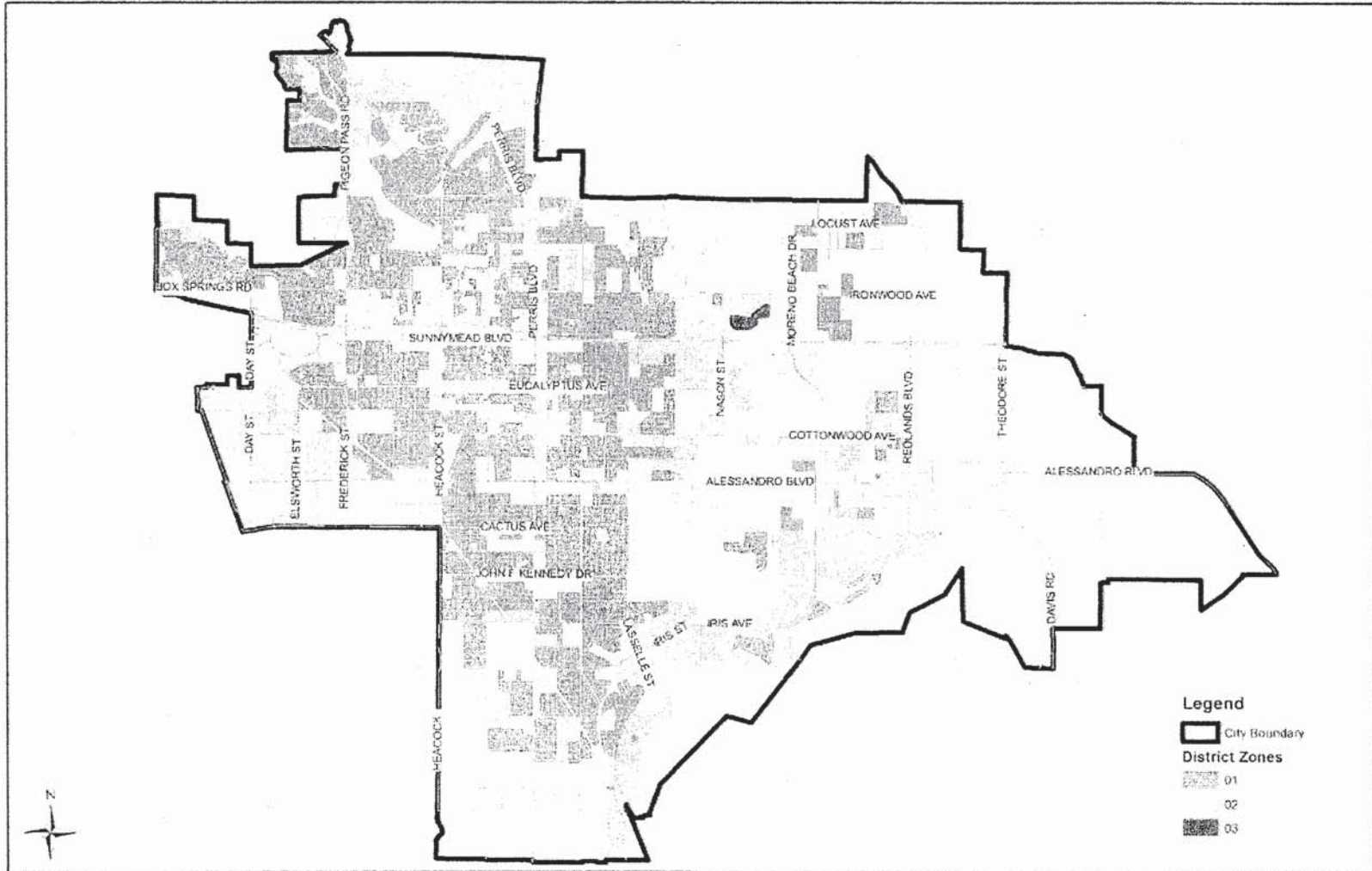
\_\_\_\_\_  
SECRETARY

(SEAL)

4  
Resolution No. CSD 2015-15  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-15\_CSD [Revision 2] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT IN

# Moreno Valley Community Services District Lighting Maintenance District No. 2014-01



**Legend**  
 City Boundary  
**District Zones**  
 01  
 02  
 03





# Moreno Valley Community Services District

## Lighting Maintenance District No. 2014-01

2015/2016 ENGINEER'S REPORT

Intent Meeting: May 26, 2015

Public Hearing: June 9, 2015

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
14177 FREDERICK STREET  
MORENO VALLEY, CA 92553

(951) 413-3480

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510



# ANNUAL ENGINEER'S REPORT STATEMENT

Fiscal Year 2015/16

## Moreno Valley Community Services District Lighting Maintenance District No. 2014-01

As part of the Resolution of Intention packet presented for the consideration of the Moreno Valley Community Services District Board of Directors, this Report describes the proposed Assessments to be levied on parcels within the Lighting Maintenance District 2014-01 for fiscal year 2015/16, including the budget and basis of the assessments. Reference is hereby made to the Riverside County Assessor's Maps for a detailed description of the lines and dimensions of parcels subject to the proposed assessment. The undersigned respectfully submits the enclosed Report as directed by the Moreno Valley Community Services District Board of Directors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Willdan Financial Services  
Assessment Engineer  
On Behalf of the Moreno Valley Community Services District

By: \_\_\_\_\_

Jim McGuire, Principal Consultant

By: \_\_\_\_\_

Richard Kopecky

R. C. E. # 16742

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## INTRODUCTION

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The Moreno Valley Community Services District (“CSD”) was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) (“CSD Law”) in 1984 at the time of the incorporation of the City of Moreno Valley. The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City’s incorporation, the territory that would become the City of Moreno Valley was an unincorporated territory of Riverside County. The County had created County Service Areas (“CSAs”) to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the City of Moreno Valley could be transitioned from CSAs governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone B of the CSD was established and responsible for providing residential street lighting in certain residential subdivisions. These street lighting services were funded through a charge on the annual property tax roll to parcels served by the street lighting.

In November, 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California. Although referred by the CSD as “charges”, the charges imposed by Zone B of the CSD were categorized under Proposition 218 as real-property assessments.

Street lighting is a maintenance and operation expense for sidewalks and streets. Consequently, the Zone B charges imposed prior to November 5, 1996 were “grandfathered” under Article XIII D, Section 5(a) of the Constitution, which permitted the continuation of assessments existing prior to the effective date of Proposition 218 so long as those assessments were imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. These grandfathered Zone B charges continued to be levied annually by the CSD without additional property-owner approval.

Since the adoption of Proposition 218, territories (and associated street lights) were added to CSD Zone B. When this occurred, the CSD conducted a mail ballot assessment proceeding with respect to the levy of the Zone B charges as required by Article XIII D, Section 4(e) of the Constitution. Beginning in December, 1999, the CSD’s practice when balloting for Zone B charges in new territory, was generally to present the charge with an incorporated automatic inflation adjustment. This was not done for the “grandfathered” territory nor much of the territory added to Zone B between November, 1996 and December, 1999. Therefore, in some parts of CSD Zone B, the charge was imposed annually at a level rate, whereas in other parts of Zone B, the maximum charge was increased each year based on inflation.

In May 2014, the Moreno Valley Community Services District, formed Lighting Maintenance District No. 2014-01 (“District”), pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the “1972 Act”) replacing the previous CSD

Zone B. Parcels that had been charged an annual Zone B charge for street lighting services are instead assessed an annual assessment for those services as part of Lighting Maintenance District No. 2014-01 as real property assessments with a procedural device designed for the levy of such assessments. This transition did not increase the amount paid annually by any property owner and did not change the nature or extent of the street lighting services provided. The assessments levied in connection with the assessment district, in every way serves as a continuation of the charges levied in connection with Zone B.

Each fiscal year, an Engineer’s Report ("Report") shall be prepared and presented to the CSD Board describing the District, any changes to the District or improvements, and the proposed budget and assessments for that fiscal year. The CSD Board will hold a public hearing regarding these matters prior to approving and ordering the proposed levy of assessments for that fiscal year and such public hearing shall be noticed pursuant to the 1972 Act if new or increased assessments are not proposed. If in any year, the proposed annual assessments for the District exceed the maximum assessments described herein, such an assessment would be considered a new or increased assessment and must be confirmed through a mailed property owner protest ballot proceeding before that new or increased assessment may be imposed.

This Report shall serve as the detailed engineer's report for fiscal year 2015/16 regarding Lighting Maintenance District No. 2014-01 (the “District”) and the proposed assessments to be levied on the properties therein to provide ongoing funding for the costs and expenses required to service and maintain lighting improvements associated with and resulting from development of properties within the District, in accordance with the proportional special benefits the properties receive from the improvements.

The improvements, the method of apportionment, and special benefit assessments described in this Report are based on the improvements and development of properties within the District and represent an estimate of the direct expenditures and incidental expenses that will be necessary to maintain, service, and operate such improvements for fiscal year 2015/16. The improvements to be maintained in connection with the development of properties within the District and described herein are based on the development plans and specifications for the properties in the District and by reference these plans and specifications are made part of this Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Riverside County Assessor’s Office. The Riverside County Auditor/Controller uses Assessor’s Parcel Numbers and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

This Report consists of five (5) parts:

**Part I**

**Plans and Specifications:** A description of the District boundaries and the improvements associated with the District. The District has three zones of benefit (hereafter referred to as “Zones”), which are described in more detail in this section of the Report as well as Part II (Method of Apportionment). A diagram showing the exterior boundaries of the District and the Zones established therein is attached and incorporated herein under Part IV (District Diagram). The plans for the street light installations are on file with the Public Works Department.

Attachment: LMD No. 2014-01 FY 15-16 ER [Revision 1] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT

## Part II

**Method of Apportionment:** A discussion of the general and special benefits associated with the overall street lighting improvements provided within the District (Proposition 218 Benefit Analysis). This Part also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit and annual assessment utilizing a weighted benefit of apportionment known as an Equivalent Benefit Unit.

## Part III

**Estimate of Improvement Costs:** An estimate of the annual funding required for the annual maintenance, servicing, and operation of street lighting improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District. The budget identifies an estimate of anticipated annual expenses to service, maintain, and operate existing street lighting improvements within the District for fiscal year 2015/16 including, but not limited to, servicing of the street lights and related facilities, energy costs, and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum assessment rate for each Zone of the District and the associated assessment range formula (inflationary adjust), as applicable.

## Part IV

**District Diagram:** A diagram showing the boundaries of the District and the Zones therein is provided in this Report and includes all parcels that receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Riverside County Assessor's Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

## Part V

**Assessment Roll:** A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rate established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for fiscal year 2015/16.



## ***PART I - PLANS AND SPECIFICATIONS***

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### **DESCRIPTION OF THE DISTRICT**

The territory within the District consists of all lots and parcels of land that receive special benefits from the street light improvements funded by the District assessments. The boundaries of the District are comprised of three benefit zones ("Zones"). Parcels within the District are identified and grouped into one of the three designated Zones based on the special benefits properties receive from the District improvements and the authorized maximum assessments established. The three Zones within the District and the benefits associated with the properties therein are described in more detail in Part II (Method of Apportionment) of this Report. In addition, the District Diagram in Part IV of the Report provides a visual representation of the District showing the boundaries of the District Zones.

### **DISTRICT FACILITIES AND IMPROVEMENTS**

The street lights funded by the District are primarily low-intensity residential street lights located within the District, generally provided via 9,500-lumen lights (8,267 of the total lights) spaced approximately every 125 feet within a subdivision, but also includes some lights with lesser lumens (approximately 303 lights) and some with greater lumens (approximately 105 lights). Generally, high-intensity lights outside the subdivisions (which are typically 22,000 lumen lights and greater) are funded through other revenue sources and not part of the District assessments.

The maintenance, operation, and servicing of the District lighting improvements generally include the furnishing of labor, materials, equipment and electricity for the ordinary and usual maintenance, operation, and servicing of street lights within the public right-of-ways and easements dedicated to the City. These activities include, but are not limited to:

- Furnishing of electric current or other illuminating agent.
- Maintenance, repair, and replacement of light poles and fixtures, including changing light bulbs, painting, photoelectric sell repair or replacement, and repairing damage cause by accidents, vandalism, time, and weather.
- Electrical conduit and pull-box repair and replacement due to damage by construction and weather.
- Monitoring of the Underground Service Alert (USA) network, identification of proposed excavation in the vicinity of lighting electrical conduits, and marking the location of those underground conduits in the field to prevent damage by excavation.
- Service, maintenance, repair, and replacement including replacing worn out electrical components and repairing damage due to accidents, vandalism, and weather.
- Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including but not limited to lighting fixtures, poles, meters, conduits, electrical cable and relocation of street light facilities as necessary including the purchase and installation of related equipment and facilities.

- Street light inventory database, pole numbering, and mapping to establish the number of street lights that must be maintained, as well as the condition and location of these street lights as part of an effective maintenance program.
- Responding to citizens and Council member inquiries and complaints regarding street lighting.

## PART II - METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation, and servicing of street lighting improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

The formulas used for calculating assessments reflect the composition of parcels within the District (which are all residential properties) and the improvements and activities to be provided, and have been designed to fairly apportion costs based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

### PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for fiscal year 2015/16 have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are public street lighting improvements. These improvements generally were installed in connection with the development of the properties within the District and were required by the City as a condition of development. Article XIID Section 2(d) defines District as follows:

*“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;*

Article XIID Section 2(i) defines Special Benefit as follows:

*“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”*

Article XIID Section 4a defines proportional special benefit assessments as follows:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

## BENEFIT ANALYSIS

### Special Benefit

The street lighting in the District is primarily low-intensity street lighting that is useful for illuminating the sidewalks and parking lanes in the District. This lighting is distinct from the high-intensity lights installed on major streets which serve in part to enhance traffic safety. Residential street lights are of lower intensity, but more closely spaced, than the high-intensity (22,000-lumen) street lights. These sorts of low-level, low-intensity residential street lights provide three main special benefits: (i) residential security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local traffic consisting of residents and residents' guests, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with an assessed dwelling unit.

With the exception of the development that comprises Zone 03 (discussed below), the street lights within the District are consistent with the City's typical intensity and spacing standards for residential lighting and each parcel to be assessed is served directly by the system of street lights providing appropriate lighting within the subdivision. Consequently, we conclude that each residential parcel within the District receives substantially similar benefit from the improvements regardless of their location within the District. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District.

### General Benefit

Approximately 5% of the street lights funded by the District are located at the perimeter/entryway of a residential development. These perimeter/entryway lights, in contrast to the remainder of the lights funded by the District, arguably provide some illumination that extends beyond the boundaries of the developments and parcels being assessed within the District, that enhances the safety of members of the public unassociated with an assessed parcel, that illuminates traffic or parking on major thoroughfares, or that otherwise provides services to the general public. Although, in general, these street lights exist solely because of the development of assessed parcels, and although the primary purpose of these lights is to provide illumination for assessed parcels, they may provide some level of general benefit in addition to the special benefits provided to the assessed parcels. We estimate that this general benefit constitutes not more than 25% of the total benefit from perimeter/entryway lights. As 25% of the benefit from 5% of the lights constitutes not more than 2% of the total benefit from all improvements operated and maintained by the District, we determine that the total general benefit from operation and maintenance activities will not exceed 2% of operations and maintenance costs.

## ZONES OF BENEFIT

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District will be established with benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

*"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the*

*improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”*

There are three zones within the District. The bulk of the parcels in the District are located in either Zone 01 or Zone 02. These Zones are defined separately, largely for administrative convenience, as the level of service and service costs per parcel are substantially identical in the two zones and the ratio of the number of lights to the number of parcels is substantially the same. Zone 01 consists of those parcels that, as a result of Proposition 218, are subject to an assessment that is not annually adjusted for inflation. Zone 02 consists of those parcels for which the assessment can be adjusted annually for inflation.

Zone 03 consists of 65 residential parcels located in Tract 21958. This tract is unique within the District because it was developed with a substantially lower street light density (street lights are spaced farther apart than the residential street lights typically found in the residential tracts of Zone 01 and Zone 02). As a result, the parcels in Tract 21958 generally receive less lighting than parcels elsewhere in the District, and the per parcel cost of providing street light special benefits to these Tract 21958 parcels is substantially less than the cost of providing benefits elsewhere in the District.

For Fiscal Year 2015/16:

- Zone 01 includes 32,719 parcels and has 7,075 street lights.
- Zone 02 includes 7,396 parcels and has 1,599 street lights.
- Zone 03 includes 65 parcels and 3 street lights.

The District Budget, incorporated herein under Part III of this Report, provides a summary of the total estimated cost of providing the street lighting improvements and the allocation of those costs between the three zones (which is based on the number of lights in each Zone) as well as those costs that are considered general benefit. Details regarding the location and extent of the street lighting improvements within the District and the Zones therein are on file in the Office of Financial and Management Services Department, Special Districts Division and by reference these documents are made part of this Report. A diagram showing the boundaries of the three Zones outlined above is attached and incorporated herein under Part IV (District Diagram) of this Report.

## **ASSESSMENT METHODOLOGY**

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

### **Equivalent Benefit Unit Application**

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of EBU's (Equivalent Benefit Units) based on its land use. One EBU is defined as the special benefit allocable to a single family home. In each case, a parcel is only allocated EBU's in a fiscal year if the street lights serving the parcel (or serving the perimeter of the complex in the case of apartments or condominiums) has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

**Single Family Residential** — This land use is defined as a fully subdivided single family residential home site with or without a structure. This land use is assigned 1.0 EBU per lot or parcel.

**Condominium Residential** — This land use is defined as a fully subdivided condominium residential unit assigned its own Assessor’s Parcel Number by the County. EBU’s are assigned to these parcels by multiplying the overall acreage of the condominium development by 4 (the typical number of single family homes in an acre of typical development), and then dividing the result by the number of condominium units/parcels in the development.

**Multi-Family Residential and Mobile Home Parks** — This land use classification identifies properties that are used for residential purposes and contain more than one residential unit per parcel. The proportional special benefit and EBUs for these parcels is based on acreage, at 4.0 EBUs per acre.

**Vacant Parcels** — This land use classification identifies properties that are identified as undeveloped property that is not fully subdivided, but is served by a street light improvement. This land use is assigned 1.0 EBU per lot or parcel.

**Approved Single Family Residential** — This land use is defined as a fully subdivided single family residential home site with or without a structure, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally these parcels were annexed to the District in anticipation of the property being developed and street lights being installed, but until such time that the street lights are to be installed, these parcels will not be assessed and are assigned 0.0 EBU.

**Planned Residential Development** — This land use is defined as a property that is currently considered vacant or undeveloped land that is to be subdivided into a known number of residential lots, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally these parcels were annexed to the District in anticipation of the property being developed and street lights being installed, but that has not yet occurred. Until such time that the street lights are to be installed, these parcels will not be assessed and are assigned 0.0 EBU.

**Exempt** — means a lot, parcel of land or Assessor’s Parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets and other roadways; public easements or right-of-ways including; landscaped parkways or easements and utility right-of-ways or easements such as irrigation or drainage ditches, channels or basins; and flood plains. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for the improvements. (These types of properties may or may not be assigned an Assessor’s Parcel Number by the County).

Also exempt from assessment are Assessor’s Parcels that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel.

## ***PART III - ESTIMATE OF COSTS***

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### **CALCULATION OF ASSESSMENTS**

An assessment amount per EBU is calculated by:

Taking the “Total Annual Expenses” (Total budgeted costs) and subtracting the proportional “General Benefit Costs” which establishes the “Special Benefit Costs”;

$$**Total Amount Budgeted - General Benefit Costs = Special Benefit Costs**$$

To the resulting “Special Benefit Costs”, various “Benefit Cost Adjustments” are applied that may include:

- “Fund Balance Transfer/Reduction”, represents the amount of available Fund Balance being applied to pay a portion of the Special Benefit Costs for the fiscal year.
- “Additional Agency Contribution”, which is a contribution of funds from other revenue sources available to the CSD to reduce the amount to be levied as Special Benefit Costs for this fiscal year. This contribution is in addition to the General Benefit Costs.

These adjustments to the Special Benefit Costs result in the “Net Assessment Budget” or “Balance to Levy” (the amount to be collected as Assessments);

$$**Special Benefit Costs +/- Benefit Cost Adjustments = Net Assessment Budget**$$

The amount identified as the “Net Assessment Budget” is divided by the total number of EBU’s of parcels to be assessed to establish the “Assessment Rate” or “Assessment per EBU” for the fiscal year. The Assessment Rate is then applied to each parcel’s individual EBU to calculate the parcel’s proportionate special benefit and assessment obligation for the improvements.

$$**Net Assessment Budget / Total EBU (to be assessed) = Assessment per EBU**$$

$$**Assessment per EBU x Parcel EBU = Parcel Assessment Amount**$$

## DISTRICT BUDGET

The following budget outlines the estimated costs to maintain the improvements and the anticipated expenditures for fiscal year 2015/16. Operation and maintenance costs were allocated amongst the zones proportionately to the number of street lights serving the zones.

Description	Total District Budget	Zone 01	Zone 02	Zone 03
<b>Maintenance &amp; Operation (O&amp;M)</b>				
Maintenance Salaries & Benefits	\$ 138,829	\$ 114,031	\$ 24,744	\$ 54
Maintenance Professional Services	36,000	29,570	6,416	14
Communications	100	82	18	0
General Liability & Workers Comp	4,300	3,532	766	2
Operations Salaries & Benefits	22,750	18,686	4,055	9
<b>Total Maintenance Costs</b>	<b>\$ 201,979</b>	<b>\$ 165,901</b>	<b>\$ 36,000</b>	<b>\$ 78</b>
Utilities	1,399,461	1,149,486	249,431	543
<b>Total O&amp;M Expenses</b>	<b>\$ 1,601,440</b>	<b>\$ 1,315,387</b>	<b>\$ 285,431</b>	<b>\$ 621</b>
<b>Incidental/Administrative Expenses</b>				
District Administration	\$ 51,429	\$ 42,243	\$ 9,166	\$ 20
County Fees	25,700	21,109	4,581	10
Miscellaneous Administration Expenses	30,600	25,134	5,454	12
<b>Total Incidental/Administrative Expenses</b>	<b>\$ 107,729</b>	<b>\$ 88,486</b>	<b>\$ 19,201</b>	<b>\$ 42</b>
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$ 1,709,169</b>	<b>\$ 1,403,873</b>	<b>\$ 304,632</b>	<b>\$ 663</b>
<b>General Benefit Costs</b>	<b>\$ (34,183)</b>	<b>\$ (28,077)</b>	<b>\$ (6,093)</b>	<b>\$ (13)</b>
<b>SPECIAL BENEFIT COSTS</b>	<b>\$ 1,674,986</b>	<b>\$ 1,375,796</b>	<b>\$ 298,539</b>	<b>\$ 650</b>
<b>Benefit Cost Adjustments</b>				
Fund Balance Transfer/Reduction <sup>(1)</sup>	\$ (216,306)	\$ (183,827)	\$ (32,403)	\$ (77)
Other Revenue Sources <sup>(2)</sup>	(92,600)	(78,696)	(13,871)	(33)
Additional Agency Contribution	(424,825)	(361,036)	(63,639)	(151)
<b>Total Contributions/Adjustments</b>	<b>\$ (733,731)</b>	<b>\$ (623,558)</b>	<b>\$ (109,913)</b>	<b>\$ (260)</b>
<b>NET ASSESSMENT BUDGET</b> (Balance to Levy)	<b>\$ 941,255</b>	<b>\$ 752,238</b>	<b>\$ 188,627</b>	<b>\$ 390</b>
<b>District Statistics</b>				
Total Parcels		32,719	7,396	65
Total Assessed Parcels		32,706	7,194	65
Total EBU		<b>32,706.00</b>	<b>7,194.00</b>	<b>65.00</b>
<b>Proposed Assessment per EBU</b>		<b>\$23.00</b>	<b>\$26.22</b>	<b>\$6.00</b>
<b>Maximum Assessment per EBU</b>		<b>\$23.00</b>	<b>\$26.23</b>	<b>\$6.00</b>
<b>Reserve Fund/Fund Balance</b>				
<b>Beginning Fund Balance</b>	<b>\$ 517,190</b>	<b>\$ 413,331</b>	<b>\$ 103,644</b>	<b>\$ 214</b>
Collections/ (Reductions/Deficit)	(216,306)	(183,827)	(32,403)	(77)
<b>Ending Fund Balance</b>	<b>\$ 300,884</b>	<b>\$ 229,504</b>	<b>\$ 71,242</b>	<b>\$ 138</b>

(1) Additional funds required or applied from available fund balance to cover Special Benefit Costs for the fiscal year.

(2) Other revenue includes property taxes, interest income, advanced energy fees, and unrealized gains/losses.

The budget dollar amounts above are calculated to the penny, but are shown here as rounded amounts (nearest dollar). Any variance in the addition or subtraction of the amounts displayed above is due to this rounding.



## ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for fiscal year 2015/16 based on the budget and the method of apportionment presented above.

### Fiscal Year 2015/16 Assessment Rates

Zone	Maximum Rate	Proposed Rates for FY 2015/16
Zone 01	\$ 23.00 <sup>(1)</sup>	\$ 23.00 per EBU
Zone 02	\$ 26.23	\$ 26.22 per EBU
Zone 03	\$ 6.00	\$ 6.00 per EBU

(1) The Maximum Assessment Rate includes an inflationary adjustment previously balloted and approved by the property owners

Note that for Fiscal Year 2015/16 there are:

- 32,706.00 EBUs in Zones 01 sharing \$1,375,796 in proportional special benefit for a cost of proportional special benefit of \$42.07 per EBU.
- 7,194.00 EBUs in Zones 02 sharing \$298,539 in proportional special benefit for a cost of proportional special benefit of \$41.50 per EBU.
- 65.00 EBUs in Zones 03 sharing \$650 in proportional special benefit for a cost of proportional special benefit of \$10.00 per EBU.
- The proposed assessment rates in each Zone do not exceed the cost of the proportional special benefits per EBU for that Zone.

## ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

The following inflation adjustment applies to the maximum rate permissible in Zone 02 only:

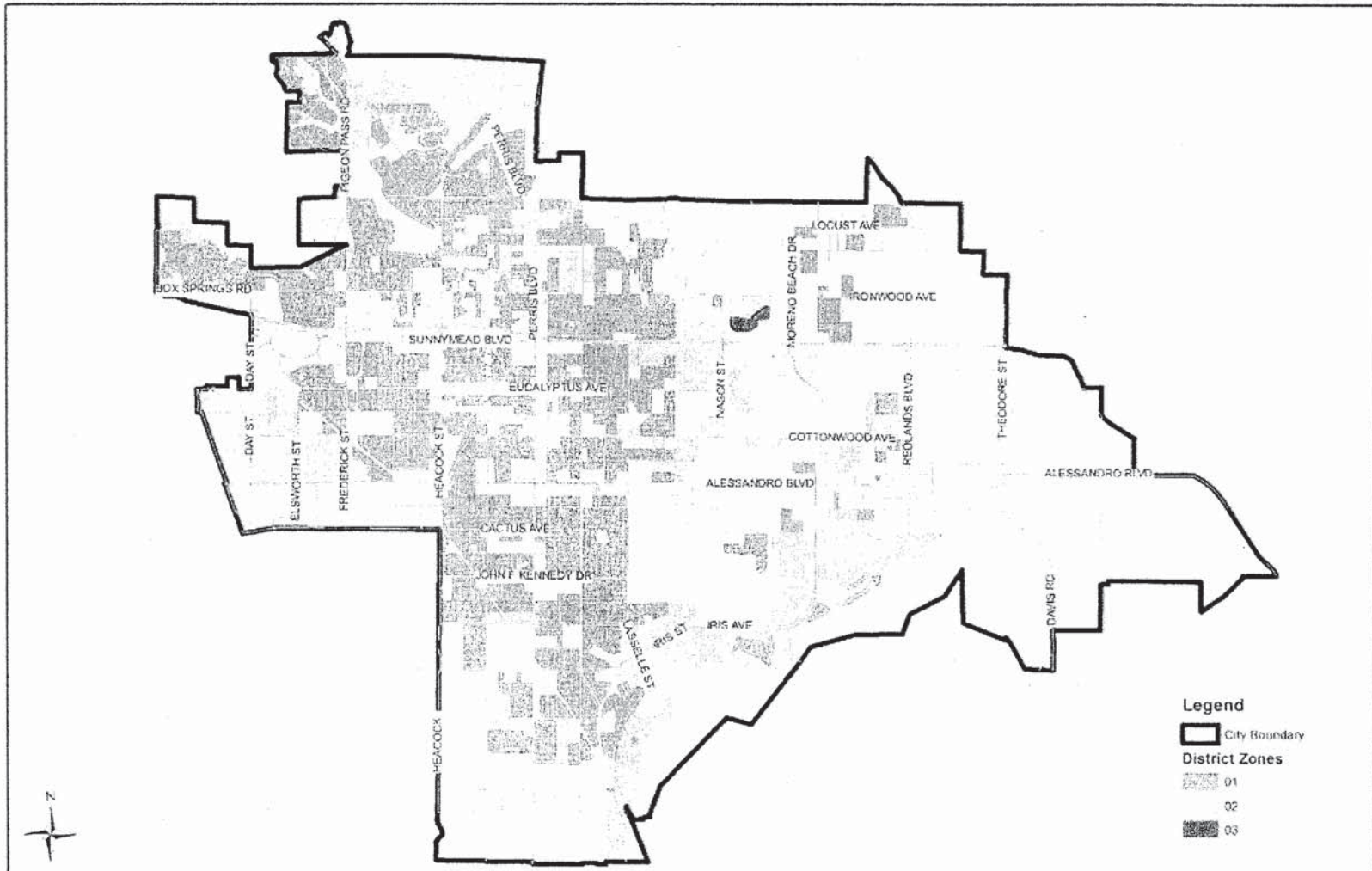
Each fiscal year, the Maximum Assessment per EBU (Assessment Rate) for Zone 02 established for the improvements in the previous fiscal year may be adjusted by the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

## ***PART IV - DISTRICT DIAGRAMS***

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The following boundary map depicts the parcels within the three zones that make up the District, which are those that existed at the time this Report was prepared. The combination of this map and the Assessment Roll referenced by this Report constitute the Assessment Diagram for the District.

# Moreno Valley Community Services District Lighting Maintenance District No. 2014-01



**Legend**  
 City Boundary  
**District Zones**  
 01  
 02  
 03



## ***PART V - ASSESSMENT ROLL***

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Parcel identification for each lot or parcel within the District is based on available parcel maps and property data from the Riverside County Assessor’s Office. A listing of the APNs to be assessed within this District, along with the corresponding Assessment Amounts to be levied for fiscal year 2015/16 has been provided electronically to the Secretary of the CSD Board (City Clerk). Due to the number of parcels within the District and by reference this listing of the APNs and corresponding Assessment Amounts to be levied for fiscal year 2015/16 is made part of this Report. The Report can also be found online at the City’s website at [www.moval.org/sd](http://www.moval.org/sd). If any APN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.

Attachment: LMD No. 2014-01 FY 15-16 ER [Revision 1] (1422 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT



## Report to City Council

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**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)  
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** May 26, 2015

**TITLE:** PUBLIC HEARING AND ADOPTION OF THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PLAN

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### **RECOMMENDED ACTION**

**Recommendations: That the City Council, the Housing Authority, and the Community Services District:**

1. Conduct a public hearing and accept public comments for consideration of the adoption of the Fiscal Year (FY) 2015-2016 Capital Improvement Plan.

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2015-35. A Resolution of the City Council of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2015-2016.

**Recommendations: That the Housing Authority:**

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority of the City of Moreno Valley, adopt Resolution No. HA 2015-01. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2015-2016.

**Recommendations: That the Community Services District:**

1. Acting in its capacity as the President and the Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2015-16. A Resolution of the Community Services District of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2015-2016.

## **SUMMARY**

City staff produces an updated Capital Improvement Plan (CIP) annually, which is brought before the City Council for approval. The CIP identifies the City of Moreno Valley's capital needs for each fiscal year and prioritizes them based on City Council direction and anticipated funding availability.

## **DISCUSSION**

The purpose of the CIP is to serve as a planning tool that identifies needed improvements and establishes long-term funding. The document tracks the use of resources for designing, acquiring, constructing, and rehabilitating City infrastructure, such as buildings and streets. The CIP also provides a framework for funding capital projects and helps the City forecast and coordinate long-term needs. Capital planning ensures the timely repair and replacement of aging infrastructure and the implementation of community priorities to meet the demands of a growing and changing population. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that the City officers can administer their respective functions in accordance with such plans.

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Bridges
- Buildings
- Drainage, Sewers, and Waterlines
- Electric Utility
- Parks
- Traffic Signals
- Underground Utilities

City staff has completed a full review of all project needs through build-out of the City. The priorities, as proposed, are based on economic feasibility, community enhancement and need, infrastructure, safety, and anticipated development trends within the City.

The CIP is also brought annually before the Planning Commission to make a finding that the CIP is in conformance with the City of Moreno Valley's General Plan. In addition, Moreno Valley Utility capital projects are brought before the Utility Commission for review.

California Government Code Section 66002 provides that the local agency shall conduct a public hearing and adopt a resolution of the governing body of the local agency at a

noticed public hearing, and that mailed notice shall be given to any city which may be significantly affected by the CIP. On May 14, 2015, a notice of the public hearing of this Council's proposed adoption of the CIP was mailed to each of the surrounding cities, which notices were at least 10 days prior to the commencement of such public hearing in compliance with Government Code section 66002; and on May 14, 2015, a notice was published in the Press Enterprise, a newspaper of general circulation within the jurisdiction of the City in compliance with California Government Code, section 66002.

The Proposed CIP was made available for public review on April 27, 2015. All revisions to the Proposed CIP are documented in Attachment 4.

### **Capital Plan Adoption Actions**

**Summary of the Proposed Capital Improvement Plan (Attachment 5)** - This is a document which summarizes the FY 2015-2016 proposed CIP, to include the plan's objectives, a summary of the FY 2015-2016 active and proposed projects, and the FY 2014-2015 completed projects, as well as their respective costs.

**Revisions to the Proposed Capital Improvement Plan (Attachment 4)** - This is a list of revisions, resulting from updated information, that were incorporated in the Proposed CIP following its issuance on April 27, 2015. The list includes recommended revisions to the Proposed CIP that would, upon approval, be incorporated in the Adopted CIP. Incorporating Revisions to the Proposed CIP in the Adopted CIP will provide a more accurate FY 2015-2016 capital plan for the City of Moreno Valley.

**Resolutions Adopting the Capital Improvement Plan for FY 2015-2016 (Attachments 1, 2, and 3)** - As a long-standing best practice, each of the City's primary entities (the City, Housing Authority, and Community Services District) will adopt separate resolutions to approve their respective capital improvement plan and carryover budgets.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementing the planning, design, and construction of necessary capital improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the planning, design, and construction of necessary capital improvements.*

### **FISCAL IMPACT**

Projects have been identified as funded, partially funded, and unfunded for FY 2015-2016 through FY 2019-2020 and Beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2015-2016. This year's plan includes \$18.3 million

in new capital requests plus \$29.3 million in carryover budget appropriations from FY 2014-2015.

Section	Description	FY 2014-2015 Carryover	FY 2015-2016 New Request	Total
80001	Street Improvements	\$17,594,794	\$2,240,570	\$19,835,364
80002	Bridges	\$707,186	\$3,000	\$710,186
80003	Buildings	\$3,074,285	\$470,000	\$3,544,285
80004	Drainage, Sewers, and Waterlines	\$2,739,930	\$517,054	\$3,256,984
80005	Electric Utility *	\$30,000	\$13,880,350	\$13,910,350
80007	Parks	\$1,611,003	\$735,192	\$2,346,195
80008	Traffic Signals	\$3,439,216	\$449,000	\$3,888,216
80009	Underground Utilities	\$84,940	\$0	\$84,940
	<b>Total</b>	<b>\$29,281,354</b>	<b>\$18,295,166</b>	<b>\$47,576,520</b>

\* New request includes estimated expenditures based on proposed funding through a future bond issuance. The proposed bond issuance and expenditures will be brought back to City Council at a later date for further discussion and approval.

## **NOTIFICATION**

A display notice was published in the newspaper and a public notice was mailed and posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this Capital Improvement Plan adoption.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Linda Wilson  
Senior Management Analyst

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

Concurred By:  
Richard Teichert  
Chief Financial Officer/City Treasurer

## **CITY COUNCIL GOALS**

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

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

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



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

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

**ATTACHMENTS**

- 1. Resolution 2015-35\_City Council
- 2. Resolution 2015-01\_Housing Authority
- 3. Resolution 2015-16\_Community Services District
- 4. Revisions to the FY 2015-2016 Proposed CIP
- 5. Summary of the FY 2015-2016 Proposed CIP

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/15 3:56 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 9:53 AM
City Manager Approval	<u>✓ Approved</u>	5/20/15 4:06 PM

## RESOLUTION NO. 2015-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
 MORENO VALLEY, CALIFORNIA, ADOPTING THE  
 CAPITAL IMPROVEMENT PLAN FOR FY 2015-2016

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for FY 2015-2016, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the Proposed CIP appears to be desirable; and

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

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

1. The Proposed CIP, as amended per the Revisions to the Proposed Capital Improvement Plan (Attachment 4), is hereby approved and adopted as the capital plan of the City of Moreno Valley for the FY 2015-2016.
2. The proposed project carryover budgets are hereby appropriated as part of the capital plan for said fiscal year. Any new funding for the projects shall be appropriated as part of the adopted City budget, which includes all component units of the City.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2015, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

Resolution No. 2015-35  
 Date Adopted: May 26, 2015

APPROVED AND ADOPTED this 26th day of May, 2015.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, and Mayor)

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

(SEAL)

## RESOLUTION NO. HA 2015-01

A RESOLUTION OF THE MORENO VALLEY HOUSING  
 AUTHORITY OF THE CITY OF MORENO VALLEY,  
 CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT  
 PLAN FOR FY 2015-2016

WHEREAS, the City Manager has heretofore submitted to the Chairperson and the Board of Directors of the Moreno Valley Housing Authority a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2015-2016, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Moreno Valley Housing Authority; and

WHEREAS, the Proposed CIP appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Moreno Valley Housing Authority to make adequate financial plans and will ensure that Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended per the Revisions to the Proposed Capital Improvement Plan (Attachment 4), is hereby approved and adopted as the capital plan of the Moreno Valley Housing Authority for the FY 2015-2016.
2. The proposed project carryover budgets are hereby appropriated as part of the capital plan for said fiscal year. Any new funding for the projects shall be appropriated as part of the adopted City budget, which includes all component units of the City.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2015, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

1  
 Resolution No. HA 2015-01  
 Date Adopted: May 26, 2015

APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of Chairperson of the  
Moreno Valley Housing Authority

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Housing Authority

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Housing Authority

2  
Resolution No. HA 2015-01  
Date Adopted: May 26, 2015

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2015-01 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 26th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice Chairperson, and Chairperson)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. HA 2015-01  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-01\_Housing Authority [Revision 2] (1332 : ADOPTION OF THE FISCAL YEAR 2015/16 CAPITAL IMPROVEMENT

## RESOLUTION NO. CSD 2015-16

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2015-2016

WHEREAS, the City Manager has heretofore submitted to the President and Board of Directors of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2015-2016, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the Proposed CIP appears to be desirable; and

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

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

1. The Proposed CIP, as per the Revisions to the Proposed Capital Improvement Plan (Attachment 4), is hereby approved and adopted as the capital plan of the Community Services District for the FY 2015-2016.
2. The proposed project carryover budgets are hereby appropriated as part of the capital plan for said fiscal year. Any new funding for the projects shall be appropriated as part of the adopted City budget, which includes all component units of the City.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2015, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

1  
Resolution No. CSD 2015-16  
Date Adopted: May 26, 2015



APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
Resolution No. CSD 2015-16  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-16\_Community Services District [Revision 2] (1332 : ADOPTION OF THE FISCAL YEAR 2015/16 CAPITAL

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-16 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President, and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2015-16<sup>3</sup>  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-16\_Community Services District [Revision 2] (1332 : ADOPTION OF THE FISCAL YEAR 2015/16 CAPITAL

**CITY OF MORENO VALLEY**  
**Revisions to the Proposed Capital Improvement Plan**  
**FY 2015-2016 CIP Budget**  
**(Revisions Impacting Project funding in FY 2015-2016 Only)**

**Funded Projects**

Reference Page No.	Project Name	Submitted Amount	Revised Amount	Reason/Justification
S-20	Heacock Street / San Michele Road to Perris Valley Storm Drain Lateral A	\$324,000	\$344,700	Reimbursement Agreement with EMWD for the relocation of water and service lines.
S-27	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	\$1,126,864	\$1,146,734	New request from Fund 3411 to utilize interest earned. MVUSD deposit for construction of ADA ramp and crosswalk at North Ridge Elementary School.
D-3	East Sunnymead Boulevard Storm Drain from Indian Street to SR-60 / Perris Boulevard Off-Ramp	\$679,824	\$767,824	Reimbursement Agreement with EMWD for the relocation of water and service lines.
B-18	Towngate Community Center Renovation	\$0	\$70,000	New Project to commence in FY 2015-2016.
P-5	Celebration Park Perimeter Fence	\$20,192	NA	Re-appropriate the project budget from Fund 5113 to Fund 5211.
P-6	Celebration Park Splash Pad Fence	\$29,520	\$0	Project completed. Carryover to FY 2015-2016 eliminated.
P-8	Community Facilities District #1 Park Parking Lot Seal Coat	\$27,874	\$0	Project revised to commence within 1 to 3 years.
P-15	El Potrero Park Irrigation Filtration	\$80,000	\$0	Project revised to commence within 1 to 3 years.
P-19	Install Security Cameras at Various Parks and Facilities	\$100,000	\$0	Project revised to commence within 1 to 3 years.
P-20	Lasselle Sports Park Field Fencing	\$0	\$55,000	New Project to commence in FY 2015-2016.
P-24	Outdoor Exercise Equipment	\$50,000	\$0	Project revised to commence within 1 to 3 years.
P-28	Replace Playground Equipment	\$438,947	\$509,885	Updated Carryover to FY 2015-2016.



CITY OF MORENO VALLEY  
FISCAL YEAR 2015-16

# CAPITAL IMPROVEMENT PLAN



City of Moreno Valley  
May 26, 2015

# FY 2015-2016 Capital Improvement Plan Objectives

- The Projects Recommended for FY 2015-2016 are Based on Economic Development Opportunities, Development, Council Priorities, Funding Availabilities, and Individual Project Status
- This is a Dynamic Document and Can be Amended by City Council Anytime Throughout the Fiscal Year

**Note: The Capital Improvement Plan is Independent of Annual Operating Costs, which are Budgeted Through the Annual Operating Budget Process**

# Highlights of Active Projects FY 2015-2016

E.1.e

## Interchanges

- ❖ Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements - \$350,000
- ❖ SR-60 / Redlands Boulevard Interchange - \$225,000
- ❖ SR-60 / Theodore Street Interchange - \$1,843,000

**COST = \$2,418,000**

## Street Improvements

- ❖ Alessandro Boulevard / Elsworth Street Intersection Improvements - \$730,000
- ❖ Alessandro Boulevard Improvements at Chagall Ct and at Graham St - \$613,000
- ❖ Aqueduct Trail - \$335,000
- ❖ Bike Lane Improvements - \$84,000
- ❖ Cactus Av Eastbound 3rd Lane Improvements / Veterans Wy to Heacock St - \$997,000
- ❖ Citywide Annual Pavement Resurfacing Program - \$1,522,000

# Highlights of Active Projects FY 2015-2016

E.1.e

## Street Improvements (continued)

- ❖ Cycle 1 ATP Citywide SRTS Pedestrian Facility Improvements - \$1,675,000
- ❖ Elsworth Street and Sherman Avenue Sidewalk Improvements - \$320,000
- ❖ Heacock Street / Perris Valley Storm Drain Lateral A to Cactus Avenue - \$725,000
- ❖ Heacock Street / San Michele Rd to Perris Valley Storm Drain Lateral A - \$324,000
- ❖ John F. Kennedy Drive Improvements / Heacock Street to Paige Avenue - \$300,000
- ❖ Nason Street / Cactus Avenue to Fir Avenue - \$600,000
- ❖ Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue - \$1,127,000
- ❖ Reche Vista Drive Realignment / Perris Bl and Heacock St to North City Limits - \$3,700,000
- ❖ Safe Routes to School Outreach Program - \$418,000
- ❖ Street Improvement Program (SIP) / Moreno Townsite Storm Drain and Street Improvements - \$3,255,000

**COST = \$16,725,000**

Packet Pg. 703

# Highlights of Active Projects FY 2015-2016

E.1.e

## Buildings

- ❖ Box Springs Communications Site - \$469,000
- ❖ Corporate Yard Facility - \$2,600,000

COST = \$3,069,000

## Drainage, Sewers, and Waterlines

- ❖ East Sunnymead Boulevard Storm Drain from Indian St to SR-60 / Perris Bl Off-Ramp - \$680,000
- ❖ Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue - \$517,000
- ❖ San Timoteo Foothill Neighborhood Flood Protection – Storm Drain Lines K-1 and K-4 - \$1,722,000

COST = \$2,919,000



# Highlights of Active Projects FY 2015-2016

E.1.e

## Electric Utility

- ❖ Electric Vehicle Charging Infrastructure - \$30,000
- ❖ Kitching Substation and SCE Facility Upgrades - \$8,000,000

COST = \$8,030,000

## Parks

- ❖ Annual ADA Park Improvements - \$448,000
- ❖ Celebration Park Perimeter Fence - \$20,000
- ❖ Celebration Park Splash Pad Fence - \$30,000
- ❖ Community Facilities District #1 Park Parking Lot Seal Coat - \$28,000
- ❖ Fairway Park (Skate Park Addition) - \$75,000
- ❖ Hidden Springs Park II - \$125,000
- ❖ Outdoor Exercise Equipment - \$50,000
- ❖ Security Cameras at Lasselle Sports Park and Celebration Park - \$207,000
- ❖ Shadow Mountain Park Play Equipment - \$400,000

COST = \$1,383,000

Packet Pg. 705

# Highlights of Active Projects FY 2015-2016

E.1.e

## Traffic Signals

- ❖ Citywide Pedestrian Countdown Signal Head Improvements - \$454,000
- ❖ Dynamic Traveler Alert Message Boards - \$420,000
- ❖ ITS Deployment Phase 1B - \$2,320,000
- ❖ Nason Street / Riverside County Regional Medical Center Driveway Traffic Signal - \$100,000

**COST = \$3,294,000**

# Highlights of Active Projects FY 2015-2016

E.1.e

## Underground Utilities

- ❖ Citywide Fiber Optic Communications Expansion - \$85,000

COST = \$85,000

Active Project Carryover = \$29,330,000

New Funding (Active and New Projects) = \$18,209,000

**All Active and New Projects Total Cost = \$47,539,000**

# Active Projects FY 2015-2016

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

Citywide Fiber Optic Communications Expansion

Packet Pg. 708

# Active Projects FY 2015-2016

E.1.e



**Vista Lomas Park Seal Coat**



Community Facilities District #1 Park Parking Lot Seal Coat  
(Shadow Mountain Park and Cold Creek Trailhead scheduled for FY 2015-16)

Packet Pg. 709

# Active Projects FY 2015-2016

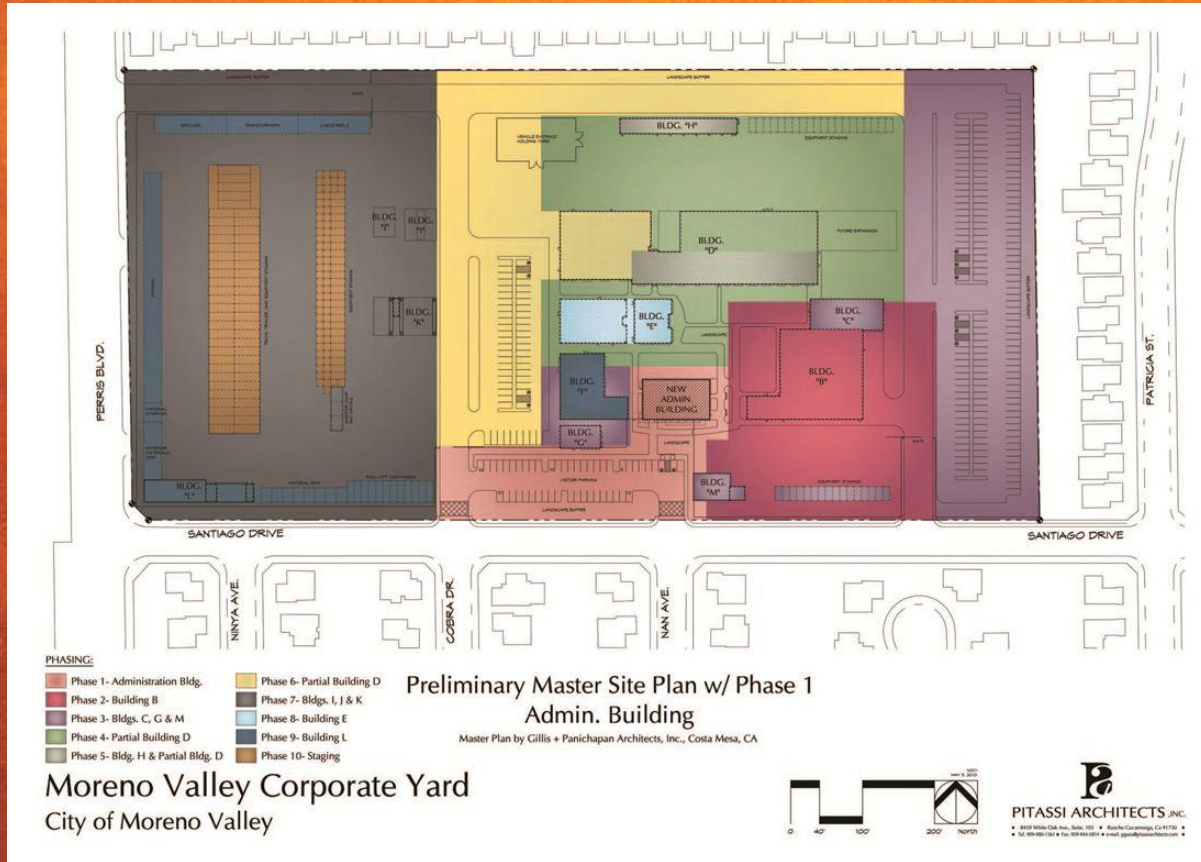


Moreno Valley Corporate Yard Aerial Site Plan  
City of Moreno Valley



## Corporate Yard Facility (Phase 1)

# Active Projects FY 2015-2016



Attachment: Summary of the FY 2015-2016 Proposed CIP

## Corporate Yard Facility (Phase 1) (continued)

# Active Projects FY 2015-2016



3D Perspective View

Moreno Valley Corporate Yard  
City of Moreno Valley



Corporate Yard Facility (Phase 1)  
(continued)



# Active Projects FY 2015-2016



3D Perspective View

Moreno Valley Corporate Yard  
City of Moreno Valley



Corporate Yard Facility (Phase 1)  
(continued)

# Active Projects FY 2015-2016



Attachment: Summary of the FY 2015-2016 Proposed CIP

East Sunnymead BI Storm Drain from Indian St to SR-60 / Perris BI Off  
(Construction Anticipated to Start June 2015)

# Active Projects FY 2015-2016

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

# Active Projects FY 2015-2016

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

Nason Street / Cactus Avenue to Fir Avenue

Packet Pg. 716

# Active Projects FY 2015-2016

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue

Packet Pg. 717

# New Proposed Projects FY 2015-2016

E.1.e

## Street Improvements

- ❖ On-Call Property Acquisition for Street Purposes - \$25,000
- ❖ Farragut Avenue / Sherman Avenue to Elsworth Street - \$90,000

**COST = \$115,000**

# New Proposed Projects FY 2015-2016

E.1.e

## Buildings

- ❖ Conference and Recreation Center Gym Lighting Replacement - \$75,000
- ❖ Conference and Recreation Center Lease Space Renovation - \$25,000
- ❖ Cottonwood Recreation Center Exterior Building Upgrade - \$40,000
- ❖ Cottonwood Recreation Center Renovation Phase II - \$170,000
- ❖ Future Renovation of Park Restrooms at Various Sites - \$90,000

**COST = \$400,000**

# New Proposed Projects FY 2015-2016

E.1.e

## Electric Utility

- ❖ Alessandro Boulevard - Crosstown Tie - \$2,025,000
- ❖ Electrical System Automation - \$2,000,000
- ❖ Heacock Street / Centerpointe / South Industrial Area - Feeder Line - \$1,396,000
- ❖ Transfer Load to Iris Interconnect - \$378,000

**COST = \$5,799,000**



# New Proposed Projects FY 2015-2016

E.1.e

## Parks

- ❖ Civic Center Electrical Upgrades - \$40,000
- ❖ Community Park Soccer Field Netting - \$35,000
- ❖ Cottonwood Recreation Center Exterior Landscaping - \$120,000

**COST = \$195,000**

# New Proposed Projects FY 2015-2016

E.1.e

## Traffic Signals

- ❖ Pedestrian Hybrid Beacon on Cactus Avenue at Woodland Park - \$219,000

**All New Proposed Projects Total Cost = \$6,828,000**

# Completed Projects FY 2014-2015

E.1.e

## Street Improvements

- ❖ Alessandro Boulevard Median / Indian Street to Perris Boulevard
- ❖ Bike Lane Improvements
  - Graham Street from Alessandro Boulevard to Sunnymead Boulevard
  - Sunnymead Boulevard from Frederick Street to Perris Boulevard
- ❖ Citywide Annual Pavement Resurfacing Program
  - Alessandro Bl, Bay Av, Cottonwood Av, Dracaea Av
- ❖ Cycle 3 Pedestrian Access Ramps Enhancements
- ❖ Cycle 4 Pedestrian and Bicycle Enhancements
- ❖ Cycle 5 ADA Access Ramp Improvements at Various Intersections
- ❖ Delphinium Avenue Sidewalk Improvements
- ❖ Moreno Valley Bicycle Master Plan Update
- ❖ Residential Traffic Management Program (Speed Hump Program)
  - Goldstar Dr, Margaret Av, Ninebark St, Rio Bravo Rd

# Completed Projects FY 2014-2015

E.1.e

## Buildings

- ❖ Civic Center Site Improvements (Exterior)
- ❖ Cottonwood Recreation Center Renovation
- ❖ Remodel Fire Station 48 - Sunnymead Ranch
- ❖ Security Fencing for Fire Station 48 and Fire Station 65
- ❖ Weston Park Restroom and ADA Improvements

# Completed Projects FY 2014-2015

E.1.e

## Drainage

- ❖ Storm Drain Line LL (Constructed by RCFCD, with City Coordination)

## Electric Utility

- ❖ MVU-0023 MoVal 33kV South Industrial Substation WDAT

# Completed Projects FY 2014-2015

E.1.e

## Parks

- ❖ Annual ADA Park Improvements
  - Cottonwood Banquet Room
  - Cottonwood Golf Center
  - Morrison Park
  - Shadow Mountain Ramp
  - Woodland Park
- ❖ Community Facilities District #1 Play Apparatus Repair
  - Celebration Park
  - Vista Lomas Park
- ❖ Dog Park Improvements
- ❖ March Field Park Arena Soccer Facility Netting

# Completed Projects FY 2014-2015

E.1.e

## Parks (continued)

- ❖ Morrison Park Relamping
- ❖ Replacement Playground Equipment  
- Weston Park
- ❖ Shadow Mountain Park ADA Ramp
- ❖ Towngate II Park Control Link

## Traffic Signals

- ❖ Citywide Traffic Sign Retroreflectivity Inventory
- ❖ ITS Deployment Phase 1A

# Completed Projects FY 2014-2015

E.1.e

## Traffic Signals (Continued)

- ❖ Traffic Signal Coordination Program
  - Heacock Street from Alessandro Boulevard to Hemlock Street
- ❖ Traffic Signal Equipment Upgrades
  - Accessible Pedestrian Signals (2 Locations)
  - Emergency Vehicle Pre-emption (23 Locations)
  - LED Safety Lighting (3 Locations)
  - Radar Speed Feedback Signs (5 Locations)
  - Rectangular Rapid Flash Beacons (2 Locations)
- ❖ Transportation Management Center

**Total Completed Projects Cost = \$13,164,000**

Packet Pg. 728



# Completed Projects FY 2014-2015

BEFORE



AFTER

Alessandro Boulevard Median / Indian Street to Perris Boulevard

# Completed Projects FY 2014-2015



BEFORE



AFTER



Woodland Park



Shadow Mountain  
Park



Cottonwood Banquet Room



Morrison Park

# Completed Projects FY 2014-2015



BEFORE Sunnymead Bl from Frederick St to Perris Bl



BEFORE Graham St from Alessandro Bl to Sunnymead Bl



AFTER



AFTER

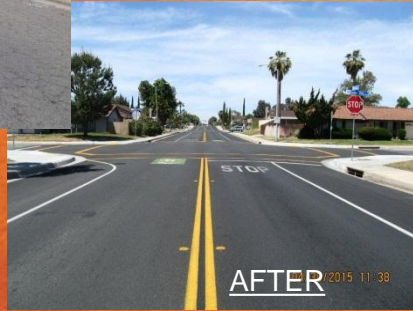
Attachment: Summary of the FY 2015-2016 Proposed CIP

## Bike Lane Improvements

# Completed Projects FY 2014-2015



Dracaea Av at  
Running Deer Rd



Alessandro Bl b/t  
Frederick St and  
Indian St



Dracaea Av E/O  
Elsworth St



## Citywide Annual Pavement Resurfacing Program (Cycle 1)

# Completed Projects FY 2014-2015



BEFORE



AFTER



Civic Center Site Improvements (Exterior)  
(City Hall)

# Completed Projects FY 2014-2015

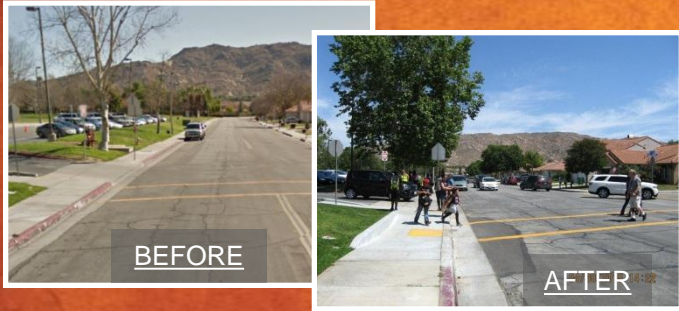
E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

Cottonwood Recreation Center Renovation

# Completed Projects FY 2014-2015



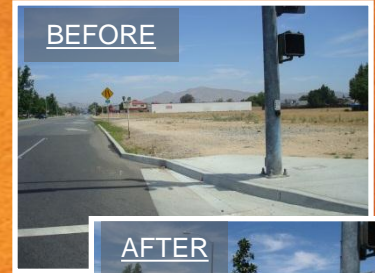
Los Cabos Dr/  
Plaza Sonada Wy



Legendary St/  
J.F.K. Dr



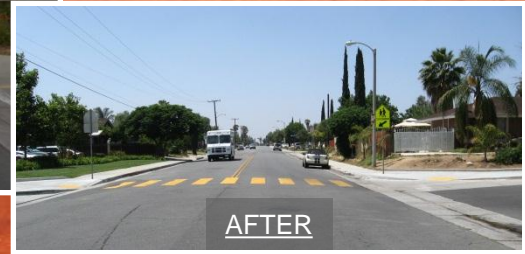
Wordsworth Rd/Boccaccio Ct



Indian St N/O Alessandro



Bay Av/Pecan Pl



Cycle 3 Pedestrian Access Ramps Enhancements (31 Ramps), &  
Cycle 4 Pedestrian and Bicycle Enhancements

# Completed Projects FY 2014-2015



Attachment: Summary of the FY 2015-2016 Proposed CIP



# Completed Projects FY 2014-2015



BEFORE



AFTER

## Delphinium Avenue Sidewalk Improvements

# Completed Projects FY 2014-2015



BEFORE

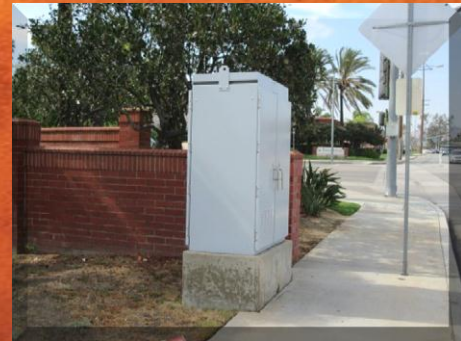


AFTER

Dog Park Improvements

# Completed Projects FY 2014-2015

E.1.e



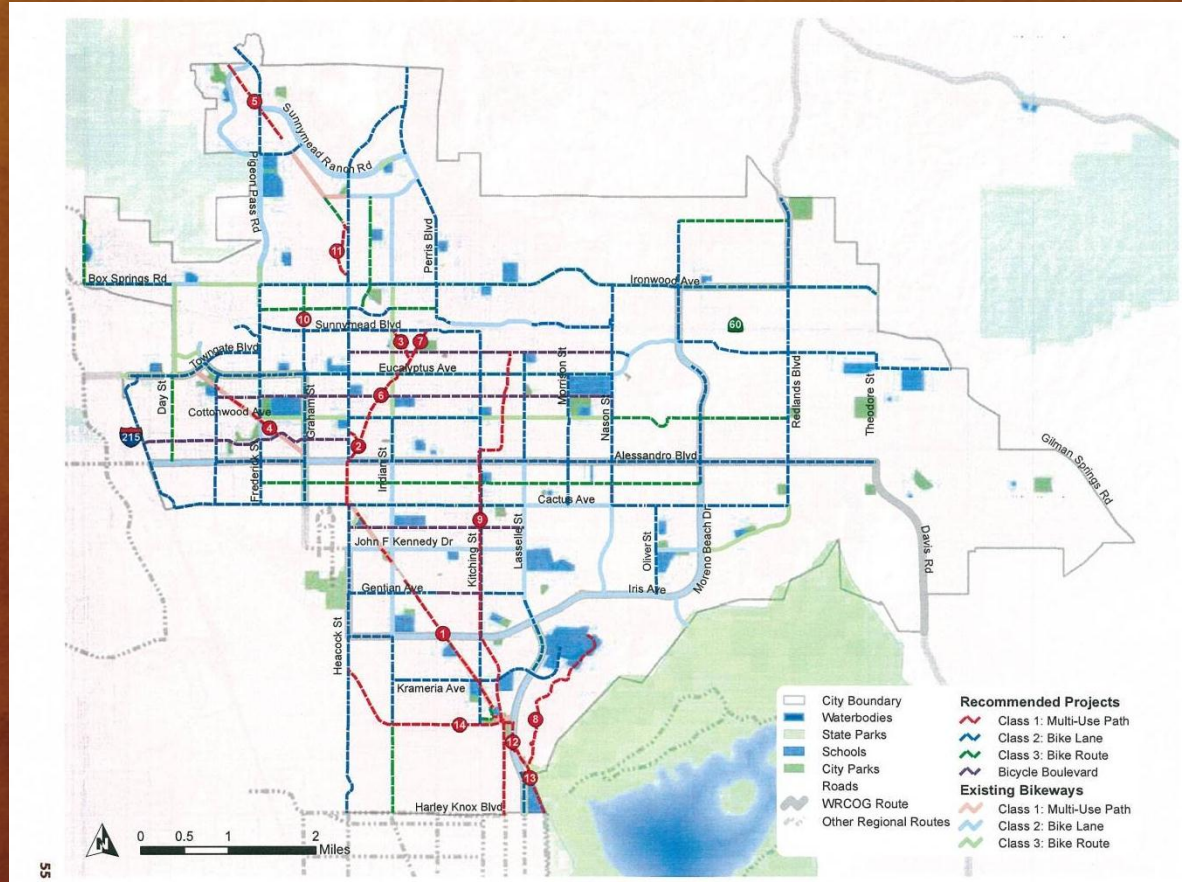
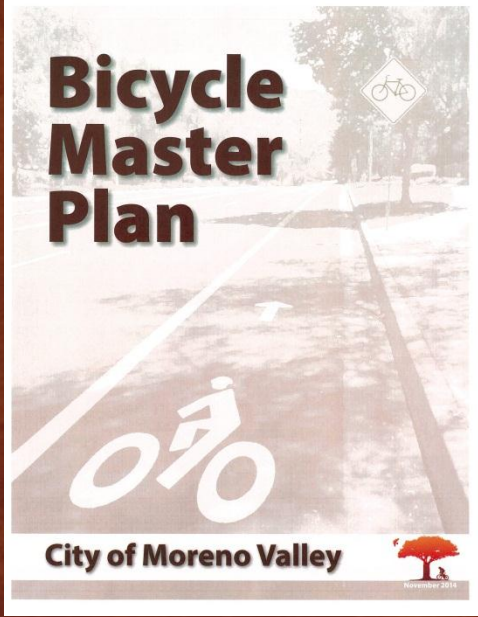
Attachment: Summary of the FY 2015-2016 Proposed CIP

ITS Deployment Phase 1A

Packet Pg. 739

# Completed Projects FY 2014-2015

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

Packet Pg. 740

# Completed Projects FY 2014-2015

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

# Completed Projects FY 2014-2015

E.1.e



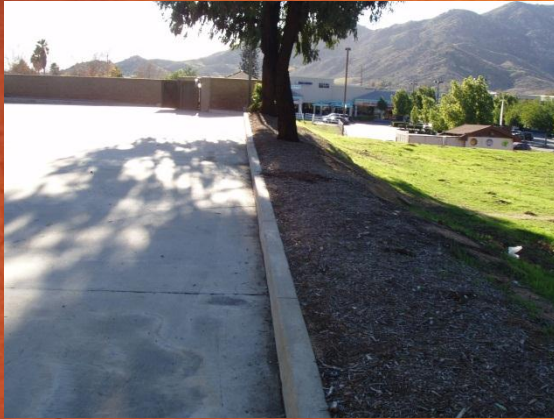
Attachment: Summary of the FY 2015-2016 Proposed CIP

Remodel Fire Station 48 – Sunnymead Ranch  
(Completion Anticipated June 2015)

Packet Pg. 742

# Completed Projects FY 2014-2015

E.1.e



FS 48 BEFORE



FS 65 BEFORE



FS 48 AFTER



FS 65 AFTER

Attachment: Summary of the FY 2015-2016 Proposed CIP

Security Fencing for Fire Station 48 and Fire Station 65

# Completed Projects FY 2014-2015

E.1.e



Attachment: Summary of the FY 2015-2016 Proposed CIP

Transportation Management Center



# FY 2015-2016 PROJECT COSTS BY CATEGORY

(Amount in \$Millions)

• INTERCHANGES	\$	2.5
• STREET IMPROVEMENTS	\$	17.2
• BRIDGES	\$	0.7
• BUILDINGS	\$	3.5
• DRAINAGE, SEWERS, AND WATERLINES	\$	3.2
• ELECTRIC UTILITY	\$	13.9
• PARKS	\$	2.5
• TRAFFIC SIGNALS	\$	3.9
• UNDERGROUND UTILITIES	\$	<u>0.1</u>
ESTIMATED TOTAL	\$	47.5

# INTERCHANGES

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$2.48	\$0.05	\$0.04	\$15.80	\$45.60	\$159.96	\$223.93

# STREET IMPROVEMENTS

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$15.22	\$2.15	\$14.20	\$18.51	\$8.60	\$465.07	\$523.75

# BRIDGES

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$0.71	\$0.003	\$0.36	\$0.36	\$3.21	\$99.24	\$103.88

# BUILDINGS

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$3.07	\$0.40	\$0.00	\$1.57	\$14.30	\$168.14	\$187.48

# DRAINAGE, SEWERS, AND WATERLINES

Cost By Fiscal Year  
(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$2.65	\$0.52	\$2.33	\$0.00	\$0.00	\$31.37	\$36.87

# ELECTRIC UTILITY

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$0.03	\$13.88	\$8.36	\$0.20	\$2.41	\$10.64	\$35.52

# PARKS

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$1.75	\$0.76	\$1.05	\$0.58	\$0.10	\$237.11	\$241.35



# TRAFFIC SIGNALS

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$3.34	\$0.45	\$0.93	\$0.97	\$0.11	\$39.08	\$44.88

# UNDERGROUND UTILITIES

## Cost By Fiscal Year

(Amount in \$Millions)

FY 14/15 Carryover to FY 15/16	New Request FY 15/16	Plan 16/17	Plan 17/18	Plan 18/19	Plan 19/20 & Beyond	Grand Total
\$0.08	\$0.00	\$0.04	\$0.04	\$0.04	\$2.70	\$2.90

# SUMMARY COSTS BY CATEGORY

Total Build-Out  
(Amount in \$Millions)

• INTERCHANGES	\$	223.6
• STREET IMPROVEMENTS	\$	524.1
• BRIDGES	\$	103.8
• BUILDINGS	\$	187.5
• DRAINAGE, SEWERS, AND WATERLINES	\$	36.9
• ELECTRIC UTILITY	\$	35.5
• PARKS	\$	241.3
• TRAFFIC SIGNALS	\$	44.9
• UNDERGROUND UTILITIES	\$	<u>2.9</u>
<b>TOTAL</b>	\$	<b>1,400.5</b>

# FY 2015-2016 Capital Improvement Plan Adoption Recommendations

- Open Public Hearing
- Accept Public Comments
- Close Public Hearing
- City Council to Discuss and Adopt Capital Improvement Plan

**Note: The Capital Improvement Plan is Independent of Annual Operating Costs, which are Budgeted Through the Annual Operating Budget Process**

Thank You,  
Questions or Comments?

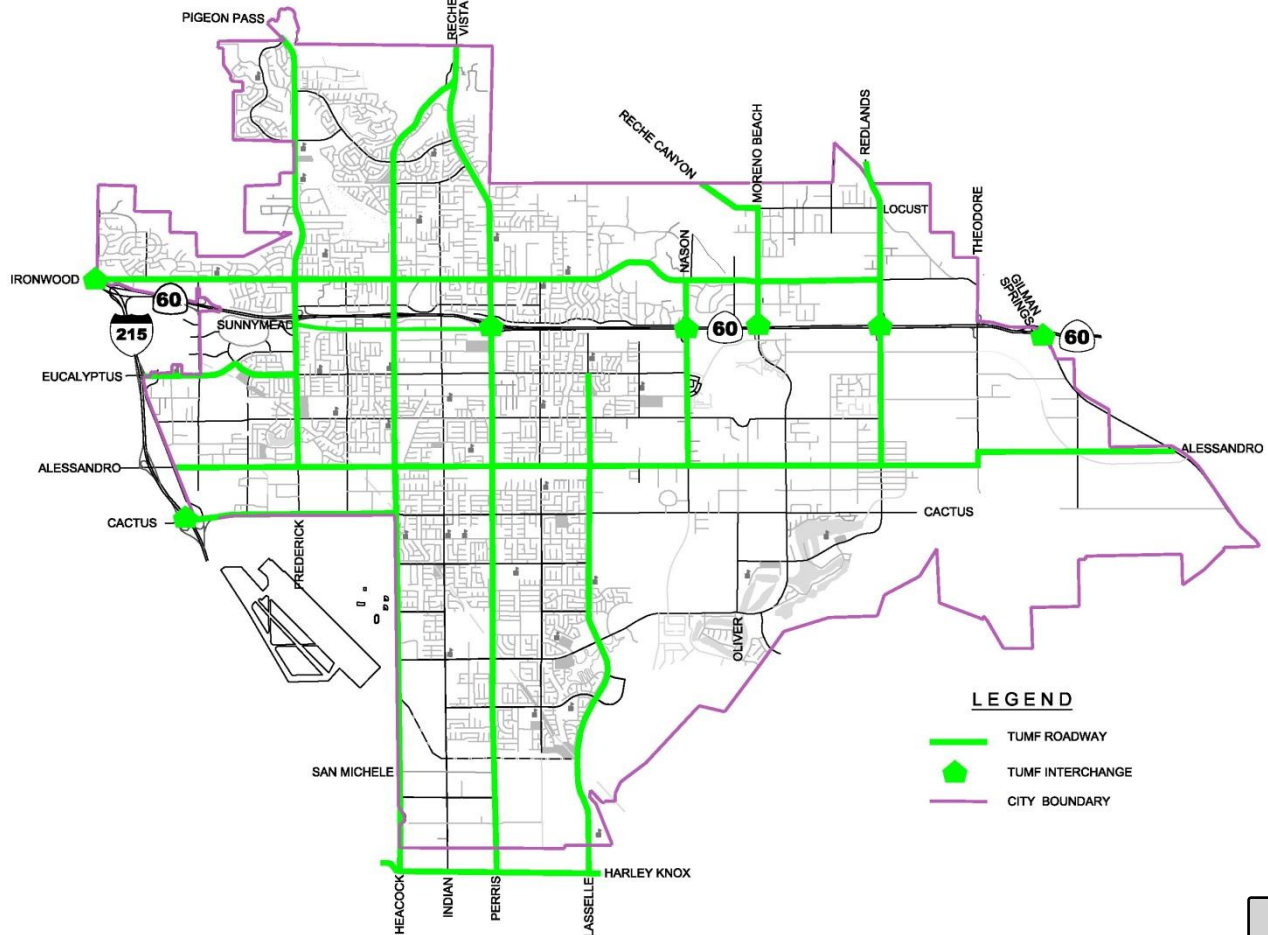


# MORENO VALLEY TUMF FACILITIES - CURRENT




N



NOT TO SCALE  
DATE: 3/6/2013



### LEGEND

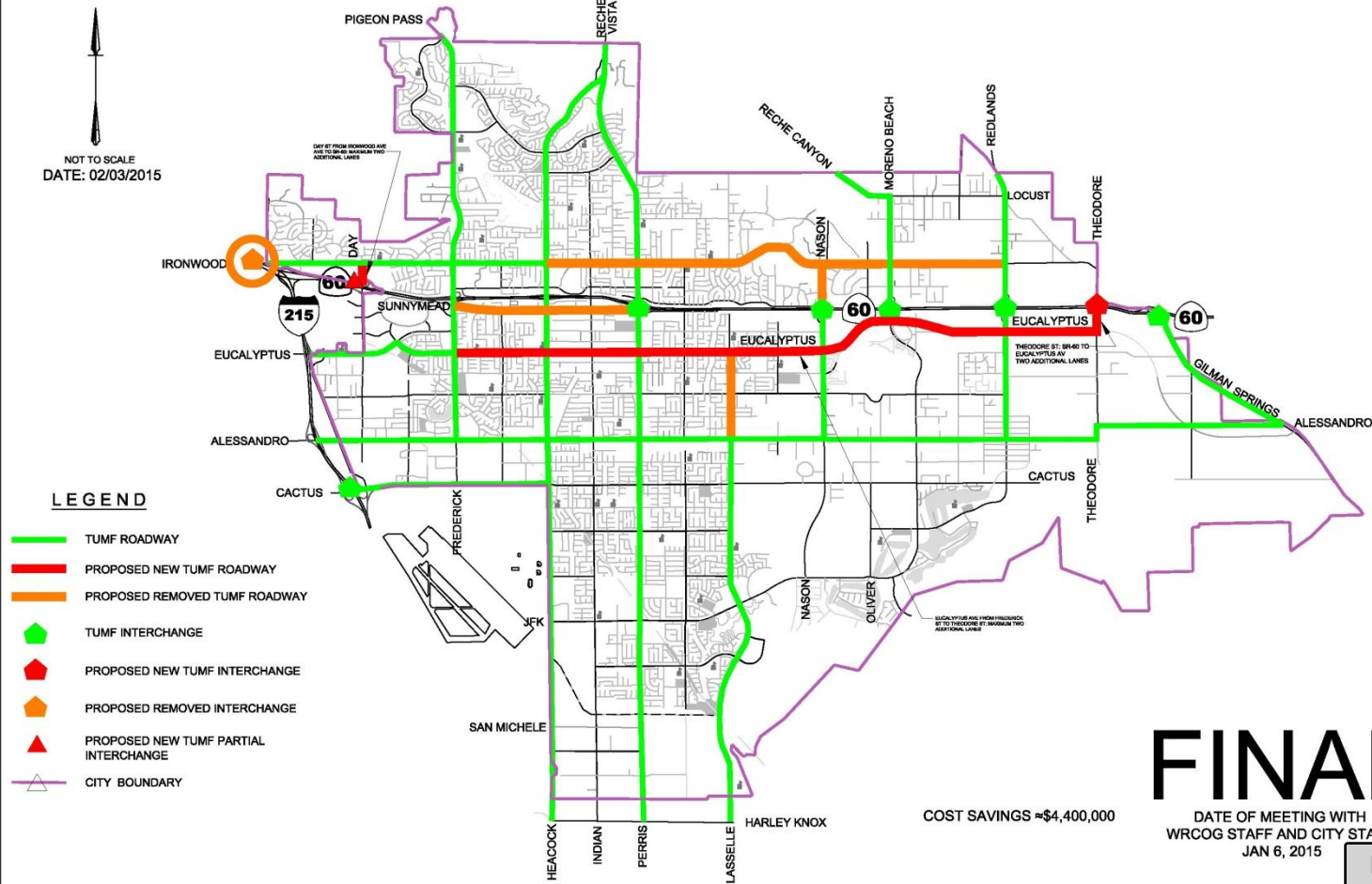
-  TUMF ROADWAY
-  TUMF INTERCHANGE
-  CITY BOUNDARY

# MORENO VALLEY TUMF FACILITIES - SUMMARY OF ADJUSTMENTS

EXHIBIT B

E.1.e

N  
 NOT TO SCALE  
 DATE: 02/03/2015



### LEGEND

- TUMF ROADWAY
- PROPOSED NEW TUMF ROADWAY
- PROPOSED REMOVED TUMF ROADWAY
- ◆ TUMF INTERCHANGE
- ◆ PROPOSED NEW TUMF INTERCHANGE
- ◆ PROPOSED REMOVED INTERCHANGE
- ▲ PROPOSED NEW TUMF PARTIAL INTERCHANGE
- △ CITY BOUNDARY

COST SAVINGS ≈\$4,400,000

# FINAL

DATE OF MEETING WITH  
 WRCOG STAFF AND CITY STAFF:  
 JAN 6, 2015

Packet Pg. 760

Attachment: Summary of the FY 2015-2016 Proposed CIP





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** May 26, 2015

**TITLE:** APPOINTMENTS TO THE EMERGING LEADERS COUNCIL (ELC)

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Appoint those applicants as recommended by Mayor Jesse L. Molina and Mayor Pro Tem Dr. Yxstian A. Gutierrez: Paulina Lizarraga, Gisselle Tapia, Ranya Kamil, Nicholas Harley Quintero and Deena Kamel with terms expiring May 31, 2017. Appoint Benjamin Ochoa to fill the alternate's opening, term expiring in two years.
2. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant.

### **SUMMARY**

This Report recommends that the Council make appointments to the Emerging Leaders Council. Applications were accepted by the City Clerk's Department to fill vacancies with terms expiring May 31, 2017. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

### **DISCUSSION**

There are three vacancies and an increase of two seats on the Emerging Leaders Council. All of the terms will expire on May 31, 2017, and one alternate position to expire in two years. All Emerging Leaders Council members shall reside in Moreno Valley.

On May 12, 2015, a resolution to increase Emerging Leaders Council was adopted by the City Council. The changes brought forward include the following: Increase the number of permanent members from seven (7) to nine (9), with two (2) alternate members; Adjust the age limit from 18-25 years of age to 17-25 years of age effective July 1, 2015; Expand eligibility to include High School students as well as College students; Alternate members will serve a two (2) year term limit; Alternate members are encouraged to attend monthly Emerging Leaders Council meetings and participate on sub-committees adopted by the Emerging Leaders Council; if an Emerging Leaders Council position is vacant, the City Council liaison and staff liaison will conduct interviews to select an alternate member to serve as a permanent member; and upon appointment, Emerging Leaders Council members will be required to show proof of age and submit a copy of their class schedule (or other means of verifying enrollment). Resolution No. 2015-31 (Attachment 1) was amended to require verification of enrollment twice per year (once in October and once in March).

The City Clerk's Department received eight applications from the following: Ana Cervantes, Daniel A. Cintron, Deena Kamel, Ranya Kamel, Paulina Lizarraga, Benjamin Ochoa, Nicholas Harley Quintero, and Gisselle Tapia (incumbent).

Mayor Jesse L. Molina, Pro Tem Dr. Yxstian A. Gutierrez and committee members reviewed the applications and conducted interviews of the candidates on May 4, 2015. The candidates selected for recommendation to the City Council are: Pauline Lizarraga, Gisselle Tapia, Ranya Kamil, Nicholas Harley Quintero and Deena Kamel. One term to fill an alternate's position was: Benjamin Ochoa.

The purpose of an Emerging Leaders Council is to identify students with the desire and potential to become community leaders, educate those students in local and regional government policies and activities, and focus their efforts on service in the Moreno Valley community.

The Emerging Leaders Council shall have the following power and duties: Increase young adult involvement within the community; Educate members and their peers on the responsibilities and importance of local government; Create opportunities for public discussion of issues of importance to the community's youth through meetings and workshops; Explore and identify issues and concerns of special importance to teens and young adults and communicate those issues to the City Council; Make recommendations to the City Council regarding youth-related programs, services, legislation, etc.; Encourage youth participation in community service programs and projects; Attend and participate in City-wide special events; Meet additional goals identified by the members of the Emerging Leaders Council; Solicit funds from private contributions, grants, sponsorships or participate in other fundraising opportunities; and Submit periodic status reports to the Mayor and City Council.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

## **ALTERNATIVES**

N/A

**FISCAL IMPACT**

N/A

**NOTIFICATION**

- 1. Posting of Notices of Openings
- 2. Publication of the agenda
- 3. Report and agenda emailed to applicants

**PREPARATION OF STAFF REPORT**

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

- 1. Resolution 2015-31

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/15 11:44 AM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 1:17 PM
City Manager Approval	<u>✓ Approved</u>	5/20/15 2:07 PM

RESOLUTION NO. 2015-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, MODIFYING THE EXISTING PROVISIONS GOVERNING THE EMERGING LEADERS COUNCIL AND REPEALING RESOLUTION NO. 2014-30.

WHEREAS, the actions of the Moreno Valley City Council directly impact the community, including our youth and young adults; and

WHEREAS, Moreno Valley has an abundance of intelligent, civic-minded college students with the potential to become future leaders of this community; and

WHEREAS, Moreno Valley's youth and young adults are capable of participating in a meaningful way in the community's governance; and

WHEREAS, the City Council has a desire to help identify these emerging leaders and provide them with the opportunity to learn about local government, advise the City Council on youth-related issues, and participate in serving their community; and

WHEREAS, a formal Emerging Leaders Council will give Moreno Valley's young adults the opportunity to communicate with the City Council and contribute to the community through participation in City government and service projects; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY MODIFY THE EXISTING PROVISIONS OF THE MORENO VALLEY EMERGING LEADERS COUNCIL WHICH SHALL SERVE AND BE GOVERNED AS FOLLOWS:

1. The purpose of the Emerging Leaders Council (ELC) is to identify students with a desire and potential to become community leaders, educate and engage young adults in local government, and focus efforts on service to the Moreno Valley community.
2. The ELC shall consist of nine, (9) members and two (2) alternates appointed by the City Council.
3. The City Council shall appoint one member of the City Council to act as liaison/advisor to the ELC. The Council liaison/advisor shall select one Council Member to assist him/her in reviewing applications and interviewing candidates and will make recommendations to the full City Council for ELC appointments.
4. The City Manager shall appoint a staff liaison to the ELC and provide such reimbursement for their necessary expenses as may be authorized by the City Council in the budget and approved in advance by the City Manager.

5. ELC members shall be high school or college students aged 17 - 25 who reside in Moreno Valley.
6. The Council-appointed liaison/advisor and staff liaison shall prepare an application for ELC membership in accordance in accordance with the standards established by other City Commissions and Boards. All applications will be submitted to the City Clerk.
7. Upon appointment, ELC members and alternates will be required to show proof of age and submit a copy of their class schedule (or other means of verifying enrollment) two times per year, once in October and once in March.
8. The terms of service for permanent members and alternates shall be for two years from June 1 to May 31. Any vacancies created on the ELC will be filled by the City Council after the liaison/advisor reviews applications and interviews candidates as needed.
9. Officers of the ELC shall be selected annually in June of each year by the members and will include a student mayor, student vice mayor and student clerk.
10. The ELC shall meet in regular session once per month on a day and time established by the ELC. All meetings shall be open to the public. Special meetings may be called by the ELC Student Mayor or by a majority of its membership provided that notice of such special meetings is given to each member at least 48 hours prior to the time of the meeting.
11. Alternate members are encouraged to attend monthly ELC meetings and participate on sub-committees adopted by the ELC.
12. The ELC shall be governed by the Brown Act and follow the Rules of Procedure for Council Meetings and Related Functions and Activities as enacted by City Resolution 2013-10, and as amended by future City Resolutions.
13. A quorum exists if 4 or more members are present and a majority vote of the members present shall be required to carry any proposed motion or action.
14. The ELC student clerk shall be responsible for keeping a public record of the ELC's actions. Promptly after approval thereof by the ELC, the original minutes of the meetings shall be filed with the City Clerk.
15. No member may take any action or make any statements committing the ELC as a whole unless given authority to do so by vote of the ELC.
16. All written communication to outside groups shall be approved by the staff liaison to the ELC and shall be sent out under the signature of the ELC student mayor with approval of the majority.

17. If a member of the ELC is absent without cause from three successive regular meetings or from twenty-five percent (25%) of the duly scheduled meetings of the ELC within any fiscal year, the ELC may request the Council liaison declare a position vacant. An absence may be excused if it is due to illness or is unavoidable and the member gives notice to assigned City staff as to the reason.
18. If a vacancy is declared, the city council liaison and staff liaison will conduct interviews to select an alternate member to serve as a permanent member of the ELC.
19. The Emerging Leaders Council shall have the following power and duties:
- Increase young adult involvement within the community.
  - Educate members and their peers on the responsibilities and importance of local government.
  - Create opportunities for public discussion of issues of importance to the community's youth through meetings and workshops.
  - Explore and identify issues and concerns of special importance to teens and young adults and communicate those issues to the City Council.
  - Make recommendations to the City Council regarding youth-related programs, services, legislation, etc.
  - Encourage youth participation in community service programs and projects.
  - Attend and participate in City-wide special events.
  - Additional goals identified by the members of the Emerging Leaders Council.
  - Solicit funds from private contributions, grants, sponsorships or participate in other fundraising opportunities.
  - Submit periodic status reports to the Mayor and City Council.

IT IS FURTHER RESOLVED THAT RESOLUTION 2014-30 IS HEREBY REPEALED.

APPROVED AND ADOPTED this 12th day of May, 2015.

Jesse T. Robison  
Mayor of the City of Moreno Valley

ATTEST:

Jane Hatfield  
City Clerk

APPROVED AS TO FORM:

by: R  
City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-31 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of May, 2015 by the following vote:

AYES: Council Members Giba, Jempson, Price, Mayor Pro Tem Dr. Gutierrez and Mayor Molina

NOES: None

ABSENT: None

ABSTAIN: None

(Council Members, Mayor Pro Tem and Mayor)

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



(SEAL)





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** May 26, 2015

**TITLE:** AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Approve a 3-year agreement with two option years with either Vasquez & Company or The Pun Group for Professional Auditing Services in an amount not to exceed the amount included in the proposal; and
2. Authorize and direct the City Manager to sign the agreement with the selected professional auditing firm on behalf of the City and its related entities, subject to approval of the City Attorney.

### **SUMMARY**

This report recommends approval of a 3-year contract with two option years for professional auditing services to either Vasquez & Company or The Pun Group. The Finance Subcommittee interviewed eight responders to the Request for Proposals (RFP) and recommends that the City Council approve the contract award, selecting from the two finalist firms. The Finance Subcommittee serves as the primary contact with the audit firm on behalf of the City Council.

Since 2000, it has been the City's practice to change auditors no less than every five years to ensure independence of the audit function. This best practice exposes the City's financial transactions, policies, procedures and internal controls to a new set of eyes every three to five years. In February 2015, the current contract with Lance, Soll, and Lunghard, LLP to provide professional auditing services ended with completion of the reporting period ending June 30, 2014.

### **DISCUSSION**

A Request for Proposals (RFP) for Professional Auditing Services was developed by staff and issued during the first week of March 2015 using our newly implemented online bid portal, Planet Bids. The purpose of the RFP was to solicit proposals from companies specializing in professional auditing services to audit all City funds and express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted auditing standards. In addition to providing auditing services, the proposal included preparation of the Comprehensive Annual Financial Report, the State Controller's Reports, the Child Care Report and the Single Audit report.

The organizations or programs to be audited include, but are not limited to, the City of Moreno Valley, Moreno Valley Community Services District, the Successor Agency of Moreno Valley, the Child Care Program, and the Single Audit of Federal Grants.

In response to the RFP for Professional Auditing Services that was distributed in early March 2015, the following eight firms submitted proposals by the deadline of April 9, 2015:

- Eadie & Payne, LLP
- Mayer Hoffman McCann P.C.
- Moss, Levy & Hartzheim, LLP
- The Pun Group, LLP
- Rogers, Anderson, Malody & Scott, LLP
- Vasquez & Company, LLP
- Vavrinek, Trine, Day & Company, LLP
- White Nelson Diehl Evans, LLP

Proposals from the above companies were evaluated by staff of the Financial & Management Services Department and members of the Finance Subcommittee. Following a review of the eight proposals by the Finance Subcommittee, all eight firms were interviewed by the Finance Subcommittee in late April and early May.

The original RFP and the complete response submitted by both Vasquez & Company and The Pun Group are attached. The company profiles that were included in the RFPs have been included in the staff report to provide background information.

**Vasquez & Company, LLP** was founded in 1982 and will perform the requested services for the City from their headquarters in Los Angeles, California. The Vasquez & Company's government practice group provides professional services to local municipalities, utilities, and other special districts. An important component of their depth of expertise, adaptability and technological innovation is their relationship with the McGladrey Alliance. McGladrey is the fifth largest accounting firm in the United States and through their affiliation with this alliance have access to over 233 offices and 12,500 staff in 47 states.

**The Pun Group, LLP**, formerly known as Pun & McGeedy LLP, was founded in 2012 with California offices in Orange County, San Diego, Walnut Creek and La Quinta. The

Pun Group will perform the requested services for the City primarily from their Orange County office located in Santa Ana, California and are a full-service accounting firm comprised of forty (40) full-time professionals who provide auditing, accounting, and advisory services.

**ALTERNATIVES**

The following alternatives are available to the City Council:

1. Approve and award a contract to the preferred audit firm and authorize staff to enter into a contract in accordance with the RFP terms.
2. Do not approve and award a contract for audit services and direct staff to rebid for the services. Staff does not recommend this alternative since time is of the essence to begin the annual audit process.

**FISCAL IMPACT**

The following table depicts the fee structure proposed by both firms for the first year, the 3-year cost and 5-year cost of the contract for the stated number of professional auditing service hours. The fee structure displayed below has been adjusted to include the estimated cost of four (4) major programs in the single audit portion of the services.

	<u>Year 1</u>	<u>3-Year Cost</u>	<u>5-Year Cost</u>	<u>annual hours</u>	<u>avg. rate/hour</u>
The Pun Group	\$ 61,500	\$ 184,500	\$ 307,500	305	\$202
Vasquez & Co.	\$ 75,944	\$ 230,111	\$ 388,894	759	\$100

Following is comparative price, hours bid and average hourly rate for all eight firms.

	<b>FY 14/15 Year 1</b>	<b>Total Annual Hours</b>	<b>Average Hourly Rate</b>
The Pun Group, LLP	\$ 61,500	305	\$ 202
Moss, Levy & Hartzheim, LLP	\$ 55,836	625	\$ 89
White Nelson Diehl Evans	\$ 66,555	583	\$ 114
Rogers, Anderson, Malody & Scott, LLP	\$ 67,360	635	\$ 106
Mayer Hoffman McCann P.C.	\$ 70,000	640	\$ 109
Vavrinek, Trine, Day & Company, LLP	\$ 72,860	680	\$ 107
Vasquez & Company, LLP	\$ 75,944	759	\$ 100
Eadie & Payne, LLP	\$ 80,450	846	\$ 95
<b>Average Year 1 cost and hours</b>	<b>\$ 68,813</b>	<b>634</b>	

The Finance Subcommittee acknowledges that the Pun Group proposes roughly half the number of hours as the other proposers, but believes that the City's requirements can nonetheless be satisfied.

The Financial Operations Division currently has included \$74,100 in the proposed budget related to professional auditing service contracts for FY 2015/16. The following table shows the annual costs that have been incurred for this service during the past 4 fiscal years.

Fiscal Year Audited	Annual Contract Cost
FY 2013-14	\$ 73,801
FY 2012-13	\$ 71,650
FY 2011-12	\$ 71,650
FY 2010-11	\$ 71,650

The proposed Agreements with either firm will cover audit services for Fiscal Years 2014/15, 2015/16 and 2016/17. Upon mutual consent, the Agreement may be extended for two additional fiscal years, through June 30, 2019.

## **NOTIFICATION**

Publication of Agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

## **CITY COUNCIL GOALS**

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

## **ATTACHMENTS**

1. RFP 2015-001 Professional Auditing Services
2. Vasquez & Company - Proposal
3. The Pun Group - Proposal

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/19/15 4:30 PM
City Attorney Approval	<u>✓ Approved</u>	5/19/15 4:32 PM

City Manager Approval

✓ Approved

5/19/15 5:20 PM



CITY OF MORENO VALLEY  
REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES

PROPOSALS ARE DUE:  
**THURSDAY APRIL 9, 2015**  
**BEFORE 1:00 p.m. (PST)**

(ALL PROPOSALS MUST BE SUBMITTED THROUGH THE ON-LINE BID MANAGEMENT SYSTEM  
WHICH IS LOCATED AT [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml))

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## I. INTRODUCTION

### A. General Information

The City of Moreno Valley is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the three (3) fiscal years beginning with June 30, 2015, with the option of two (2) additional years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth in the *Government Auditing Standards, issued* by the Comptroller General of the United States and the standards set forth by the Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

There is no expressed or implied obligation for the City of Moreno Valley to reimburse responding firms for any expense incurred in preparing proposals in response to this request.

A pre-proposal conference for all the firms interested in submitting a proposal will be held on Monday, March 16, 2015, at 10:00 a.m. in the Training Room located on the second floor of City Hall located at 14177 Frederick Street, Moreno Valley, CA 92553 to answer any questions about the engagement. After this pre-proposal conference, any inquiries concerning this request for proposals should be addressed to Virginia Garcia. All interested audit firms will be provided with a copy of the minutes of the pre-proposal conference within five (5) working days.

To be considered, the proposal must be entered into the on-line bid management system before 1:00 p.m. on Thursday, April 9, 2015. The URL for the on-line bid management system is as follows: [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml). The City of Moreno Valley reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by an Evaluation Team. During the evaluation process, the Evaluation Team reserves the right, where it may serve the City of Moreno Valley's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Moreno Valley or the Evaluation Team, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Moreno Valley reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Moreno Valley and the firm selected. The City has a standard two-party contract agreement which has been included as Exhibit E of this document. Any objections to this format must be specifically noted in the proposal.

It is anticipated that the selection of a firm to be recommended by staff to the City Council will be completed by Thursday May 14, 2015. Following the notification of the selected firm it is expected a contract will be executed between both parties by Tuesday, May 26, 2015 subsequent to City Council approval of the firm's proposal.

**B. Term of Engagement**

A three (3) year contract is contemplated beginning with the audit of data for the fiscal year ended June 30, 2015, with an option to extend the contract for two additional one-year periods (possible 5 year total), subject to the annual review and recommendation of the Chief Financial Officer, the satisfactory negotiation of terms, and the availability of an appropriation.

**C. Subcontracting**

Firms submitting proposals may subcontract portions of the engagement to other qualified firms. If this is to be done, that fact, and the name of the proposed subcontracting firms must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City of Moreno Valley.

**II. NATURE OF SERVICES REQUIRED****A. General**

The City of Moreno Valley is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the three (3) year period starting with fiscal year ending June 30, 2015, with an option for two (2) additional years. These audits are to be performed in accordance with the provisions contained in this request for proposal.

**B. Scope of Work to be Performed**

The City of Moreno Valley desires the external auditor (respondent) to audit all city funds and express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The respondent shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The respondent shall provide opinions as to the compliance with the Federal Single Audit Act and OMB Circular A-133. The respondent is not required to audit the Schedule of Expenditures of Federal Awards. However, the respondent is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The CAFR will be prepared by the audit firm but will be printed and submitted by city staff. The audit firm will render its auditors report on the basic financial statements, which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to the Management's Discussion and Analysis and required supplementary information pertaining to the General Fund and each major fund.

Organizations or programs to be audited:

- City of Moreno Valley (the “City”)
- Moreno Valley Community Services District
- The Successor Agency of Moreno Valley
- Child Care Program
- Single Audit of Federal Grants

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA),
- Standards for financial audits set forth in the U.S. Government Accountability Office's Government Auditing Standards,
- Provisions of the Single Audit Act,
- Provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and non-Profit Organizations, and
- Applicable State of California audit guidelines.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for all entities listed above.
- A report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards. (Single Audit).
- A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 (Single Audit).
- A schedule of findings and questioned costs (Single Audit).
- A report on and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.

In the required reports on internal controls the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's

ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The reports on compliance shall include all instances of noncompliance.

Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Council of the City of Moreno Valley, City Manager, City Attorney and Chief Financial Officer.

Auditors shall assure themselves that the Finance sub-committee of the City Council is informed of each of the following:

- The auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Auditor's judgments about the quality of the entity's accounting principles
- Disagreements with management
- Management consultation with other accountants
- Difficulties encountered in performing the audit

#### E. Special Considerations

The City of Moreno Valley will send its comprehensive annual financial report (CAFR) to the Government Financial Officers Association of the United States and Canada (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program. The City of Moreno Valley has received this award for the past sixteen years. It is anticipated that the auditor will not be required to provide special assistance to the City of Moreno Valley to meet the requirements of that program.

The City of Moreno Valley currently anticipates that it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

The City of Moreno Valley has determined that the U.S. Department of Housing and Urban Development functions as the cognizant agency in accordance with the provisions of the Single Audit Act and OMB Circular A-133.

The Schedule of Expenditures of Federal Awards and related external auditor's report as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.

The City of Moreno Valley anticipates the need for assistance from the respondent to comply with GASB pronouncements that take effect during the term of the contract, including GASB 68 implemented as of June 30, 2015. The level of assistance to be provided will be discussed on a case by case basis and mutually agreed upon by respondent and the Chief Financial Officer.

The City of Moreno Valley may need assistance from the respondent in the preparation of the Statement of Cash Flows for all proprietary fund types, non-expendable trust funds and discretely presented component units.

The respondent will provide a comprehensive review of all statements, footnotes, and supplementary information included in the CAFR and other reports issued as a result of this engagement.

The City of Moreno Valley obtains grants from various State of California agencies and desires to meet the audit requirements in the most cost efficient method possible. This may require some additional audit services as mutually agreed upon by the respondent and the City of Moreno Valley.

#### F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Moreno Valley of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Moreno Valley
- U.S. Department of Housing and Urban Development (HUD)
- U.S. General Accountability Office (GAO)
- Auditors of entities of which the City is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### III. DESCRIPTION OF THE GOVERNMENT

#### A. Background Information

The City of Moreno Valley serves an area of 50 square miles with a diverse population of approximately 199,258. The City government is divided into 12 departments, the Successor Agency and the Community Services District. These City departments provide services ranging from police and fire services to parks and recreation and library services and electric utility service. The City

contracts with Riverside County for police services and with Riverside County/California Division of Forestry for fire services.

The accounting and financial reporting functions of the City are centralized in the Finance & Management Services Department.

The City of Moreno Valley has a June 30 fiscal year end. The 2014-15 annual budget for the City of Moreno Valley is approximately \$163 million (operating and capital). The budgeted personnel cost for the year is approximately \$32 million which represents approximately 381 personnel.

The complete budget and past CAFRs can be reviewed on the City's website at the following addresses:

Budget: [http://www.moval.org/city\\_hall/departments/admin/budgetoffice.shtml](http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml)

CAFR: [http://www.moval.org/city\\_hall/departments/admin/financial-ops.shtml](http://www.moval.org/city_hall/departments/admin/financial-ops.shtml)

#### B. Fund Structure

The City of Moreno Valley uses the following fund types and account groups in its financial reporting

<b>Fund Type</b>	<b>Number of Individual Funds</b>	<b>Number included in Legally Adopted Budget</b>
<b>General fund</b>	1	1
<b>Special revenue funds</b>	51	51
<b>Debt service funds</b>	8	8
<b>Capital project funds</b>	18	18
<b>Permanent funds</b>	5	5
<b>Enterprise funds</b>	1	1
<b>Internal service funds</b>	6	NA
<b>Private-purpose trust funds</b>	1	1
<b>Investment trust funds</b>	0	0
<b>Pension trust funds</b>	0	0
<b>Agency funds</b>	8	NA

#### C. Pension Plans

The City of Moreno Valley participates in the California Public Employees Retirement System (PERS), an agency multiple employer plans. PERS provides actuarial services for the plan.

#### D. Federal and State Awards

The City has received Federal and State financial assistance under the following programs during the year:

U.S. Department of Housing and Urban Development (Community Development Block Grants, HOME Partnership and Neighborhood Stabilization Program), the U.S. Department of Transportation, the U.S. Department of Justice, U.S. Department of Energy and other State grants used for Parks and Recreation projects.

E. Magnitude of Financial & Management Services Department

The Financial & Management Services Department is headed by the Chief Financial Officer, Richard Teichert, and consists of 45 full-time positions. The principal functions performed and the number of employees assigned to each function are as follows:

Administration (2).

Financial Operations Division (9) - This division provides full accounting services including internal and external reporting for the City, Community Services District and Successor Agency; payroll and accounts payable. This division also administers the annual audit process and is responsible for determining the propriety and legality of all financial transactions in accordance with laws, regulations, accounting standards, and Council and administrative policy.

Financial Resources Division (8) Develops and manages budget information including Citizens Guides to the Adopted Budget and the Capital Improvement Plan. Also administers the Successor Agency for the former Redevelopment Agency, Affordable Housing, Community Development Block Grants, HOME Improvement partnership, and the Neighborhood Stabilization Program for the City.

Special Districts (8) - Evaluates, establishes and administers special financing districts for construction and acquisition of public infrastructure, as well as manages special benefit programs for street lighting, parkway landscape and improved median landscape maintenance services to residential neighborhoods and commercial/industrial areas. To pay for each financed district or program service, Special Districts annually submits for collection on the Riverside County property tax bill a levy of Community Services District charges, special taxes and/or assessments, nuisance abatement fees, National Pollutant Discharge Elimination System rates, and solid waste delinquencies.

Technology Services Division (14) - This division is responsible for the centralized design, maintenance, security and support of the City's technology, applications, communication infrastructure, computer network, and telephone/radio systems. Four sections in this division provide city-wide support for the computer network and security, including desktop support and Internet access; support for databases and various enterprise software applications including an Enterprise Resource Planning (ERP) system, Permitting system, Document Imaging system, Citizen Relationship Management (CRM) system, Work Order system, and Geographic Information System (GIS); and the communications backbone, telephone system, audio/video, video surveillance and two-way radio communications.

Treasury Operations Division (6) - This division’s primary responsibilities include accounts receivable, business licensing and cashiering, daily cash management, oversight of the investment portfolio, debt management and implementation of controls to safeguard cash. This division is also responsible for developing revenue projection models and conducting revenue audits to ensure compliance with City ordinances and other laws and regulations that govern City revenues.

F. Finance Sub-Committee

The City of Moreno Valley has a finance oversight committee that meets on a monthly basis, generally to discuss various financial issues, policies and projects prior to being reviewed by the City Council. The committee consists of the following:

- 2 Members of the City Council
- Chief Financial Officer

The Finance Sub-Committee will evaluate a short list of firms recommended by the Evaluation Team that has been established for the request for proposal process, and will make a recommendation to the City Council regarding the preferred firm.

G. Computer Systems

For its general ledger and other financial systems, the City uses the Logos ERP system developed by New World Systems.

File management and email is accomplished using Microsoft Outlook. Application software includes Word, Excel, and Access.

H. Availability of Prior Reports and Working Papers

An unqualified opinion has been received for the past 30 years. Review of working papers may be arranged with the firm that conducted the audits for the years 2011-2014:

Lance, Soll & Lunghard, LLP  
203 N. Brea Blvd, Suite 203  
Brea, CA 92821  
(714) 672-0022

IV. TIME REQUIREMENTS

A. Proposal Calendar

Request for proposal issued	March 9, 2015
Non-Mandatory Pre-Proposal conference	March 16, 2015
Due Date for Proposals	April 9, 2015
Finalist Selection	April 30, 2015
Finalist Oral Interviews	May 4-7, 2015
Final Selection and Notification	May 11-14, 2015
Contract Award	May 26, 2015

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



## B. Audit Schedule

The planning phase of the audit engagement may commence upon notification to the auditor of the acceptance of their proposal. The auditor shall provide the City with an audit plan and a list of schedules to be prepared by City staff prior to the beginning of fieldwork. Interim fieldwork during a normal year would be expected to be performed in April/May with the final phase of fieldwork to be completed in September/October. Based on the timing of this RFP those dates may be different for the initial audit period.

The City will attempt to have the books closed and all agreed upon schedules available for the auditors by September/October.

The auditor shall have drafts of the **final** reports and recommendations to management available for review by the Financial & Management Services Department by the following dates:

- |                                   |             |
|-----------------------------------|-------------|
| ▪ CAFR                            | November 20 |
| ▪ Child Care Program Audit Report | October     |
| ▪ Single Audit Report             | December    |

### Entrance Conferences, Progress Reporting and Exit Conferences

An entrance conference should be scheduled prior to beginning interim fieldwork. Progress reports are expected on a bi-weekly basis to the Chief Financial Officer or their designee. An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

### Presentation of Audit Results

The audit firm may be requested to present the City's and Special District's financial statements and any audit findings to the Finance Sub-Committee and/or the City Council.

### Final Reports

The Financial & Management Services Department will complete their review of the draft report as expeditiously as possible. This process is not expected to exceed two weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the drafts. Once all issues are resolved, the final signed report shall be delivered to the Chief Financial Officer within ten (10) working days. It is anticipated that this process will be completed and the final reports for both the City and the Special Districts will be delivered by November.

It is anticipated that the City will assume the responsibility for the printing and binding of the CAFR.

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V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

## A. Financial and Clerical Assistance

The Financial & Management Services staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City.

Audit Staff Assistance:

Working papers, reports, risk assessments, and department files are available to the respondent for review and use as necessary.

Technology Services Assistance:

Through a process mutually agreed to by both parties, Technology Services personnel will be available to provide systems documentation and explanations. The respondent will be provided access to the general ledger for viewing and inquiry purposes. Any equipment that requires access to the City's network must be preapproved by the Technology Services Division. Technology Services will be checking for the absence of malicious software as well as the presence of up-to-date Operating System, application, firmware, and anti-virus software. Vendors will not be allowed to connect networking equipment (i.e. routers, switches, wireless routers) to the City's network.

## B. Statements and Schedules to be Prepared by City Staff

The staff of the City will prepare the statements and schedules necessary to support the individual fund statements. Additional statements and schedules will be prepared by the City upon mutual consent of the City and the respondent. The date the final trial balance will be available will be mutually agreed upon between City staff and the respondent during the audit pre-planning meeting. It is anticipated that the City will prepare the combining statements for inclusion in the financial statements. The intent is to have this information by approximately the second week in November.

The City will be responsible for the preparation and submittal of the CAFR to GFOA for consideration in the Certificate of Achievement for Excellence in Financial Reporting award program.

## C. Work Area, Telephone, Photocopying and FAX Machines

The City of Moreno Valley will provide the respondent with reasonable workspace, desks and chairs.

## VI. PROPOSAL REQUIREMENTS

### A. General Information

Inquiries regarding the request for proposal should be made through the on-line bid management system ( [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml) ). Please do not contact city staff directly.

**CONTACT WITH PERSONNEL OF THE CITY OTHER THAN THOSE LISTED ABOVE REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

#### Submission of Proposals

To be considered, the proposal must be entered into the on-line bid management system before 1:00 p.m. on Thursday, April 9, 2015. The URL for the on-line bid management system is as follows: [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml). The City requests that all responses follow the prescribed format outlined as follows:

- Title Page: Title page showing the request for proposals subject; the firms name; the name, address and telephone number of the contact person; and the date of the proposal. Please refer to R.F.P. 2015-001.
- Table of Contents
- Technical Proposal: The Technical Proposal should follow the order set forth in section VI.B of this request for proposals. THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL SECTION.
- Cost Proposal: All dollar units and/or total costs should be shown in this section, not in the Technical Proposal. This cost should represent the All-inclusive Maximum rate for each year for all five years of the potential engagement period and the schedule of rates for professional fees and services (see Exhibit D).
- Non-Collusion Affidavit: The proposal must have a completed Non-Collusion Affidavit form. (Exhibit B)
- Vendor Information: The proposal must have a completed Non-Collusion Affidavit form. (Exhibit C)

Appendices or Attachments: Include as needed.

### B. Technical Proposal

General Requirements: The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Moreno Valley in conformity with the requirements of the request for proposal. As such, the substance of proposals

will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements. The Technical Proposal should be a concise and straight-forward description of the proposer's capability to satisfy the requirements. While additional data may be supplied, the data identified in the following paragraphs must be included in the response. These sections represent the key criteria that proposals will be evaluated by.

1. Independence: The firm should provide an affirmative statement that it is independent of the City of Moreno Valley, the Successor Agency of the City of Moreno Valley and the Moreno Valley Community Services District as defined by generally accepted auditing standards and the U.S. Government Accountability Office's (GAO) Government Auditing Standards (2003).
2. License to Practice in the State of California: An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in the State of California.
3. Firm Qualifications and Experience: The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
  - a. The firm is required to include a summarization of the results of its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.
  - b. The firm shall provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and the status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
4. Partner, Supervisory and Staff Qualifications and Experience: The firm should identify the principal supervisory and management staff, including engagement partner, manager, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is registered or licensed to practice as a certified public accountant in the State of California. The firm should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. **The firm should indicate how the quality of the staff over the term of the agreement would be assured.**

5. Similar Engagements with Other Government Entities: For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in the request for proposal. Indicate the scope of work, date engagement partners, total hours and the name and telephone number of the principal client contact.
6. Lost Clients and Pending Litigation: The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. The work plan should reference such sources of information as the City of Moreno Valley's budget and related materials, organization charts, manuals and programs, and financial and other management information systems.
7. Specific Audit Approach: The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. The work plan should reference such sources of information as the City of Moreno Valley's budget and related materials, organization charts, manuals and programs, and financial and other management information systems.

Proposers will be required to discuss the following topics related to their audit approach:

- a. Proposed segmentation of the engagement
  - b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
  - c. Sample size and the extent to which statistical sampling is to be used in the engagement
  - d. Extent of use of software in the engagement
  - e. Type and extent of analytical procedures to be used in the engagement
  - f. Approach to be taken to gain and document an understanding of the City's internal control structure
  - g. Approach to be taken in determining laws and regulations that will be subject to audit test work
  - h. Approach to be taken to communicate with City regarding changes to draft CAFR during review process
  - i. Approach to be taken to identify and schedule audit due dates
8. Identification of anticipated potential audit problems: The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City

### C. Cost Proposal

**An example of the desired format for the Cost Proposal has been included in Exhibit D**

Total All-Inclusive Maximum Price: The Cost Proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs.

The City will not be responsible for expense incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs should not be included in the proposal.

The first page of the Cost Proposal should include the following information:

- Name and address of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City
- A Total All-Inclusive Maximum Price for the audit of Fiscal Years 2015, 2016, 2017, 2018 and 2019.

#### Rates by Partner, Specialist, Supervisory and Staff Level Time Hours Anticipated for Each

The Cost Proposal should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price for the engagement.

#### Rates for Additional Professional Services

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in Exhibit D Section II, Schedule of Billing Rates for Supplemental Services.

#### Manner of Payment

Progress payments will be made on a percentage of completion method based on the hours of work completed during the billing period as compared to the estimated hours for the complete engagement. Invoices representing these billings will be provided to the City on a monthly basis. An amount of not less than 10% of the total contract amount will be held by the City pending the receipt of the firm's final reports. Payment will be deposited by means of ACH.

## VII. EVALUATION PROCESS

### A. Evaluation Team

Proposals submitted will be reviewed by an Evaluation Team composed of City staff. Recommendations from the Evaluation Team will be forwarded on to the Finance Sub-committee for consideration. The final selection as approved by the Finance Sub-committee will be recommended to the City Council for approval.

### B. Review of Proposals

The Evaluation Team will use a point formula during the review process to score proposals. Each member of the Evaluation Team will score each Technical Proposal by each of the criteria described in Section VIII below. The full Evaluation Team will convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point firms with unacceptable low technical scores will be eliminated from further consideration.

After the composite technical score for each firm has been established, the Cost Proposal will be evaluated and additional points will be added to the technical score based on the bid price. The maximum score for bid price will be assigned to the lowest total all-inclusive bid. Appropriate fractional scores will be assigned to the other proposers.

The City retains the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

## VIII. EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process and their relative weights in the overall evaluation process.

### A. Mandatory Elements

- The audit firm is independent and licensed to practice in the State of California
- The firm has no conflict of interest with regard to any other work performed by the firm for the City
- The firm adheres to the instructions and format identified in this request for proposal on preparing and submitting the proposal
- The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

B. Technical Qualifications (Maximum Points - 80)

Expertise and Experience

- The firm's past experience and performance on comparable government engagements
- The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- The firm's ability to assist the City in implementing current and proposed GASB pronouncements
- The firm's past experience auditing Federal and State grant programs
- Experience in providing ongoing financial consulting services to municipalities

Audit Approach

- Adequacy of proposed staffing plan for various segments of the engagement
- Adequacy of sampling techniques
- Adequacy of analytical procedures

C. Price (Maximum Points – 20)

**COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM**

D. Oral Presentations

During the evaluation process, the Evaluation Team may, at its discretion, request any one or all of the firms to make oral presentations. Such presentations will allow the Evaluation Team or the Finance Sub-committee the opportunity to ask any remaining questions regarding the firm's proposal. Not all firms may be asked to make such oral presentations but it is anticipated that two finalist firms will be asked to make oral presentations to the Finance Sub-committee. These presentations are expected to occur the week of May 4-7, 2015 and will be limited to one (1) hour.

E. Final Selection

The Finance Sub-committee will select a firm based on the recommendation of the Evaluation Team and the oral presentations.

It is anticipated that a final selection will be made by Friday, May 15, 2015. Following the notification of the firm selected, it is expected that a contract will be executed between both parties by Friday, May 29, 2015.



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**IX. OTHER CONSIDERATIONS****A. Firm is not an Employee of the City**

It is understood that the selected firm will not act hereunder in any manner as an employee of City, but solely under this Agreement as an independent consultant, and the City shall not under any circumstances be liable to the firm or any person or persons acting for or under it, or to any person injured, for any deaths, injuries, or property damage received or claimed, unless any such liability arises by virtue of negligence by the City, its officers, agents, or employees, and the firm agrees to defend and hold the City free and harmless from liability therefore which is not due to any fault of the City, its officers, agents, or employees.

**B. Hold Harmless Clause**

The Firm shall indemnify and save harmless the City against all loss, cost or damage on account of any injury to persons or property, including employees or property of the City, occurring in the performance of the contract.

**C. Insurance Requirements**

Proof of insurance (Exhibit F) coverage for personal injury and property damage, including commercial general and automobile liability and contractual liability shall be provided in the amount of \$1,000,000 and in a form acceptable to the City. The City shall be named additional insured by separate endorsement. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements and professional liability coverage (\$1,000,000) shall also be provided. All coverages shall be provided by a carrier authorized to transact business in California and shall be primary.

**D. Licensing Requirements**

Any professional or business licenses required will be the sole cost and responsibility of the Firm.

**E. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City of Moreno Valley reserves the right without prejudice to reject any or all proposals.

R.F.P 2015-001

**EXHIBIT A**  
**CITY OF MORENO VALLEY GENERAL TERMS & CONDITIONS**

1. **SUPPLIER CONFORMANCE:** All materials or services supplied by the Contractor shall conform to the specifications contained herein as well as to the applicable requirements of the City Ordinances, and all applicable State and Federal Laws.
2. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the time and price shown, notify the City Purchasing Division immediately. Do not make delivery changes without approval.
3. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at destination, unless otherwise instructed by the City. Until delivery and acceptance, and after any rejections, risk of loss will be on the vendor unless loss results from the negligence of the City of Moreno Valley. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this purchase order, except where specialized inspections or tests are specified for performance solely by the City, the vendor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the purchase order conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.
4. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this purchase order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this purchase order.
5. **FREIGHT AND FREIGHT CHARGES:** Unless otherwise noted freight is to be shipped F.O.B. Destination. Vendor owns title to goods and is responsible for goods until reaching the City's designated destination. When freight charges are pre-approved by the City the seller's actual freight charges shall be prepaid and added to the invoice.
6. **SALES AND USE TAXES:** Sale tax must be shown on the invoice as a separate item. On out-of-state purchases, the vendor must show his Use Tax Permit Number issued by the California State Board of Equalization, which authorized him to charge and collect California sales tax.
7. **EXCISE TAX:** If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price of the article. The City of Moreno Valley, as a governmental agency, is exempt from the payment of said tax and will issue an exemption certificate.
8. **MISCELLANEOUS CHARGES:** Charges for transportation, containers, packing, etc, will not be allowed unless so specified in this order.
9. **PAYMENTS:** Payment terms are NET/30. Terms other than NET/30 must be authorized in writing from the City. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest.

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10. **INVOICES:** One original invoice shall be supplied to the City. Invoices shall be submitted in duplicate (one copy shall be marked "Original") when you the vendor require an invoice copy with payment. Unless otherwise specified the invoice shall contain the following information: purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, freight charges, all applicable taxes and handling charges where authorized. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants.
11. **MATERIAL SAFETY DATA SHEET:** It is mandatory for a manufacturer, supplier, or distributor to supply with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the vendor is required to provide new information relevant to the specific material.
12. **PURCHASE DOCUMENTS:** A copy of the Notice Inviting Bids, the Bid or Request for Quotation, a copy of these General Conditions and the Specifications of the Bid or Request For Quote will remain on file with the City in accordance with applicable laws.
13. **COMMERCIAL WARRANTY:** The vendor agrees that the supplies or services furnished under this purchase order shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this purchase order.
14. **ASSIGNMENT OF CLAIMS:** Claims for monies due or to become due under this purchase order shall be assigned only pursuant to prior written consent of the City Manager or his designated representative.
15. **HOLD HARMLESS:** The vendor shall indemnify and hold the City Of Moreno Valley, its officers, agents and employees, harmless from all claims, actions, proceedings, clauses, damages and liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this order.
16. **INSURANCE:** The vendor shall provide a certificate of insurance evidencing general liability insurance coverage of \$1,000,000 per occurrence with an endorsement binder listing the City of Moreno Valley, the Moreno Valley Community Service District, and the Redevelopment Agency of the City of Moreno Valley as additional insureds. High-hazard products or services may require higher insurance limits, as determined by the City of Moreno Valley Risk Manager.
17. **DEFAULT BY SUPPLIER:** In case of default by supplier, the City reserves the right to procure the articles or services from the other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
18. **TERMINATION:** Either party has the right to terminate the Agreement with thirty (30) days written notice.



R.F.P 2015-001

**EXHIBIT C**  
**VENDOR INFORMATION**

2007. PROPOSERS COMPANY INFORMATION (print or type)

Company

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

Owner / Manager Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Remit To Address (if different from PO mailing address)

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Web

Site: \_\_\_\_\_

Phone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

Incorporated? (circle one) YES or NO Federal Tax I.D. # or Social #

\_\_\_\_\_

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

How many years of relevant experience within the scope of this RFP? \_\_\_\_\_

2007. REFERENCES

Company Name: Contact Person: Phone:	Web Site: e-mail address:
Company Name: Contact Person: Phone:	Web Site: e-mail address:
Company Name: Contact Person: Phone:	Web Site: e-mail address:

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal have been fully read, understood, and accepted in total; and that **I am a duly authorized agent for quoting purposes for the company named above.**

\_\_\_\_\_  
(Print Quoting Persons Name)

\_\_\_\_\_  
(Quoting Persons Signature)

(Date)

\_\_\_\_\_  
(Title)

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

R.F.P 2015-001  
Exhibit D

CITY OF MORENO VALLEY  
RFP VAG 14/15-05  
PROFESSIONAL AUDIT SERVICES

**COST PROPOSAL SUMMARY**

Section I

**AUDIT WORK MULTI-YEAR COST PROPOSAL**

	Engagement Contract Years			Optional Years	
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
CITY AUDIT AND RELATED REPORTS	\$ -	\$ -	\$ -	\$ -	\$ -
GANN LIMIT REVIEW REPORT	\$ -	\$ -	\$ -	\$ -	\$ -
CSD AUDIT AND SPECIAL REPORTS	\$ -	\$ -	\$ -	\$ -	\$ -
CHILD CARE GRANT AUDIT AND RELATED REPORTS	\$ -	\$ -	\$ -	\$ -	\$ -
SINGLE AUDIT AND RELATED REPORTS	\$ -	\$ -	\$ -	\$ -	\$ -

	Optional				
STATE CONTROLLERS REPORTS (CITY AND CSD)	\$ -	\$ -	\$ -	\$ -	\$ -

The State Controller's Report is separate from the audit engagement and is an optional service. It will not be included in the evaluation process.  
The City has not yet decided if the State Controller's Report will be prepared inhouse or contracted out.

**SCHEDULE OF FEES AND SERVICES FOR THE AUDIT OF THE FY 2014-15 FINANCIAL STATEMENTS**

	# of Hours	Hourly Rate	Total Cost
Partners		\$ -	\$ -
Managers		\$ -	\$ -
Senior Auditor		\$ -	\$ -
Staff Auditor		\$ -	\$ -
Clerical		\$ -	\$ -
Sub-total		\$ -	\$ -
Out of Pocket Expenses		\$ -	\$ -
Total all-inclusive maximum price for the 2014-15 audit.		\$ -	\$ -

Section II **SCHEDULE OF BILLING RATES FOR SUPPLEMENTAL SERVICES**

	Hourly Rate
Partner	\$ -
Manager	\$ -
Senior Auditor	\$ -
Staff Auditor	\$ -
Clerical	\$ -
Other	\$ -
	\$ -
	\$ -

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR

R.F.P 2015-001

**EXHIBIT E**

City of Moreno Valley

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made by and between the City of Moreno Valley [or **Moreno Valley Housing Authority or Moreno Valley Community Services District**], California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS: CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS], hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

**RECITALS**

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

**TERMS**

**CONTRACTOR INFORMATION:**

Contractor's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Other Contact Number: \_\_\_\_\_  
 Business License Number: \_\_\_\_\_  
 Federal Tax I.D. Number: \_\_\_\_\_

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

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

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

#### STANDARD TERMS AND CONDITIONS:

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

- attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the

CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

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

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

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

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

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

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

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

R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

[CONTRACTOR  
ADDRESS  
ADDRESS  
Attn: [INSERT NAME]

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: [INSERT TITLE & DEPARTMENT]

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

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SA

**SIGNATURE PAGE TO FOLLOW**

MA

RO

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

City of Moreno Valley

Insert Name of Contractor

BY: \_\_\_\_\_  
Chief Financial Officer  
/City Manager/Mayor  
*(Select only one please)*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

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

\_\_\_\_\_  
Date

W

A

M

B

F

M

**ONLY**

ATTEST:

\_\_\_\_\_  
City  
*(only need to sign)*

APPROVED AS TO LEGAL:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head  
*(if contract exceeds 15,000)*

\_\_\_\_\_  
Date

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

**EXHIBIT A**

SCOPE OF WORK

**EXHIBIT B**

CITY RESPONSIBILITIES

**EXHIBIT C**

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ \_\_\_\_\_.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

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

Copies of invoices may be submitted to the \_\_\_\_\_ Department at

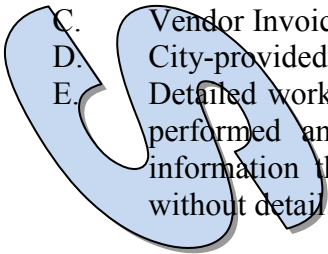
[<email address>](mailto:_____@moval.org)@moval.org or calls directed to (951) 413-????.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number

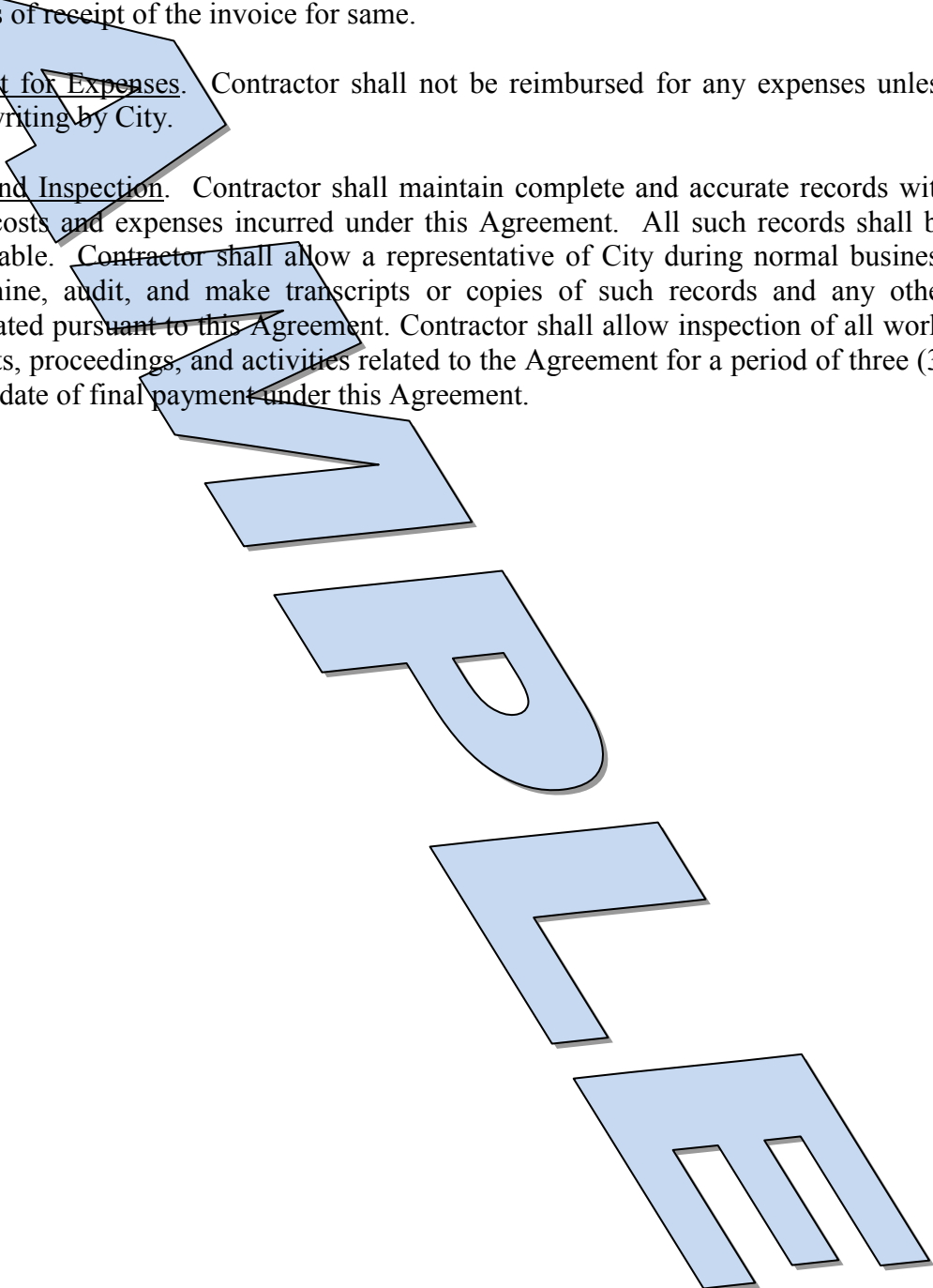
Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



- B. Invoice Date
- C. Vendor Invoice Number
- D. City-provided Reference Number (e.g. Project, Activity)
- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.



- 6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- 7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- 8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.





POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment: RFP 2015-001 Professional Auditing Services (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# TECHNICAL PROPOSAL TO R.F.P. 2015-001 PROFESSIONAL AUDITING SERVICES

## City of Moreno Valley

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

Submitted by:  
Gilbert R. Vasquez  
Managing Partner  
801 S. Grand Avenue, Suite 400  
Los Angeles, CA 90017-4646  
Tel: 213-873-1701  
Fax: 213-873-1777  
Date: 4/09/2015

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801 S. Grand Avenue, Suite 400  
Los Angeles, CA 90017-4646  
Ph. (213) 873-1700  
Fax (213) 873-1777

[www.vasquezcpa.com](http://www.vasquezcpa.com)

**OFFICE LOCATIONS:**

Los Angeles  
Sacramento

## TRANSMITTAL LETTER

April 09, 2015

City of Moreno Valley  
Attn: City Clerk's Office  
14177 Frederick Street  
Moreno Valley, CA 92552

### RE: Request for Proposal 2015-001 for Professional Audit Services

Vasquez & Company LLP (Vasquez) is pleased to respond to the City of Moreno Valley's (City) request for proposal to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2015, with the option of extending the agreement for an additional two-year period. Our years of experience in serving governmental entities and our hands-on commitment to superior service, integrity and knowledge make us particularly qualified to provide the professional services requested by the City.

#### Experienced Leaders:

- Margaret McBride, Vasquez Government Practice Leader and former KPMG partner-in-charge of government advisory services to the Western Region
- Roger Martinez, Vasquez Audit Practice Leader and former KPMG national office practice partner dealing with complex audit, accounting and risk management issues at a national level

#### National Resources:

- McGladrey Alliance (fifth largest accounting firm in the United States)

#### Anticipating your needs:

- Our professionals, with extensive experience in performing financial and compliance audits of local municipalities will bring an unbiased, fresh perspective to the City's systems, operations and practices. Our experience will allow us to assess risk and compare existing policies and procedures to those used by other efficient, reputable agencies. We will focus on the critical areas to your operations.

#### Communication with the City:

- Hold regular scheduled status meetings with partner, manager and in-charge in attendance.
- Include detailed agendas
- Meaningful status reports
- Active participation in presenting the audit results
- Responding to the City observations and questions
- Developing effective solutions to identified challenges.
- Supplemental less formal communication
- Availability of all team members, including the engagement partner and quality control partner, on a year-around basis

**Addressing critical accounting matters:** Recognizing that your interests are best served by highly qualified, knowledgeable and trained accountants and auditors, we offer our staff and our clients:

- Frequent training in current technical matters and subjects of importance to the finance, accounting and auditing aspects of local governments such as new GASB and SAS requirements
- Specifics of Federal and State of California regulations as they pertain to local government accounting early

#### **Timeliness:**

- We understand and appreciate the importance of adhering to agreed-upon timelines and meeting deadlines
- We structure our audit approach to recognize issues early, plan for the orderly completion of our work and avoid end-of-the-audit surprises

#### **Experience with the Excellence in Financial Reporting Award Programs:**

- Margaret McBride, former reviewer for the GFOA Certificate of Excellence in Financial Reporting has assisted our clients in achieving their certificate of award

#### **New GASB Pronouncement Experience:**

- Our team has assisted our clients in the adoption of applicable Governmental Accounting Standards Board (GASB) statements
- Our firm assists clients in assessing their readiness to implement the new standard as well as guiding them through the actual implementation

#### **Providing an effective and efficient audit:**

- Our risk-based approach
- Our high caliber management team
- Our experienced staff
- Ensures that critical issues are not overlooked but instead are promptly identified, communicated to you and resolved to the City's satisfaction

We thank you for this opportunity to present our firm's professional qualifications to the City. We trust that you will find Vasquez uniquely qualified to provide the City with professional auditing services. Should you have any questions or desire further assistance, please call me at the contact information below.

VASQUEZ & COMPANY LLP



Gilbert R. Vasquez  
Managing Partner  
Office: 213-873-1701  
Email: grv@vasquezcpa.com



## INDEPENDENCE

Vasquez meets the independence requirements of the auditing standards generally accepted in the United States of America and the *Government Auditing Standards*, 2011 revision, published by the United States General Accounting Office (“Yellow Book”) as it relates to the City.

### Independence Policies and Monitoring Programs

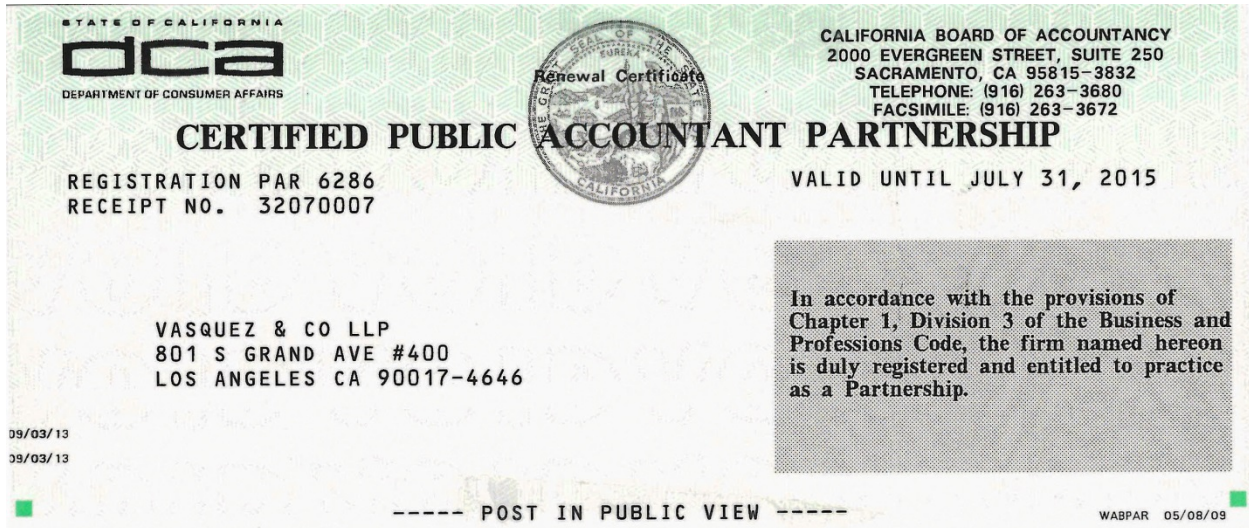
One of the primary objectives of our system of quality control is to provide reasonable assurance that our firms and personnel comply with relevant ethical requirements when discharging professional responsibilities. Relevant ethical requirements include independence, integrity and objectivity.

Our firm satisfies this objective by establishing and maintaining policies and enforcing specific procedures relative to the following:

- Personnel adherence to relevant ethical requirements such as those in regulations, interpretations and rules of the AICPA, Securities and Exchange Commission, Department of Labor, Public Company Accounting Oversight Board, U.S. Government Accountability Office, state CPA societies, state boards of accountancy, state statutes and any other applicable regulators.
- Communicating independence requirements to firm personnel and, where applicable, others subject to them.
- Identifying and evaluating possible threats to independence and objectivity, including the familiarity threat that may be created by using the same senior personnel on an audit or attest engagement over a long period of time, and to take appropriate action to eliminate those threats or reduce them to an acceptable level by applying safeguards.
- Withdrawing from engagements if effective safeguards to reduce threats to independence to an acceptable level cannot be applied.
- Written confirmation, at least annually, of compliance with policies and procedures on independence from all firm personnel required to be independent by relevant requirements.
- Confirming the independence of another firm or firm personnel in associated member firms who perform part of an engagement.
- Rotating personnel for audit or attest engagements where regulatory or other authorities require such rotation after a specified period.
- Advising acquired practice units of our policies related to independence, integrity and objectivity.

## LICENSE TO PRACTICE IN CALIFORNIA

Vasquez is properly licensed to conduct public accounting in California. Furthermore, Vasquez holds valid business permits and other documents as required by the City, County, State, and other governmental and/or regulatory bodies to legally engage in and perform the services requested under this RFP. We further assure that management-level engagement team members are properly licensed Certified Public Accountants in California. Vasquez certifies that upon notification, it will inform the City of any suspension, termination, lapse, non-renewals, or restrictions of its licenses, certificates, or other required documents.



Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

## FIRM QUALIFICATIONS AND EXPERIENCE

Vasquez, under its current name, was established in 1982 as a Limited Liability Partnership registered with the State of California Department of Consumer Affairs.

### OFFICE LOCATIONS

Vasquez would serve the City from our headquarters in downtown Los Angeles.

#### Headquarters

801 S. Grand Avenue, Suite 400  
 Los Angeles, CA 90017-4646  
 t) 213-873-1700  
 f) 213-873-1777

#### Regional

1215 K Street, 17<sup>th</sup> Floor  
 Sacramento, CA 95814-3954  
 t) 916-503-3269  
 f) 916-503-2401

### STAFF RESOURCES

Partners/Principals	6
Managers	8
Supervisors	11
Senior Auditors	18
Staff Auditors	22
<b>Professionals</b>	<b>68</b>
<b>Administrators</b>	<b>4</b>
<b>Total</b>	<b>72</b>

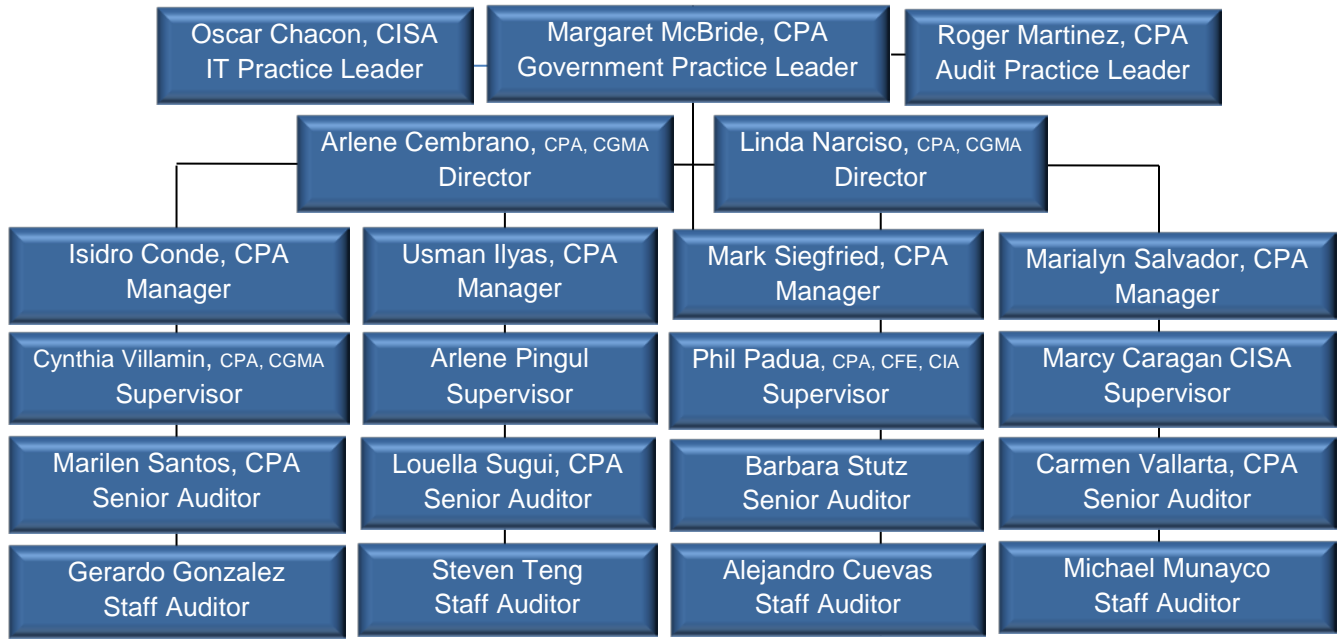
### ADDITIONAL RESOURCES



An important component of our depth of expertise, adaptability and technological innovation is our relationship with the McGladrey Alliance. McGladrey is the fifth largest accounting firm in the United States and, through our affiliation with the McGladrey Alliance; we have access to over 233 offices and 12,500 people in 47 States and Puerto Rico. Below is a chart of the various office locations and some key statistics on the depth of resources we can access through this alliance.

### Government Practice Group

Vasquez has been providing professional services to governmental entities for over 45 years. Our government practice includes local municipalities, utilities including water districts, K-12 local education agencies, community college districts, transportation authorities, joint powers authorities and other special districts. For the City engagement we have allocated 2 partners, 1 manager, 1 supervisor and 1 senior auditor and 2 staff auditors. Our Government Practice Group is structured as follows:



### GOVERNMENT EXPERIENCE

The Vasquez team has performed numerous audits of governmental organizations subject to financial and compliance audits. These audits were performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Circular A-133 and its Compliance Supplement (when applicable), and the Office of the State Controller’s Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable). Below is a list of governments served by members of the Vasquez team:

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL

Government Type		Financial Audit	A-133 Audit
Cities	City of Los Angeles	x	x
	City of Anaheim	x	x
	City of Newport Beach	x	x
	City of Pasadena	x	x
	City of San Diego	x	x
	City of Riverside	x	x
	City of Santa Ana	x	x
	City of Huntington Beach	x	x
	City of Orange	x	x
	City of Carson	x	x
	City of Colton	x	x
	City of El Monte	x	x
	City of Gardena	x	x
	City of Hawthorne	x	x
	City of Huntington Park	x	x
	City of Montebello	x	x
	City of Norwalk	x	x
	City of Pico Rivera	x	x
	City of La Puente	x	x
	City of La Verne	x	
	City of Lynwood	x	x
	City of San Fernando	x	x
	City of South Gate	x	x
City of Temple City	x	x	
Utilities	Central Basin Municipal Water District	x	x
	Metropolitan Water District of Southern California	x	x
	Upper San Gabriel Valley Municipal Water District	x	x
	Water Replenishment District of Southern California	x	
	Walnut Valley Water District	x	
	Valley County Water District	x	
	Municipal Water District of Orange County	x	x
	Riverside Flood Control District	x	x
	Eastern Municipal Water District	x	x
	El Toro Water District	x	
	Garden Grove Public Works, Water Division	x	
	Pasadena Water & Power	x	
	Anaheim Public Utilities	x	x
	Riverside Public Utilities	x	

Attachment: Vasquez &amp; Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

Government Type		Financial Audit	A-133 Audit
	Needles Public Utility Authority	x	
	Los Angeles Department of Water and Power	x	x
	San Gabriel Valley Water Company		x
	Arizona Water Company	x	
Transportation	Los Angeles County Metropolitan Transportation Authority	x	
	Foothill Transit	x	x
	OMNITRANS – San Bernardino County	x	
	Monterey-Salinas Transit	x	
	Sun Tran – Tucson, Arizona	x	
	Antelope Valley Transit Authority	x	
	Alameda Corridor Transportation Authority	x	
	San Diego Metropolitan Transit System	x	x
	San Diego Metropolitan Transportation Development Board	x	
	San Diego County Regional Airport Authority	x	x
	Oakland International Airport	x	x
	Orange County Transportation Authority	x	x
	McCarran International Airport	x	x
	Phoenix Sky Harbor International Airport	x	x
	City of Santa Monica Big Blue Bus	x	

### Large Governmental Compliance audits

Margaret McBride, Vasquez Government Practice Leader and former KPMG partner-in-charge of government advisory services to the Western Region has overseen the audits of the cities of Long Beach, Los Angeles, Anaheim and Santa Ana among many other local municipalities with in California. Roger Martinez Vasquez Audit Practice Leader and former KPMG national office practice partner has dealt with complex audit, accounting and risk management issues and acting as a technical quality control reviewers of governments at a national level.

Our governmental audit experience includes our conduct of the OMB Circular A-133 audit for the County of Los Angeles with more than \$3.5 billion in federal expenditures and 17 major programs, the Community Development Commission of the County of Los Angeles with more than \$300 million in federal expenditures and 5 major programs, and the Los Angeles Community College District with approximately \$200 million of federal expenditures. We conduct numerous audits of local municipalities and special districts including the Consolidated Audit of the 88 cities that receive Department of Transportation Funds, Proposition A and C funds for the Los Angeles County Metropolitan Transportation Authority. Our experience with large, complex engagements in the government industry is significant and qualifies us to readily help you address the accounting, auditing and financial reporting issues pertinent to City.

## Successor Agencies

Our audit experience included audits of successor agencies of redevelopment agencies (RDA) for each of our city clients.

In 2012, Vasquez was engaged by the County of Los Angeles to perform an agreed-upon procedures engagement to establish each former RDA's pass-through payment obligations to other taxing agencies, and to document and determine both the amount and the terms of any indebtedness incurred by the former RDA, and examine the EOPS and ROPS, pursuant to California Health and Safety Code Section 34182(a)(2). This engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants to the following cities:

- Avalon
- Bell
- Bell Gardens
- Compton
- Cudahy
- Huntington Park
- La Verne
- Lancaster
- Los Angeles County
- Lynwood
- Santa Clarita
- Santa Fe Springs
- South Gate

## GASB

The City needs to stay informed of industry developments and upcoming pronouncements are often challenged by the need to run your operations. Vasquez government leaders regularly communicate with local practice offices on important trends and developments affecting the public sector to ensure our client service personnel are well versed on issued affecting you.

At the national level, McGladrey has established both formal and informal relationships with the officials of most key federal departments. They have participated as an advisor to the President's Council on Integrity and Efficiency through the Quality of Audit Roundtable. They also maintain relationships with officials in the Office of Inspector General of many federal departments and agencies, as well as close working relationships with key officials within GAO and OMB.

In addition, our team is well versed in current Government Accounting Standards Board (GASB) pronouncements, Auditing Standards Generally Accepted in the United States (GAAS), as well as Generally Accepted Government Auditing Standards (GAGAS), including standards that have been issued but not yet implemented, and those being proposed by the standard-setting bodies.

## Pronouncements issued but not yet adopted

The GASB has issued pronouncements that have effective dates on or subsequent to June 30, 2015, which may impact future financial presentations. We will be pleased to help the City implement the Statements that have been issued, but not yet implemented and to discuss what, if any, impact implementation of the statements may have on the financial statements of the City. The significant pronouncements that will be implemented in the future include:

- GASB Statement No. 68, Accounting and Financial Reporting for Pensions – as amendment of GASB Statement No. 27, effective for the City's fiscal year ending June 30, 2015.
- GASB Statement No. 71, Pension, Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68, effective for the City's implementation of GASB Statement No. 68.

We take a very proactive approach in helping our clients understand GASB activities from exposure drafts to implementation of new standards. We accomplish this through our collaborations with GASB, GFOA, and the AICPA Government Audit Quality Center, and more importantly by taking the time to sit down with clients to discuss and plan for the impact of new GASB standards.

### OMB Circular A-133

A large number of our government and nonprofit clients receive federal funds. Our success in effectively serving these entities is based in part, on our significant knowledge and experience with U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Our current audit clients include Community Development Commission of the City of Los Angeles with over \$300 million in federal expenditures and Los Angeles Community College District with approximately \$200 million of federal funds.

We are proposing for the City an engagement team with substantial experience in auditing governmental entities for both financial audits and compliance audits. Our industry-focused staff has undergone training courses dedicated to governmental accounting, auditing and financial reporting, as well as specialized training in the compliance requirements of OMB Circular A-133 and the new OMB Super Circular regarding changing Single Audit requirements.

### Child Care Development Programs

Vasquez has extensive experience in audits of programs funded through the California State Department of Education, Child Care Development programs as auditors for the Los Angeles Universal Preschool, First 5 L.A., City of Los Angeles, Department of Recreation and Parks, City of Gardena, City of Norwalk and over \$224 million in federal funds for programs funded by the U.S. Department of Health and Human Services passed through the California Department of Education as part of our audit of the County of Los Angeles. We understand that Child development contracts are unique because reimbursement is provided in monthly apportionment amounts determined by Child Development Fiscal Services according to projected earnings calculated from attendance and fiscal report data. Since final reimbursement is determined by an audit you can be assured that Vasquez has ample experience in this area and a reputation for accurate, timely reporting for programs funded through the California Department of Education.

### Government Finance Officers Association (GFOA)

Margaret McBride, Vasquez Government Practice Leader has served as a reviewer for the GFOA's Certificate of Achievement for Excellence in Financial Reporting program. In working with our clients in an audit engagement, when we review the audit report in connection with the issuance of our audit opinion, we often bring in our subject matter specialists to assist with technical questions and offer a "cold review" as to "what would the review committee say" about a particular position or issue. We often begin our review by analyzing the GFOA's prior year comments to insure that the City has been able to correct and implement. We also utilize the GFOA's preparation checklist as our review checklist to ensure that the CAFR has met all of the requirements and incorporate any additional recommendations into our review comments provided to the City to provide recommendation and assistance to insure that the Certificate can be maintained. To accomplish this, Vasquez will:

- Review the closing process with the City, including required materials from outside providers
- Develop a timeline with critical milestones to measure our collective process
- Develop dual tests of internal controls and compliance
- Implement interim fieldwork testing as soon as possible
- Provide training in new GASB and SAS standards to identify potential issues early
- Coordinate regular status updates with the team leaders and City management.



## QUALITY CONTROL

Vasquez has an extensive quality control program designed to monitor compliance with the audit and accounting professional standards and firm policies. Our client service approach requires the active involvement of experienced partners and managers in the audit process to make sure that critical issues are identified and resolved on a timely basis. In fact, every audit engagement requires the following supervisory reviews:

- In-charge auditor review
- Comprehensive review by the audit manager
- Engagement partner review
- Report review by a designated Yellow Book specialist partner (if applicable)

### Quality Control History

Vasquez is very proud of its record of quality professional service throughout its over 40-year history of professional service and we state with pride that our firm has:

- Never had any disciplinary actions filed against it with the California Board of Accountancy or any other State regulatory body,
- Never received a negative desk or field review from any of our clients' cognizant agencies.

### Performance Monitoring and Assessment

The objective of the engagement performance element of our quality control is to provide reasonable assurance that:

- Engagements are consistently performed in accordance with applicable professional standards and regulatory and legal requirements
- Our firm or engagement partner issues reports that are appropriate in the circumstances

Policies and procedures for engagement performance address all phases of the design and execution of the engagement, including engagement performance, supervision responsibilities and review responsibilities. Policies and procedures require that consultation takes place when appropriate. Also, our firm has established criteria against which all engagements are to be evaluated to determine whether an engagement quality control review should be performed.

We satisfy the above objectives by establishing and maintaining the following policies and procedures:

- Planning for engagements meets professional, regulatory and firm requirements.
- Qualified engagement team members review work performed by other team members on a timely basis.
- The firm has criteria for determining whether an engagement quality control review should be performed; evaluates all engagements against the criteria; performs an engagement quality control review for all engagements that meet the criteria; and completes the review before the report is released.
- The firm establishes procedures addressing the nature, timing, extent and documentation of the engagement quality control review.
- The firm establishes criteria for the eligibility of engagement quality control reviewers.
- The firm requires that consultation take place when appropriate; that sufficient and appropriate resources are available to enable appropriate consultation to take place; that all the relevant facts known to the engagement team are provided to those consulted; that the nature, scope and

conclusions of such consultations are documented; and that conclusions resulting from such consultations are implemented.

- Management follow-up procedure internally called "Voice of the Client" to set tone of "how we did" and "where can we improve".

**PEER REVIEW REPORT**

Vasquez is a member of the American Institute of Certified Public Accountants (AICPA) Division of Firms and received an unqualified opinion from the AICPA on its peer review, dated July 18, 2013. This review covered several government engagements comparable in size and audit scope to the City. A copy of the peer review opinion follows:

The image shows two documents side-by-side. The left document is an AICPA Peer Review Program letter dated January 13, 2014, addressed to Gilbert R. Vasquez, CPA at Vasquez & Company, LLP. It congratulates the firm for a 'pass' rating on its system review. The right document is a 'SYSTEM REVIEW REPORT' from Brown Armstrong Certified Public Accountants, dated July 18, 2013, addressed to the Partners of Vasquez & Company, LLP. It details the review of the firm's quality control system for the year ended December 31, 2012, and concludes with a 'pass' rating.

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

Our proposed client service team consists of experienced professionals who will work with you to navigate through the complexity of your organization and turn that complexity into opportunities through our exceptional service. Our team structure, staffing, service approach, communication and coordination are refined to fit the unique needs of the City. We staff our engagements with individuals focused on a dedicated industry to provide you with expertise at all levels resulting in an efficient and cost effective audit. Our expertise in the government industry allows our team to understand the nuances of your specific business and translate that knowledge into better solutions, faster responses to your questions and a more comfortable (and valuable) working relationship overall.

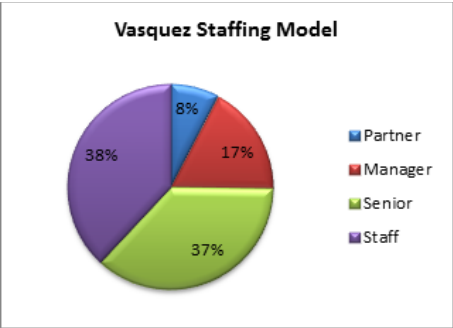
The team to be assigned to the City engagement will be led by two partners both of whom were previously partners with KPMG with extensive experience in the government industry.

## PARTNER INVOLVEMENT

Our structure ensures that senior engagement team members are able to spend time on-site, checking the quality of our work, not just verifying we are on target to meet deadlines. Our senior engagement team members are responsible for ensuring delivery of quality work. Our senior members will engage in regularly scheduled meetings with you to answer questions, provide guidance, and help ensure issues are identified and resolved in a timely manner. With our partners on site, informal meetings can more readily occur, and issues get resolved in front of your desk rather than behind ours.

Vasquez has built its reputation on close partner involvement and maintaining strong client relationships. The ultimate success of our client relationships is largely attributable to one key component – our people. We have structured our engagement team with extensive partner involvement. You will find our average partner-to-staff leverage ratio is higher than most other firms. Our budgeted hours include higher partner involvement than what you may have experienced in years past.

Beyond partner leadership and support, an audit is only as good as the people doing the bulk of the work on a day-to-day basis. We are committed to providing a staff resource pool that embodies the attributes that you expect of your auditor, including technical expertise in GASB, knowledge of the government and private industries, and softer skills such as respect, empathy, and timely response to questions. Each team member that we have allocated to serve the City brings relevant experience and receives industry training through our Continuing Professional Education program.



## COMMITMENT TO STAFF CONTINUITY

Vasquez affirms that it will not replace any of the “key management personnel” unless circumstances beyond our control occur (e.g. personnel leave the firm). Each person to be assigned to the engagement has been chosen for his or her ability to repeat on future years’ engagements.

A synopsis of the team members and their respective roles followed by their resumes is as follows:

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

Team Member	Role
<b>Margaret J. McBride, CPA</b> Lead Partner	Margaret (Peggy) McBride, Vasquez Government Practice Leader and former KPMG partner-in-charge of government advisory services to the Western Region with over thirty (30) years of public accounting experience will be responsible for leading our delivery of services to the City. She will develop our engagement strategy, provide on-site direction to our team, work closely with City management and be available throughout the year to ensure proactive issue identification and service delivery.
<b>Roger A. Martinez, CPA</b> Engagement Quality Control	Roger Martinez, Vasquez Quality Control Partner and former KPMG national office partner with sixteen (16) years of public accounting experience will have the responsibility of technical reviewer for the City engagement. He will be the professional standards reviewer of reports issued and will work closely with the Lead Partner in reviewing workpapers and financial reports prior to release.
<b>Oscar Chacon, CISA</b> I.T. Partner	Oscar Chacon, Vasquez Information Technology Partner and former Big 4 Information Risk Management Practice Manager with over fifteen (15) years of public accounting consulting and corporate management in the areas of information systems audit/assurance will oversee our audit procedures as they pertain to the City's financial systems and the Information Technology.
<b>Usman Ilyas, CPA</b> Manager	Usman Ilyas, Manager with twelve (12) years of comprehensive experience in providing audit and advisory services to local governments will work closely with the Lead Partner in planning, coordinating and reviewing the fieldwork for the City financial and compliance audits and Single Audit. He will manage the day-to-day activities and task accomplishments, monitoring progress, and ensure schedule compliance. He will also work to ensure on-going timely communication among all levels of the engagement team and will spend significant time on-site, ensuring the smooth operation of our audit process.
<b>Arlene Pingul</b> Supervisor	Arlene Ibañez-Pingul, Supervisor with fifteen (15) years of public accounting and auditing experience will work closely with engagement management on planning and performing audit procedures, report preparation for the City financial audit engagement.
<b>Marcy Caragan, CISA</b> Supervisor	Marceliana (Marcy) Caragan, Supervisor with nearly thirty (30) years of professional experience in the fields of audit, accounting, information technology and information systems implementation will work with the IT Partner in performing IT audit procedures over City systems.



## MARGARET J. MCBRIDE, CPA

### Lead Partner

Margaret (Peggy) McBride; Vasquez Government Practice Leader and former KPMG partner-in-charge of government advisory services for the Western Region with over thirty (30) years of public accounting experience focused primarily on the government sector will be responsible for planning and directing our services to the City. She will develop our engagement strategy, provide on-site direction to our team, work closely with the City and will be available throughout the year to ensure proactive issue identification and service delivery.

### Areas of Expertise

Peggy is a Certified Public Accountant and former partner with the international accounting firm of KPMG. She has worked principally in the governmental (federal, state, municipal, special district including water districts and primary and secondary education districts, public colleges and universities) and not-for-profit industries (foundations, private schools and universities, health and welfare and arts organizations).

### Representation of Experience

- City of Anaheim
- City of Baldwin Park
- City of Brea
- City of Carson
- City of Colton
- City of Compton
- City of Corona
- City of Cudahy
- City of Dana Point
- City of Encinitas
- City of Huntington Beach
- City of Irvine
- City of Laguna Beach
- City of Las Vegas
- City of Long Beach
- City of Los Angeles
- City of Newport Beach
- City of Norwalk
- City of Orange
- City of Pasadena
- City of Pico Rivera
- City of Redlands
- City of Riverside
- City of San Francisco
- City of Santa Ana
- City of Simi Valley
- City of Temple City
- City of Vernon

### Professional Background and Affiliations

Peggy served as the Assistant Director of Finance for the City of Columbia, Missouri prior to joining KPMG. In that capacity she participated in the implementation of a financial accounting system, supervised the municipal accounting and reporting functions, implemented the City's cash and investment management program, and developed and implemented debt management strategies. She served on the State Board of Directors of the California Society of Certified Public Accountants and as the Chairperson of its Audit Committee, and as President of its Orange/Long Beach Chapter. She has also served as a review for the Government Finance Officers Association (GFOA)'s Certificate of Achievement for Excellence in Financial Reporting program.

### Educational Background

Peggy received her Bachelor of Business Administration degree from the University of Missouri-Columbia. She remains current on accounting and general financial business activities by participating in conferences, seminars and webinars. Peggy meets the Firm and professional CPE requirements.

### Continuing Professional Education

Following are the continuing professional education courses completed by Margaret McBride in the past three years:

Course Title	Subject Code	Date	Hours
ERM: Assessing Internal Controls and Risk Assessment	GV	3/15/2015	4
New Coso Standards	GV	9/18/2014	6
Fraud – Managing and Mitigating Against Its Effect	GV	8/24/2014	3
Governmental Entities Accounting and Auditing Update	GV	7/24/2014	8
Fair Labor Standards Act	RR	6 /26/2014	1
Auditing for Fraud in a Governmental Environment	GV	4/18/2014	8
Super Circular Grant Reform	GV	1/30/2014	3
The New A-133 Super Circular Grant Reform	AA	1/30/2014	2
Designing and Performing Analytical Procedures	AA	12/18/2013	2
Fraud Update	FR	5/30/2013	8
Ethics for California CPAs	E	5/28/2013	4
California Regulatory Review	RR	5/27/2013	2
Introduction to MAPS and CaseWare Working Papers	AA	5/10/2013	12
Government Audit Efficiencies	AA	4/26/2013	8
Techniques to Improve Audit Management and Execution	AA	4/26/2013	4
Government Auditing Update 2013	AA	3/23/2013	8
County Audit Training	AA	4/20/2012	8
2011 Yellow Book Training	AA	4/02/2012	8
Government Training	GV	3/23/2012	8



## ROGER A. MARTINEZ, CPA

### Engagement Quality Control Review Partner

Roger Martinez, Vasquez Engagement Quality Control Review Partner and former KPMG national office practice partner dealing complex audit, accounting, and risk management issues at a national level will have the responsibility of technical reviewer for the City engagement. He will be the professional standards reviewer of reports issued and will work closely with the Lead Partner in reviewing and evaluating the fieldwork.

### Areas of Expertise

Roger's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews, single audits performed in accordance with OMB Circular A-133, program specific audits, financial statement reviews, compilations, forecasts and projections to some of the largest and most complex governmental or regulated entities in California. His expertise also includes serving as a quality technical reviewer of governments at a national level and acting as an instructor on accounting, auditing and reporting issues to the public sector throughout the United States.

### Representation of Experience

- City of Long Beach
- City of Vernon
- City of Adelanto
- Township of Addison
- Village of Hillside
- Village of Merrionette Park
- Village of Posen
- Village of River Grove
- Chicago Heights Park District
- Los Angeles County Metropolitan Transportation Authority
- Alameda Corridor Transportation Authority
- Alameda Corridor East Construction Authority
- San Gabriel Valley Council of Governments
- Los Angeles Department of Water and Power
- Los Angeles World Airports
- The Port of Los Angeles
- Southern California Association of Governments
- Los Angeles Unified School District
- Bassett Unified School District
- Arizona Water Company
- The Metropolitan Water District
- Imperial Irrigation District
- San Gabriel Water Company
- Foothill Transit
- California State University System

### Professional Background and Affiliations

Roger's professional background includes partner in KPMG National Office for a total of 17 years in the profession. Roger has served an extensive number of special purpose governments concentrated in the Western region of the United States. He has provided professional audit and consulting services to some of the largest, most complex governmental entities in California. He is a member of the American Institute of Certified Public Accountants, the California Society of Certified Public Accountants, Los Angeles Chamber of Commerce, Association of Latino Professionals in Finance and Accounting, the California Society of Municipal Finance Officers, Catholic Association of Latino Leaders and the Rotary Club of Los Angeles.

### Educational Background

Roger received his Bachelor of Arts, Major in Economics and Minor in Accounting from the University of California, Los Angeles.

### Continuing Professional Education

Following are the continuing professional education courses completed by Roger Martinez in the past three years:

Course Title	Subject Code	Date	Hours
Introduction to Independence Self-Study	AA	7/30/2014	1
Auditing I Self-Study	AA	7/29/2014	8
Introduction to Government Auditing Standards Webcast	GV	7/10/2014	2
Introduction to Governmental Audit and Accounting Issues Webcast	GV	7/09/2014	3
Introduction to Not-for-Profit Audit and Accounting Issues Webcast	AA	7/08/2014	3
Q1 Emerging Topics in Auditing – 2014	AA	4/23/2014	2
Q1 Current Accounting Topics Quarterly Update – 2014	AA	4/15/2014	2
SEC and Financial Reporting Institute Conference	AA	7/05/2014	7
Governmental Entities Accounting and Auditing Update	GV	7/24/2014	8
McGladrey Audit Training Level 2 and 3	AA	8/15/2014	8
COSO 2013	AA	9/17/2014	9.5
Designing and Performing Analytical Procedures	AA	12/18/2013	2
Audit Sampling Self-Study	AA	7/06/2013	3
Introduction to Government Audit and Accounting Issues	GV	7/10/2013	1.5
Q2 Emerging Topics in Auditing 2013	AA	7/23/2013	2
New Substantive Testing Policies	AA	8/09/2013	2
Private Foundations and Form 990	T	8/23/2013	1
Techniques to Improve Audit Management and Execution	AA	4/26/2013	4
Introduction to MAPS and CaseWare Working Papers	AA	5/10/2013	12
School District Conference Webcast	AA	5/08/2013	8
PDM 2012 – A&A Busy Season Reminders	AA	01/08/2013	1
Oil and Gas Industry – Accounting for Derivatives	AA	1/08/2013	1.5
December 2012 Oil and Gas Audit Update	AA	01/08/2013	2
Audit Planning, Evaluating and Testing Controls	AA	06/11/2012	2
How to Conduct a Review Under AICPA Practice-Monitoring Program	T	11/28/2012	16
School District Conference Webcast	GV	5/08/2013	
Intermediate A-133 Training	GV	6/08/2012	6





## OSCAR CHACON, CISA

### IT Partner

Oscar Chacon, Vasquez Information Technology Partner and former KPMG Information Risk Management Practice Manager with twenty (20) years of public accounting consulting and corporate management in the areas of information systems audit/assurance, information security, financial auditing and professional consulting services will oversee our IT audit procedures over City systems.

### Area of Expertise

Oscar's practice is focused on the evaluation of technology related processes and controls and overseeing the implementation of technology assurance and information security initiatives. His expertise covers the development of work standards and methodologies in conducting information system control reviews. He is a bank regulatory controls specialist for information technology. Other areas of Mr. Chacon's expertise are in: Internal Audit Outsourcing and Co-sourcing, Sarbanes-Oxley Readiness, Bank Regulatory Compliance, Third Party Assurance Services under SSAE 16, and Information Security Architectures. Oscar has participated in the IT controls reviews of government entities.

### Representation of Experience

- City of Vernon
- Community Development Commission for the County of Los Angeles
- Alameda Corridor Transportation Authority
- Southern California Association of Governments
- AIDS Healthcare Foundation
- California State University System
- Los Angeles World Airports
- City National Bank
- Los Angeles County Museum of Art
- Sterling Savings Bank
- San Gabriel Water Company
- Arizona Water Company

### Professional Background and Affiliations

Oscar's experience includes eight years with KPMG LLP's Information Risk Management Practice. During Oscar's tenure with KPMG he managed the I.T. portion of the California State University System financial audit.

Oscar also served as the head of information security at City National Bank where he was commended by the Comptroller of the Currency for key information security initiatives. Oscar is a Certified Systems Information Auditor, certified by the Information Systems Audit Control Association.

### Educational Background

Oscar received his Bachelor of Science degree in Computer Information Systems, emphasis in Systems Analysis and a Bachelor of Science degree in Business Administration, emphasis in Accounting with a Minor in Economics from California State University, Los Angeles. He holds a certificate in EDP Auditing/Quality Assurance from University of California, Los Angeles-Extension.

## Continuing Professional Education

Following are the continuing professional education courses completed by Oscar Chacon in the past three years:

Course Title	Subject Code	Date	Hours
Gartner Security & Risk Management Summit 2014	OT	2014	20
Government Accounting Principles	GV	2013	9
Audits of State and Local Governmental Units	GV	2013	8
Computer Security Concepts, UCLA Extension	OT	2012	40
Presentation on IT Risk Management	OT	2012	10



## USMAN ILYAS, CPA

### Manager

Usman Ilyas, Manager with twelve (12) years of comprehensive experience in providing audit and advisory services to local governments will work closely with the Lead Partner in planning, coordinating and reviewing the fieldwork for the City engagement. He will manage the day-to-day activities and task accomplishments, monitoring progress, and ensure schedule compliance. He will also work to ensure on-going timely communication among all levels of the engagement team and will spend significant time on-site, ensuring the smooth operation of our audit process.

### Areas of Expertise

Usman's expertise is in managing audits of government agencies and nonprofit organizations; preparation of comprehensive annual financial reports, State Controller's reports, and compliance reviews and single audits in accordance with OMB Circular A-133.

### Representation of Experience

- County of Los Angeles
- City of Baldwin Park
- City of Carson
- City of Cudahy
- City of Hawthorne
- City of Huntington Park
- City of Lynwood
- City of Rolling Hills Estates
- City of Santa Monica
- City of Simi Valley
- City of West Hollywood
- City of Vernon

### Professional Background and Affiliations

Usman's professional background includes senior consultant, internal audit division PwC and audit manager positions with Macias Gini & O'Connell (MGO) and Stanislawski and Harrison.

He is a Certified Public Accountant licensed to practice in the states of California and Illinois. He is a member of the American Institute of Certified Public Accountants. He remains current by attended numerous courses; seminars and conferences related to accounting and general financial business activities.

### Educational Background

Usman received his Bachelor of Science in Accounting from Purdue University. He remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects of interest and applicable to the Authority, including primary governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

## Continuing Professional Education

Following are the continuing professional education courses completed by Usman Ilyas in the past three years:

Course Title	Subject Code	Date	Hours
Q1 Current Accounting Topics Quarterly Update - 2014	AA	4/23/2014	2
Governmental Entities Accounting and Auditing Update	GV	7/24/2014	8
Existence of Fraud in Auditing	AA	7/16/2014	1
CCH Accounting Research Manager (ARM) Training	AA	7/09/2014	2
Fair Labor Standards Act	AA	6/26/2014	1
Auditing for Fraud in the Governmental Environment	AA	4/18/2014	8
Designing and Performing Analytical Procedures	AA	12/18/2013	2
Introduction to Single Audit Webcast	GV	7/12/2013	2
Introduction to Government Auditing Standards Webcast	GV	7/11/2013	2
Introduction to Governmental Audit and Accounting Issues Webcast	GV	7/10/2013	3
Introduction to Not-for-Profit Audit and Accounting Issues Webcast	AA	7/09/2013	3
Audit Sampling	AA	6/14/2013	2
Introduction to CaseWare and MAPS	AA	5/16/2013	4
Audit Documentation	AA	5/15/2013	2
Introduction to MAPS and CaseWare Working Papers	AA	5/10/2013	12
Techniques to Improve Audit Management and Execution	AA	4/26/2013	4
Not-for-profit Workshop: What's New in A&A and A-133	AA	7/30/2012	8
Avoiding Problems in Conducting Single Audits	AA	7/23/2012	8
Government Accounting and Auditing Update	GV	4/12/2012	16



## ARLENE IBAÑEZ-PINGUL

### Supervisor

Arlene Ibañez-Pingul, Supervisor with fifteen (15) years of public accounting and auditing experience will work closely with engagement management on planning and performing audit procedures, report preparation for the City engagement.

### Areas of Expertise

Arlene's expertise is in financial and compliance audits and internal control review of governmental entities and nonprofit organizations. Her expertise includes single audits performed in accordance with OMB Circular A-133, audit planning, conducting fieldwork, ascertaining client's compliance with applicable requirements, discussing findings with management, and preparing and finalizing audit reports.

### Representation of Experience

- City of Irvine
- City of Lynwood
- City of Carson
- City of Hawthorne
- City of Huntington Park
- City of Norwalk
- Community Development Commission of Los Angeles County
- City of Simi Valley
- City of Cerritos
- City of Temecula
- City of La Puente
- City of San Juan Capistrano
- City of Lake Elsinore
- City of Santa Clarita
- City of Healdsburg

### Professional Background

Arlene's professional background includes auditor with Diehl Evans & Company LLP (White Nelson).

### Educational Background

Arlene received her Bachelor of Science in Business Administration in Accounting from Tarlac State University. She earned her Masters of Business Administration from De La Salle University. She remains current on accounting and auditing matters by attending numerous seminars, conference and continuing education courses.

## Continuing Professional Education

Following are the continuing professional education courses completed by Arlene Pingul in the past three years:

Course Title	Subject Code	Date	Hours
Governmental Entities Accounting and Auditing Update	GV	7/24/2014	8
Existence of Fraud in the Audit Environment	GV	7/16/2014	2
Introduction to Single Audit	GV	7/11/2014	2
Introductions to Government Auditing Standards	GV	7/10/2014	2
Introduction to Government Audit and Accounting Issues	GV	7/09/2014	3
CCH Accounting Research Manager Training	AA	7/09/2014	1
Fair Labor Standards Act	GV	6/26/2014	2
Q1 Emerging Topics in Auditing 2014 - Webcast	AA	4/23/2014	2
Administrative Rules for Federal Grants Webcast	GV	4/17/2014	0
Auditing for Fraud in the Governmental Environment Webcast	GV	4/18/2014	0
Techniques to Improve Audit Management and Execution	AA	4/26/2013	4
Introduction to MAPS and CaseWare Working Papers	AA	5/10/2013	12
Advanced Governmental Accounting	GV	1/25/2012- 1/27/2012	20
Government Training	GV	3/23/2012	8
Government Accounting and Auditing Update	GV	5/11/2012	8
Nonprofit Auditing and Accounting Update	AA	5/18/2012	8
School District Conference	GV	5/24/2012	8
Avoiding Problems in Conducting Single Audits	AA	7/23/2012	8
Not-for-Profit Workshop: What's New in A&A	AA	7/30/2012	8



## MARCELIANA CARAGAN, CISA

### Supervisor

Marceliana (Marcy) Caragan, Supervisor with nearly thirty (30) years of professional experience in the fields of audit, accounting, information technology and information systems implementation will work with the Lead Partner in performing IT audit procedures over City systems.

### Area of Expertise

Marcy's practice is focused on planning, design and performance of financial and compliance audits of governmental entities and nonprofit organizations, including Single Audits in accordance with OMB Circular A-133, SSAE 16 audits and Sarbanes-Oxley 404 consulting.

### Representation of Experience

- City of Norwalk
- City of Montebello
- City of Simi Valley
- City of Vernon
- City of Carson
- City of La Puente
- Los Angeles County Metropolitan Transportation Authority
- Southern California Association of Governments
- Illinois Department of Transportation
- Illinois Department of Employment Security
- Illinois Emergency Management Agency
- Chicago Housing Authority

### Professional Background and Affiliations

Marcy's professional background includes Ernst & Young. She is a Certified Information Systems Auditor and a Certified Public Accountant licensed to practice in the State of Illinois. Marcy is a member of the Information Systems Audit and Control Association (ISACA) and the American Institute of Certified Public Accountants (AICPA).

### Educational Background

Marcy received her Bachelor of Science in Business Administration and her Master in Business Administration from the University of the East. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects of interest and applicable to the SCAQMD, including primary governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. She has maintained compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

### Continuing Professional Education

Following are the continuing professional education courses completed by Marcy Caragan in the past two years:

Course Title	Subject Code	Date	Hours
Introduction to Single Audit Webcast	GV	7/11/2014	1
Introduction to Government Auditing Standards Webcast	GV	7/11/2014	2
Audit 1 Self-study	AA	7/11/2014	8
Accounting Research Manager	AA	7/09/2014	1
Introduction to Governmental A&A Issues Webcast	GV	7/09/2014	2
Introduction to Not-for-Profit A&A Issues Webcast	AA	7/08/2014	3
Cybersecurity: Collaborate, Comply, Conquer Virtual Conference	OT	3/18/2014	5
Effective Business Writing for CPAs, Pt 1 and Pt 2	AA	3/15/2014	3
Accountant's Responsibility Regarding Fraud Today Pt 1	FR	3/15/2014	2
General Audit Sources and Guidance: Staying Current	AA	3/15/2014	2
Don't Be the Last to Know – Fraud in the Government Environment	FR	3/12/2014	2
It Related Risk Governance and Management	OT	2/13/2014	2
Group Audits: A Look Back One Year Later and Lessons Learned	AA	2/12/2014	2
Testing and Documenting Internal Control Over Compliance in a Single Audit: Getting It Right	AA	1/15/2014	2
Digital Footprints: Investigating in Today's Wired Environment	OT	1/09/2014	2
Not-for-Profit Accounting and Reporting: An Introduction	AA	9/11/2013	2.5
Risk Management in the Public Sector	AA	7/16/2013	2.5
Improper Payments Legislation and Mitigation	AA	7/13/2013	2.5
Yellow Book Performance Audits	AA	7/12/2013	2.5
2013 GAQC Required Annual Update Webcast	AA	4/24/2013	2
The State of Cyber Security 2013	OT	4/24/2013	5
Retirement Plan Solutions	OT	4/19/2013	2
Spotlight Educational Sessions (Various)	OT	4/16/2013	2.5
Managing Identity in the Cloud	OT	4/15/2013	1
North America CACS Conference	AA	4/17/2013	19
Service Organization Control Reporting Standards	AA	1/10/2013	2

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



## SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Client Contact	Engagement Description	Total Hours	Engagement Partners
<b>Community Development Commission of Los Angeles County (CDC)</b> Mr. David Chang Director Financial Management Division (626) 943-3898	Annual financial, compliance audit for inclusion in the CDC CAFR prepared in conformance with the GASB 34 requirements, Single Audit (OMB A-133), Rental Housing Construction Programs audit, CDC Foundation audit, Cannon Apartments Project audit, Intra County Housing Corporation audit. <b>GFOA Award.</b>  2005 to 2008 and 2010 to present	990	P. McBride Lead Partner R. Martinez QC Partner O. Chacon IT Partner
<b>City of Norwalk</b> Ms. Jana Stuard Director of Finance (562) 929-5700	Annual financial, compliance audit for inclusion in the City's CAFR prepared in conformance with the GASB 34 requirements, Single Audit (OMB A-133), Norwalk Facilities Financing Authority, Norwalk Transit System Fund, I-5 Consortium, and AQMD audits, calculation of GANN Appropriations Limit, State Controller's Report. <b>GFOA Award.</b>  2008 to present	769	P. McBride Lead Partner R. Martinez QC Partner
<b>City of Vernon</b> Mr. William Fox Finance Director (323) 583-8811	Annual financial, compliance audit for inclusion in the City's CAFR prepared and in conformance with the GASB 34 requirements, Single Audit (OMB A-133), Vernon Light and Power, calculation of GANN Appropriations Limit, State Controller's Report. <b>GFOA Award.</b>  2013 to present	745	P. McBride Lead Partner R. Martinez QC Partner O. Chacon IT Partner
<b>City of Montebello</b> Ms. Francesca Schuyler 1600 W. Beverly Blvd. Montebello, CA 90640 (323) 887-1415	Annual financial, compliance audit for inclusion in the City's CAFR prepared in conformance with the GASB 34 requirements, Single Audit (OMB A-133), Montebello <u>Transit Fund</u> , Hilton Garden Inn.  2012 to present	718	P. McBride Lead Partner R. Martinez QC Partner
<b>City of Simi Valley</b> Jody Kershberg Deputy Director/Fiscal Services (805) 583-6725	Annual financial, compliance audit for inclusion in the City's CAFR prepared in conformance with the GASB 34 requirements, Single Audit (OMB A-133), calculation of GANN Appropriation Limit, Simi Valley Library compliance, Public Service Center for Sanitation and Waterworks compliance.  2014 to present	685	P. McBride Lead Partner R. Martinez QC Partner

Attachment: Vasquez &amp; Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

## LOST CLIENTS AND PENDING LITIGATION

As a result of our firm's commitment to premier client service, we have a long history of excellent client relations. An important aspect of this service includes maintaining the confidentiality of our clients' (and former clients'), financial and business information. As a matter of policy and client confidentiality, Vasquez does not discuss the circumstances surrounding the termination of client relationships with unrelated third parties except as required by law or regulation. Like other public accounting firms serving government clients, we serve clients with established auditor rotation policies. We can say that there have been no instances where a loss of a client was due to an unresolved audit or accounting matter.

Vasquez is not currently involved in litigation with an existing or former client nor are we aware of any pending or threatened claims or assessments.

## SPECIFIC AUDIT APPROACH

### Pre-Audit Activities

Our pre-audit activities will commence as soon as we are formally engaged by the City. Pre-audit activities include meeting with the audit committee and the key individuals responsible for the audit at the City, as well as transitioning from the predecessor auditor.

#### Engagement Letter

Prior to commencing each annual audit, Vasquez will draft, for the City's review and approval, an Engagement Letter which will conform to standards of the Government Financial Officers Association

Matters addressed in the Engagement Letter will include: Identification of respective roles and responsibilities of Vasquez and the City; scope of the audit; interactions with specialists, internal auditors and the City personnel, when applicable; and audit timetable to include:

- Fieldwork (i.e. interim, beginning of year-end, end of year-end, etc.)
- Completion of Authority-prepared schedules
- Delivery of reports (draft and final)
- Meetings

The Engagement Letter will also include:

- Process for changing or modifying the scope of the audit
- Identification of and means of changing Contractor's standards of materiality
- Contractor's retention schedule for working papers and documents associated with Contractor's provision of services
- Other matters deemed appropriate or necessary for the efficient and effective provision of services

#### Meeting with the Audit Committee and Management

At our meeting with management, we will discuss and agree on each other's expectations in the course of the audit engagement, including audit timing and milestones. We will also setup subsequent meetings and follow communications with management to gather sufficient relevant information for us to develop an audit plan that is customized for the City. The expected mode and timing of the subsequent communication, including progress or status meetings throughout the engagement, will be mutually agreed upon as part of the pre-audit activities.

#### Transition to Vasquez

One of our highest priorities will be to work collaboratively with management to facilitate a smooth, seamless transition as your auditor. We have succeeded the incumbent firm on other government audit engagements and have knowledge of their workpapers and communication capabilities. We will conduct specific staff training sessions for our engagement with the City. Our experience indicates that a training session is invaluable. We will hold this session to cover timelines and methodologies and approaches specific to the audit of the City, including the applicable GASB accounting standards.

## Work Plan

At Vasquez we want to build strong relationships with our clients and continuously seek to understand ways in which we can ensure the services we are providing are in alignment with their needs. We believe it is important to strive for continuous improvement in the ways we interact with and deliver services to clients. We do this, in part, by adhering to defined client service standards and seeking feedback on our performance from our clients. Vasquez utilizes several key technology systems to improve audit efficiency and effectiveness. Our use of technology in the audit process benefits you in the following ways:

- **Efficiency.** Your audit files are designed with you in mind including planning forms, audit programs and procedures. This promotes efficiency and allows for easy documentation, exchange and review of information.
- **Communication.** When you have a question, all client information is at our fingertips to access at any time no matter where we are located, even from prior year audits. Questions on workpapers or other issues can be accumulated and sent via e-mail in order to reduce the number of interruptions to your daily routine during audit fieldwork.
- **Technical Information.** In addition to our extensive industry experience, the ARM system allows us to provide up-to-date technical information quickly. Accounting standards and support can be provided to management at any time during the audit process.

Our auditing philosophy, commitment, attitude and technology effectively distinguish us with our clients and in the marketplace.

## Accounting Research Manager

Accounting Research Manager (ARM) is a comprehensive online database of expert-written analytical accounting, auditing, as well as primary source data. It includes the full suite of publications from the Governmental Accounting Standards Board, the GAO, Financial Accounting Standards Board, Emerging Issues Task Force, Securities and Exchange Commission, American Institute of Certified Public Accountants, and International Accounting Standards Board. In addition, interpretive analyses are provided in many areas.

## Paperless Audit System

Vasquez utilizes CaseWare audit software tool on its audit engagements. This paperless audit system helps to ensure quality and uniformity in the audit process.

## File Interrogation Software

We use IDEA software to analyze data in unique ways and for the audit sampling process. Some examples of procedures we can perform with IDEA include:

- Merging, analyzing and evaluating large amounts of data
- Perform statistical sampling over a population for effective analysis
- Search for duplicate testing (vendors, invoices, checks, adjustments, etc.) in minutes
- Matching vendors with employee addresses for any unusual activity
- Efficient and effective search for purchase stringing
- Gap detection testing to ensure that the data is complete when we perform our analysis
- Search for related parties
- Search for payments to vendors, right below bid requirement amounts
- Sort all payments after year-end, by amount, to look for material unrecorded liabilities/expenses

- Sort all cash receipts after year-end, by amount, to look for material unrecorded assets/revenues

### Sampling

Sampling is one of the methods we use to obtain efficiency in the audit process. In designing and implementing a sample plan, we consider the specific audit objective to be achieved and determine that the audit procedures to be applied will achieve that objective. We will:

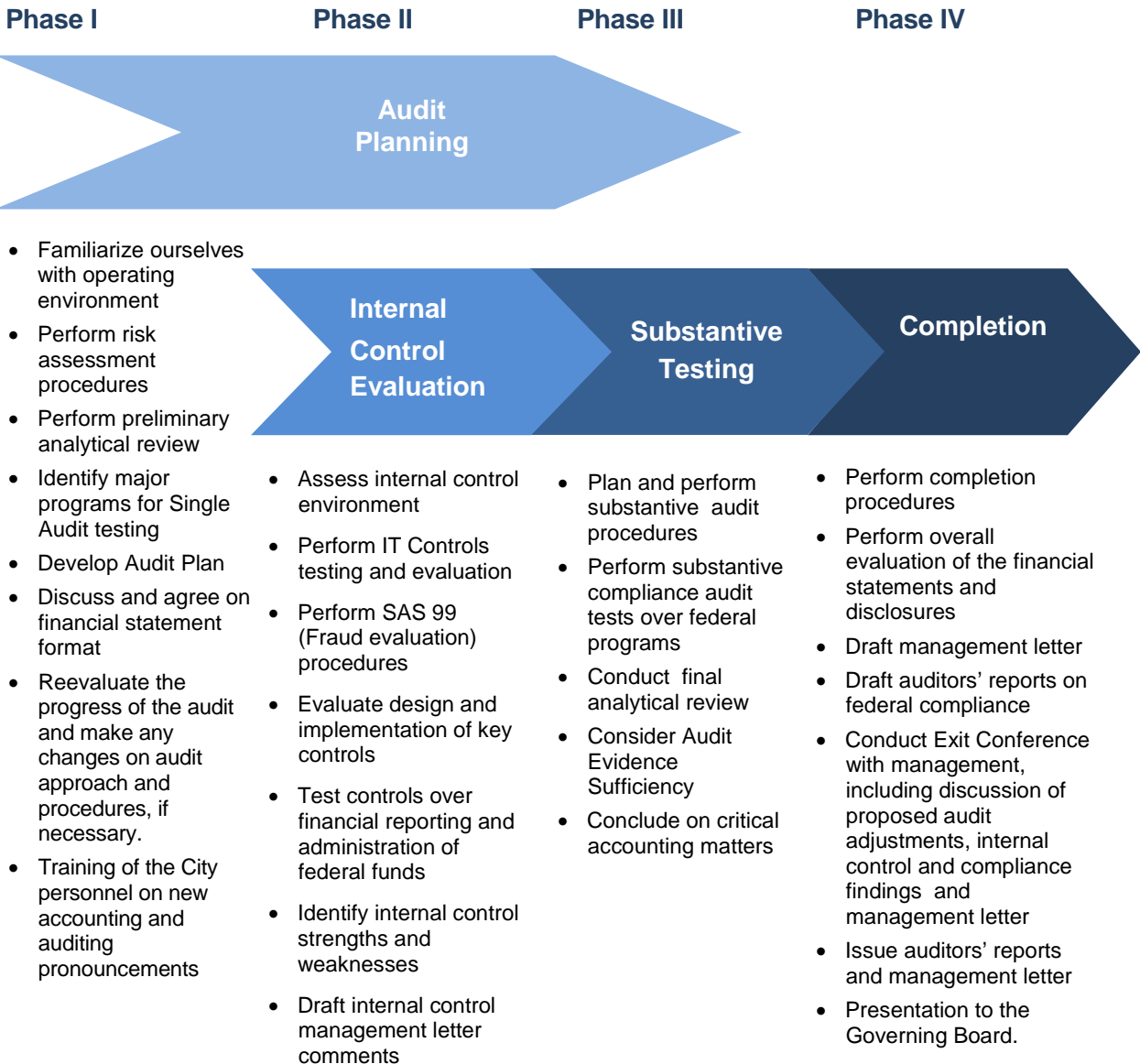
- Define the objective of the test
- Define the population to be sampled, the element of the population to be examined (sampling unit), and what an error is
- Determine which sampling technique is most appropriate
- Determine an appropriate sample size and select a sample that is intended to be representative of the population
- Examine each sample item to determine whether it is an error.

### Data Flow

To assist in managing the flow of data for our testing, we intend to utilize our Vasquez FTP PORTAL, a secure and regulatory compliant tool to more effectively and efficiently manage the many requests for information necessary to conduct an engagement of this size. The Vasquez FTP Portal is a secure, web-based repository that allows our auditors to post requests for audit information and for client personnel to respond (most often uploading and downloading attachments). All requests/responses and questions/answers are maintained in an easy-to-access website. Requests are tracked by assigned individual and notifications are received via e-mail. This will allow both the agency being audited and the audit team to easily monitor the audit progress and quickly address any issues in the audit information request/response process. The Vasquez FTP Portal will be a valuable tool for Foothill to monitor the status of our progress throughout this engagement. Finally, it eliminates the sometimes non-secure data exchange through the use of thumb drives, CD ROMS and paper.

#### a. Proposed segmentation for the engagement

We have summarized our planned audit approach and procedures below:



Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

## Phase I – Audit Planning

The planning phase lays the foundation for the direction of our audit efforts. It encompasses the following steps:

- Conducting entrance conferences with the appropriate Authority management personnel. The agenda would include, but need not be limited to, the following:
  - The application of generally accepted accounting principles
  - Concerns of Authority management
  - Report requirements, refinements and deadlines
  - Initial audit approach and timing schedule
  - Assistance by Authority personnel
  - Establishment of principal contacts
  - Progress reporting process
  - Consideration of Fraud in a Financial Statement Audit
  - The auditors' responsibility for fraud prevention
  - Scheduling inquiries of management and others (including non-accounting personnel) about the risk of fraud
- We believe it is important for us to assist the City implement new accounting, auditing and compliance requirements. It is for that reason we intend to schedule training with Authority personnel involved in all phases of the audit for them to have a clear understanding of the latest technical changes for their respective areas as well as have a clear understanding of the audit requirements and timeline. The training will be provided in the form of live or webcast as desired.
- Expanding our understanding of the City and its operating environments. We will accomplish this by familiarizing ourselves and updating our knowledge of applicable background information pertinent to the City, its grants and fund structure through our review of the following:
  - Applicable state legislation
  - Organizational structure
  - Minutes of meetings
  - Policies and procedures manuals, administrative codes, rules and regulations
  - Description of the City's financial and other information systems
  - Recent financial statements and key operating statistics
  - Contracts and major commitments
  - Grant agreements
  - Cost allocation plans
  - Possible effects on the City of the actions of regulatory agencies
  - Fraud Risk Assessment Process
  - Utility rate ordinances
  - Bond ordinances and offering statements
- Through our background knowledge of the City, and because of our fact-finding process, we will develop an in-depth understanding of the areas of concern. We will be in a position to meet with the City management to discuss areas that might have a significant impact on the timing and completion of the audits or that may be of special concern to management. We will review such areas in-depth to obtain an early understanding and resolution of any "problem" areas that may impede our progress and to develop our overall approach so that the City will have

sufficient time to develop the data necessary for completion of the audit with a minimum amount of disruption of the day-to-day routine.

Our planning process will include a specific review of computer activities performed by the City personnel in order to:

- Determine the organizational and operational controls over the data being processed, including, but not limited to; system development and maintenance controls, hardware controls and access controls
- Evaluate the degree of "control consciousness" among personnel
- Determine the potential impact of general control strengths and weaknesses
- Consider the possibility of management override of controls.

Our principal sources of information for this review will be interviews with responsible accounting and computer operations personnel, reviews of program documentation for the City's system, as well as direct observations made by our audit team.

- The audit team will use our analytical review techniques to identify other areas that may require attention. Until the year-end account balances are finalized, our review will focus on budgets compared to actual/projected information. We can thus identify sensitive areas to determine whether they are indeed areas requiring extra attention. We will also focus on unusual fluctuations occurring within individual funds to identify accounts and areas which merit further investigation.
- Based on our understanding of the City's operating environment, through our analytical review and other planning procedures, we will meet with Authority personnel to highlight areas to be emphasized during the audit. We will concentrate our efforts on the identified areas of audit concern and areas that we know to be important to Authority management. Some of our preliminary audit concerns are elaborated as follows:
  - Compliance with applicable laws, regulations and reporting requirements
  - Receipt of all revenue to which the City is entitled
  - Purchases authorizations within budgetary limitations
  - Adequate safeguarding of Authority cash, investment and inventory assets
- We will work directly with appropriate the City personnel to discuss financial statements and footnotes, in accordance with all authoritative accounting systems and interpretations. Accordingly, we will meet to discuss and agree upon the format for the individual and general purpose financial statements and any additional requirements that may be relevant because of recent or pending professional pronouncements. (See "Phase IV - Completion" for a more in-depth discussion of our financial reporting capabilities.)

### Interim audit testing

Our audit approach is flexible and can be tailored to fit the evolving needs of the City. We will work with you to review the current audit schedule to determine the best approach for the various phases of the financial statement audit. We provide you the option of interim audit effort or after year-end. There are several advantages to performing interim testing, such as:

- It shifts the timing of our testing into less busy periods of the year for your staff and for our staff
- It allows us to focus on the high-risk areas before the year-end close, which provides more time to deal with issues, if any
- It affords us the opportunity to judge the quality of interim period, rather than solely year-end, financial statement information and cut-offs which allows more opportunity for us to identify and Authority to implement best practices over internal controls and processes.

Clearly there are advantages to performing interim audit testing and, as we stated previously, we will work with you to determine the best approach, and you will control this process.



## Phase II – Control Evaluation

The steps included in this phase are as follows:

- Our systems evaluation approach enables us to obtain a better understanding of the various transaction cycles and sub-cycles and how they relate to each other. By using narrative and flowcharting techniques for each cycle, we will identify the critical points in the flow of financial information. Our basic technique begins with information contained in the financial statements and traces such information back to source data. This process is infinitely superior to the traditional tedious method of going from source data to financial statements.
- We will identify the strengths and weaknesses in each of the transaction sub-cycles and sub-audit areas that have a bearing on the audit objectives. This identification of internal control strengths and weaknesses will enable the audit team to determine the emphasis to be placed on audit testing. It will also serve as a basis for the development of conclusions and recommendations regarding weaknesses in the systems of internal accounting control and opportunities for improving efficiency and effectiveness.
- Our engagement service team will prepare a tailored audit program unique to the City based upon the identification of internal control strengths and weaknesses. Our audit programs are tailored into a unique, efficient and effective document addressing the audit objectives, issues, and systems of the City
- We will inquire of management and others (including non-accounting personnel) to identify fraud risks.
- Our engagement team will discuss and consider the susceptibility of financial statement to fraud and to emphasize professional skepticism. We will obtain information necessary to identify risks of material misstatement due to fraud. We will identify risks that may result in material misstatement due to fraud. We will assess the identified risks after considering an evaluation of the antifraud programs and controls. We will respond to the identified risks.
- We will test transaction cycles using statistical and judgmental sampling methodologies to determine whether the necessary control procedures are prescribed and followed satisfactorily. In addition, if there are any deviations in our sample selection, we will expand the sample size and if the additional sample confirms the deviation problem, we will use statistical techniques to extrapolate the dollar value of the deviation.
- We will obtain reasonable assurance that controls are functioning properly.
- We will identify any failures to execute control procedures and prepare an initial management letter recommendation. In addition to documenting the condition and criteria, we will develop the cause and effect, and propose a recommendation.
- We will communicate and review the initial management letter comments with the City management.
- We will provide periodic written progress reports on the planning and test work performed during the planning and interim fieldwork phases and discuss the schedule to complete the audits in the most economical manner.

## Phase III – Substantive Testing

Sampling is one of the methods we use to obtain efficiency in the audit process. In designing and implementing a sampling plan, we consider the specific audit objective to be achieved and determine that the audit procedures to be applied will achieve that objective. We will:

- Define the objective of the test
- Define the population to be sampled, the element of the population to be examined (sampling unit) and what an error is
- Determine which sampling technique is most appropriate

- Determine an appropriate sample size and select a sample that is intended to be representative of the population
- Examine each sample item to determine whether it is an error

Substantive Testing – The purpose of the substantive tests is to provide reasonable assurance of the validity of the information produced by the accounting system. These tests will include various detail tests and analytical procedures, including ratio analysis, comparisons of actual-to-budget information and other procedures. Specifically, tests that we have found to be effective and efficient for Authority includes tests such as confirmation of cash, grants receivable and loan balances, test of subsequent receipts for selected receivables.

Analytical Review Procedures – Analytical review procedures, consisting of statistical, ratio and trend analyses are performed during every phase of the audit, from planning to reporting. These analytical testing techniques provide feedback on potential areas of audit concern as well as provide comfort concerning the overall reasonableness of the financial statements.

Consideration of Fraud – The primary responsibility for the prevention and detection of fraud rests with both those charged with governance and management. It is important that management, with the oversight of those charged with governance, places a strong emphasis on fraud prevention, which may reduce opportunities for fraud to take place, and fraud deterrence, which could persuade individuals not to commit fraud because of the likelihood of detection and punishment. This involves a commitment to creating a culture of honesty and ethical behavior, which can be reinforced by active oversight by those charged with governance. Oversight by those charged with governance includes considering the potential for override of controls or other inappropriate influence over the financial reporting process, such as efforts by management to manage.

We are responsible for obtaining reasonable assurance that the financial statements are free from material misstatement whether caused by fraud or error. As part of our audit planning process, we will perform procedures to obtain information that will be used for identifying the risks of material misstatement due to fraud, such the following:

- Discussions with management and others within the City. These discussions would focus on obtaining an understanding of management's: (a) assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent, and frequency of such assessments; (b) process for identifying, responding to, and monitoring the risks of fraud in the City, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist; (c) communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the City; and (d) communication, if any, to employees regarding its views on business practices and ethical behavior. We will also make inquiries of management, and others within the City as appropriate, to determine whether they have knowledge of any actual, suspected, or alleged fraud affecting the City.
- Discussions with those charged with governance. We will obtain an understanding of how those charged with governance exercise oversight of management's processes for identifying and responding to the risks of fraud in the City and the internal control that management has established to mitigate these risks.
- Evaluation of unusual or unexpected relationships identified. Unusual or unexpected relationships, variances or balances that we may identify during our preliminary analytical review procedures will be evaluated for indication of risks of material misstatement due to fraud.
- Discussions among our audit team members. This discussion will involve an exchange of ideas or brainstorming among our audit team members about how and where the City's financial statements might be susceptible to material misstatement due to fraud, how management could perpetrate and conceal fraudulent financial reporting, and how assets of the City could be misappropriated.

**Adjusting Journal Entries** – Adjusting journal entries proposed by our auditors, if any, will be discussed and explained to the Chief Financial Officer/Financial Services and Compliance. It is our practice to discuss issues and proposed audit entries with the program manager or management personnel immediately responsible for the program to ensure that we have not misunderstood that particular situation. This will ensure that the proposed entry or management comment and recommendation are accepted by the immediate manager in charge, and will ensure that the recommendation is feasible and makes business sense. It is also our policy to address issues and resolve them as they arise, rather than at the end of the audit. In short, there will not be any surprises.

The final element in our work plan is the continual reporting to Authority management personnel in order to apprise them of our progress. We believe communication is vital. We have stressed the importance of continuous close relationships throughout this proposal and have indicated the various points where we will meet for specific discussions and decision.

### Phase IV – Completion

The last phase of our audit involves preparation of the Independent Auditors' Reports and management letter comments. Because of our emphasis on early problem resolution and ongoing communication throughout the audit, the reporting phase will be mainly concerned with reviewing the fair presentation of the final numbers that will appear in the annual financial reports.

All audit engagements are reviewed by report review specialist not otherwise associated with the engagements. Prior to commencement of fieldwork and as the engagement progresses toward completion, the report review specialist will aid the partner and the audit team in resolving difficult accounting, auditing and reporting issues. Upon completion of the partner review and before release of the report, the report review specialist will review the financial statements, our report thereon, and the letter communicating reportable control structure conditions and any other special reports or letters to be issued.

### Management letter

At the completion of our audit, separate from any significant internal control deficiencies or items of noncompliance we may have identified and included in the respective auditors' reports, we will also provide our comments and observations for improvements to operating, accounting and business practices. The diverse experience of our personnel, the fresh perspectives of our team members, combined with their independent and objective viewpoints will likely yield valuable information. The findings and other comments will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practices and procedures and the internal accounting and administrative controls
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures
- Suggestions for operational improvements or cost efficiencies noted during the course of our examination
- Comments relative to ensuring compliance with the applicable laws, rules and regulations
- Comments regarding implementation of the new FASB pronouncements
- Other comments, recommendations or observations regarding best practices that we believe may be of interest.

This approach will not only allow us to render an opinion on the financial statements and on compliance pursuant to regulatory requirements; it also permits us to add value to our audit services and share the knowledge gained from surveying a wide range of organizations.

### Risk Assessment

We will also perform risk assessment procedures in accordance with SAS No. 109, *Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement* sufficient to obtain an understanding of the entity and its environment, including its internal control to establish a frame of reference to determine whether any of the assessed risks are significant risks that require special audit consideration or risks for which substantive procedures alone will not provide sufficient appropriate audit evidence.

Based on the understanding obtained from our SAS No. 109 procedures, we will design and perform audit procedures in response to the assessed risks identified and audit evidence obtained in accordance with SAS No. 110, *Performing Audit Procedures in Response to Assessed Risks and Evaluating the Audit Evidence Obtained*.

### **INFORMATION SYSTEMS CONTROLS**

Understanding how key systems and processes contribute to your overall processing environment and affect the reliability of financial information is a primary element of our audit approach. Our objective is to assess whether the standards of security, integrity, continuity and control are conducive to reliable processing, consistent with the City's technology standards and appropriate to safeguard your information assets.

#### IT general controls

IT general controls are pervasive controls within the IT environment. The following types of IT general controls are typically addressed in our audit approach:

- **Logical security (access to programs and data)**—includes the components of management governance over Information Technology (policies and procedures, monitoring), application configuration (passwords, service accounts, super users, user identification/authentication), and security of the physical assets.
- **Change control management**—assesses program changes (upgrades, service patches, source code) moved into the production environment and the processes applied to ensure the appropriate initiation, authorization, segregation, testing and approval are evident.
- **Data backup and recovery**—reviews that the data backup process and ability to recover data for the financially significant applications, databases, spreadsheets and operating systems for the given opinion period are complete, tested and maintained, including the handling of errors.
- **Job processing**—tests for the completeness of data interfacing into the financially significant applications and the change management processes for handling errors, script changes and interface edits.
- **Security administration**—addresses the user access provisioning (new hire on-boarding, position/role changes, employee separation) for the financially significant applications, databases, spreadsheets and operating systems, along with management's review of access for completeness, segregation of responsibilities and accuracy.

#### IT application controls

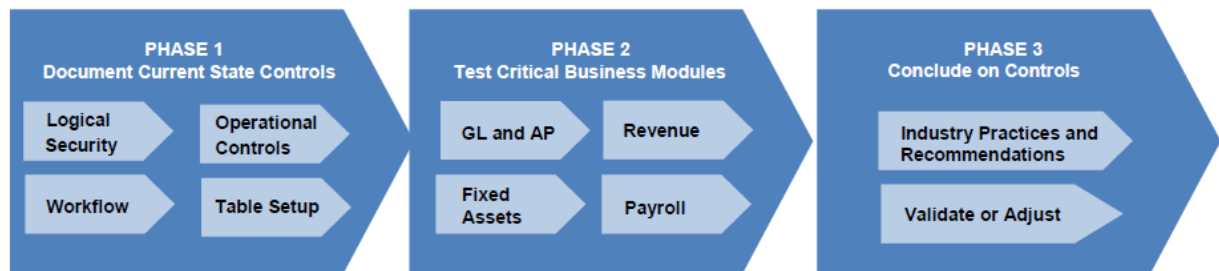
IT application controls apply to the business processes they support. These controls are embedded within the software applications to prevent or detect unauthorized transactions. When combined with manual controls, application controls verify completeness, accuracy, authorization and validity of processing transactions. Our methodology for assessing application controls is as follows:

- Define materiality by system, using business process mapping as a starting point
- Map various transaction types to clearly identify key controls and determine if the control is an application control or a manual control

- Utilize our proprietary questionnaires to help verify and test various types of automated controls
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate application security controls, which are controls to verify that minimum access to applications is allowed for individuals to perform their job
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate input controls which ensure that transactions are initially recorded, entered and accepted by the application accurately and completely
- By developing and testing a sample of transactions, evaluate processing controls, which ensure that transactions are processed by the application programs accurately and completely
- Through inquiry and review of written policies and procedures, evaluate output controls, which ensure that output is complete and is delivered (standard or customized) to the appropriate parties in an appropriate manner
- Through inquiry, review of written policies and procedures and tests of a sample of transactions, evaluate interface controls, which ensure that transactions between multiple systems are secure and integrity of the information transmitted is maintained, accurate and complete

### IT Systems Review

In addition to the previous page, we will document our understanding of specific elements related to the City's key applications. The following graph illustrates our approach:



- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>• Application Security</li> <li>• Operating Security</li> <li>• Database Security</li> <li>• Interface Security</li> <li>• Network Security</li> <li>• Rules, Roles and Routings for workflows</li> <li>• Control and configurations of the key System Catalog and Application Data Tables</li> <li>• Job Scheduling &amp; Batch Processing</li> <li>• System maintenance &amp; upgrade</li> <li>• Backup &amp; recovery</li> </ul> | <ul style="list-style-type: none"> <li>• Facilitated Sessions for building process maps and narratives</li> <li>• Capture COSO Objective, Financial assertions, Risk Control Activities</li> <li>• Capture Control types, control category control method</li> <li>• Interface with the finance team and audit team in building the process maps and understanding application control implemented</li> <li>• Identify gaps</li> </ul> | <ul style="list-style-type: none"> <li>• Compile a list of best practice recommendations for remediating each control gap identified</li> <li>• Include recommendations for technical configurations and policy &amp; process improvements</li> <li>• Classify each recommendation as technical, administrative or business process related</li> </ul> |
|--|--|--|

In summary, our IT-focused team will utilize its in-depth risk and controls knowledge and experience to identify and assess key controls and comment on opportunities to enhance the benefits available from the system, using efficient and effective testing approaches.

## SINGLE AUDIT APPROACH

We will utilize an integrated audit approach. This means we will coordinate the Single Audit testing of major federal programs with the testing of internal controls and systems in conjunction with the financial statement audit. Each major program requires a separate opinion on compliance with federal rules and regulations. The scope of our testing will be sufficient and specific enough to allow opinions on each of the City's major programs. We will perform risk assessment procedures including:

- Review of prior years' reported findings, and
- Consideration of the extent of continuing or new personnel assigned to administer each major federal program.

Our procedures for testing major federal programs will be performed as follows:

- Hold a planning meeting with the accounting managers and grant administrators
- Make a preliminary assessment of the condition of the records and controls and determine the procedures necessary to more fully document the systems
- Obtain copies of the grant agreements under which federal financial assistance is provided
- Document any program-specific compliance requirements contained in the agreements beyond those included in the OMB Compliance Supplement
- Review reports completed to meet the federal financial reporting requirement
- Document our understanding of program requirements, and other laws and regulations
- Establish detailed work plans, and audit timetables in conjunction with management
- Schedule regular status meetings to monitor the audit process
- Review the inventory of grants and other federal and state assistance
- Test the completeness and accuracy of the schedule of expenditures of federal awards
- Examine any external, state and federal audit reports for control weaknesses, compliance exceptions or questioned costs.

The extent of testing and sampling depends on many factors, including environmental controls, previous audits and the number of locations at which controls are administered. Our sampling plan will be in conformity with the AICPA's guidance for testing compliance.

## SIGNIFICANT ACCOUNTS OR CLASSES OF TRANSACTIONS

Grant Accounting – the City receives a significant amount of grants from the State and Federal government. Accounting for the various types of grants can be complex, since the City has multiple programs administered in a decentralized environment. We will select a sample of grant awards for the year, read the grant agreement and determine if the receivables, revenues and resulting net assets are recorded in accordance with GASB Statements 33 and 36.

Claims and Judgments – Because the City is self-insured for its risks of loss, we will obtain an understanding of the process the City uses to determine and measure all known risks, and report them in the financial statements. Our analysis will also include the estimate of incurred but not reported claims. We will perform a retrospective review of prior estimates to determine if there appears to be bias in the development of these estimates. A McGladrey professional liability actuary assists the engagement team

in assessing the qualifications of actuaries used by clients, actuarial assumptions used, and the reasonableness of valuation methodologies.

Pension and other Post-employment Benefits – Vasquez has access to actuaries who assist the engagement team with reviewing the reputation and qualifications of actuaries used by clients, actuarial assumptions used, and the overall valuations. Additionally, we will test the information provided to the various actuaries to ensure it reflects current and complete data.

Personnel Services Expenses – We will select individual payroll transactions for testing monetary accuracy and compliance with key controls. Control characteristics which will be tested include:

- Accuracy of initial payroll information
- Supervisory approval of payroll transactions
- Payroll department's audit of payroll change notices
- Proper distribution of checks to employees
- Labor distribution into the payroll files for the classification and accumulation of payroll changes to the various departments
- Hours charged or allocated to federal programs were accurate
- Personnel files are properly documented and employee classified as the department and fund

Revenues – Our test of revenues will focus on the key controls to ensure that:

- All revenues earned have been recorded in the appropriate amount
- Revenues are recorded in the proper accounts and funds
- Revenues are recorded in the appropriate fiscal period
- Revenue transactions are in compliance with policies and procedures
- Accruals have been reversed

Expenditures – We will test transactions to ensure that they were:

- Properly authorized
- Monetarily accurate
- Properly classified
- In compliance with the City control procedures

The audit tests will also be designed to determine whether charges to federal and state awards:

- Were necessary and reasonable for the proper administration of the program
- Conformed to any limitations or exclusions in the award
- Were given consistent accounting treatment and applied uniformly to both federally-assisted and other recipient activities
- Were net of applicable credits
- Did not include costs properly chargeable to other federally-assisted programs
- Were properly recorded (i.e., correct amount, date) and supported by source documentation
- Were approved in advance, if subject to prior approval
- Were incurred in accordance with the competitive purchasing procedures
- Were allocated equitable to benefiting activities, including nonfederal activities

Other Than Personnel Services Expenditures – We will test transactions to ensure that they were:

- Properly authorized
- Monetarily accurate
- Properly classified

- In compliance with department and Authority control procedures

The audit tests will also be designed to determine whether charges to federal and state awards:

- Were necessary and reasonable for the proper administration of the program
- Conformed to any limitations or exclusions in the award
- Were given consistent accounting treatment and applied uniformly to both federally-assisted and other recipient activities
- Were net of applicable credits
- Did not include costs properly chargeable to other federally-assisted programs
- Were properly recorded (i.e., correct amount, date) and supported by source documentation
- Were approved in advance, if subject to prior approval
- Were incurred in accordance with the competitive purchasing procedures
- Were allocated equitable to benefiting activities, including nonfederal activities

Cash – Our audit procedures will include:

- Confirmation of balances with financial institutions
- Review of bank reconciliations with detail tests of selected reconciliation items
- Detail tests of selections from subsequent bank statements
- Proper financial statement disclosure, including whether or not there are restrictions on the cash accounts

Investments – Our audit procedures will include:

- Review Investment Policy and oversight process
- Assess asset allocation, hiring of advisors, authorizations for sales and purchases
- Evaluation and testing of due diligence process
- Derivatives – confirm activities, to test existence; access valuation methodology
- Confirmation of investments held and transactions for the period with custodian
- Confirmation of alternative investments with fund managers, when applicable
- Examination of agreements with investment managers and investment policies
- Fair value testing
- Detail and analytical tests of investment income and unrealized and realized gains and losses
- Alternative investments – confirm balances, review contracts, partnership/operating agreements, and investment reports; assess reasonableness of valuations, review external audit reports.
- Fee and investment expense testing
- Proper breakout between cash equivalents and investments
- Review of foreign currency gains and losses and related risk disclosures, as applicable (proper financial statement disclosure in accordance with GASB 3, 31, 40)
- Review of compliance of overall portfolio with Authority policies and guidelines

Receivables – Our audit procedures will include:

- Examination of reconciliation to ledger and sub ledger and tests of reconciliation items
- Analytical review of significant fluctuations in account balances
- Confirmation of balances, as practical
- Detail tests of subsequent cash receipts for selections



- Analytical tests of aging analysis and reserve requirements
- Tests of accounts receivable allowances through independent estimates using historical reimbursement and write-off experience
- Detail testing of accrued income receivable
- Review detail for transactions with related parties, credit balances, etc.
- Examine revenue recognition policies • Proper financial statement disclosure

Capital Assets – Our procedures for the audit of capital assets will be based on the manner in which the City manages its capital assets, rather than based on the manner in which the City accounts for those transactions and activities. We will also ensure that adequate procedures are performed related to the activity and balances in each of those opinion units with material capital assets-related transactions. Our audit procedures could include:

- Review of underlying documentation (such as, statutes and regulations, governing board minutes, grant contracts, donor letters, and contracts to lease or sell capital assets) and inquiry of management to determine any legal and contractual provisions relating to capital assets and related accounts that could have a direct and material effect on the determination of financial statement amounts.
- Analytical review of construction work-in-progress to identify projects that have been completed and need to be placed in service and depreciated or projects that may have been abandoned and need to be evaluated for impairment.
- Compare budgeted and actual capital outlays for the period and investigate significant variances.
- Evaluation of support for reported fair values of any significant donated capital assets
- Determination whether the City has satisfactory title to capital assets or other evidence supporting the reporting of infrastructure assets and certain intangible assets (patents, copyrights, and trademarks), whether any liens exist, or whether any capital assets have been pledged.
- Evaluation of whether depreciation expense is properly charged to the various functions.
- Evaluation of whether capital asset impairments have been properly reported.
- Evaluation of whether transfers of capital assets and related debt between funds, component units, and other entities have been properly reported.
- If eligible infrastructure assets are accounted for using the modified approach, a determination of whether the asset management system and the documentation of the condition of the assets comply with the standards in GASB Statement No. 34, as amended,
- Review of financial statement disclosures for capital assets and related accounts.

Accounts Payable and Accrued Expenses – Our audit procedures will include:

- Analytical review of significant fluctuations in account balances
- Tests of management's methodology and assumptions
- Subsequent disbursements testing
- Test of reconciliation between ledger and sub ledger and test of reconciliation items
- Examination of detail for credit balances, related party transactions, aging, etc.
- Comparison of prior year estimates against actual to assess adequacy of prior year reserves.

Debt – Our audit procedures will include:

- Confirmation of balances with financial institutions and other debtors
- Comparison of roll forward to ledger and agreements
- Recalculation of carrying amount of loans
- Testing of capital lease agreements

- Analytical and detail tests of interest expense and accrued interest
- Examination of classification and detail testing of activity
- Proper financial statement disclosure

**Net Position** – Our audit procedures will include:

- Testing of restricted nature of net position
- Compliance with legal or regulatory restrictions and reporting requirements
- Proper financial statement disclosure including:
  - Net investment in capital assets
  - Restricted
  - Nonexpendable
    - Expendable
    - Unrestricted

### CITY PARTICIPATION IN THE AUDIT PROCESS

Our audit approach assumes that representatives of the City staff will fully participate in the planning, fieldwork, and completion of the audit process. Full participation means that the City will provide the resources necessary to allow Vasquez to complete the audit in a timely and effective manner while meeting your deadlines. We anticipate that the management and staff of the City will participate and assist in the following areas:

- Participating in audit planning sessions to provide perspective on risk areas in the audit;
- Assisting in the documentation of internal controls;
- Providing information such as expenditure reports prior to commencing year end fieldwork.
- Participation in fact finding interviews with various Authority staff and consultants, as necessary.
- Encouraging the free exchange of information between the City staff and Vasquez staff;
- Committing to a year round audit approach and interaction with the auditors;
- Providing open access to the City management
- Timely responses to information requests and audit resolution issues

#### b. Level of staff and number of hours to be assigned to each proposed segment of the engagement

Personnel Categor	City Audit Report	Single Audit Report	CSD Audit	Child Care Audit Report	GANN Limit Review	Total Hours
Partners	34	3	2	3	-	42
Managers	99	6	6	6	1	118
Supervisors	175	10	10	16	2	213
Senior Auditors	180	160	16	30	-	386
	488	179	34	55	3	759

#### c. Sample size and the extent to which statistical sampling is to be used in this engagement

We will test transaction cycles using statistical and judgmental sampling methodologies to determine whether the necessary control procedures as prescribed are followed satisfactorily. The sample size will range from 10 items to 25 items, depending on how we assess control audit risk and audit detection risk.

#### d. Extent of use of software in this engagement

All members of our staff are skilled at auditing in an electronic data processing (EDP) environment and have extensive experience with software applications. Our audit personnel have a wealth of experience in evaluating complex computerized accounting systems of governmental agencies. They are proficient at:

- Analyzing an organization's information systems, and
- Determine the controls and audit processes required to provide assurance that the information produced is reliable and that the system and data contained therein are secure.

Our audit staff generates all fund trial balances, lead sheets and detail working papers on laptop computers through either downloads or input of individual fund general ledger information. This process significantly reduces the amount of time City personnel must spend preparing audit schedules. See discussion on use of IDEA software on page 28 of this proposal.

#### e. Type and extent of analytical procedures to be used in the engagement

Analytical review techniques will be utilized to identify other areas that might require attention. Until the year-end account balances are finalized, our review will focus on budgets compared to actual/projected information. We can thus, identify certain sensitive areas to determine whether they are indeed areas requiring extra attention. We will also focus on unusual fluctuations occurring within individual funds to identify accounts and areas which merit further investigation.

Based on our understanding of the City's operating environment, through our analytical review and other planning procedures, we will meet with the City personnel to highlight areas to be emphasized during the audit. We will concentrate our efforts on the identified areas of audit concern and areas we know are important to the City Officials. Some of our preliminary audit concerns are elaborated as follows:

- Compliance with applicable laws, regulations and reporting requirements
- All matters of compliance with GASB statements and interpretations
- Receipt of all revenue to which the City is entitled
- Purchases are authorized and within budgetary limitations
- Encumbrances and liabilities are recorded and charged to proper budgetary accounts
- Proper accounting and disclosure of developer agreements and similar commitments
- Proper accounting for fixed assets including infrastructure assets
- Proper recording of outstanding obligations
- For the utilities we will consider ratios of water pumped/purchased to water sold and utility customer revenues compared to production costs

#### f. Approach to be taken to gain and document an understanding of the City's internal controls structure

To gain and document our understanding of the City's internal control structure, we will review the City's policies and procedures, meet with appropriate management personnel to ascertain actual operation of policies and procedures and carry out compliance tests to document internal control strengths and weaknesses. In reviewing controls over EDP systems emphasis would be placed on the following:

- Determination of the organizational and operational controls over the data being processed including but not limited to, system development and maintenance controls, hardware controls, and access controls
- Evaluation of the degree of "control consciousness" among personnel
- Determination of the potential impact of general control strengths and weaknesses

- Consideration of the possibility of management override of controls

#### **g. Approach to be taken in determining laws and regulations that will be subject to audit test work**

In planning for single audit requirements, we will perform the following:

- The City will be requested to prepare a schedule that lists each grant program it administered during the audit period. The grants should be categorized by grantor agency and grant numbers. The compliance requirements to be tested will be identified for all major grant programs received by the City. The compliance requirements for the major grants will be extracted from "Major Compliance Features of Programs Administered by State and Local Governments" for grants covered in that document.
- Compliance with Laws and Regulations -The purpose of testing compliance with laws and regulations is to determine whether the City is complying with laws and regulations, specifically as they apply to state and federal financial assistance. Compliance procedures will include reviewing state and federal grant requirements, applicable laws and regulations, allowable costs, eligibility, and other specific agency requirements.

#### **h. Approach to be taken to communicate with City regarding changes to draft CAFR during review process**

We will utilize the GFOA's preparation checklist as our review checklist to ensure that the CAFR has met all of the requirements and incorporate any additional recommendations into our review comments provided to the City to provide recommendation and assistance to ensure that the Certificate can be maintained. To accomplish this, Vasquez will:

- Review the closing process with the City, including required materials from outside providers
- Develop a timeline with critical milestones to measure our collective process
- Develop dual tests of internal controls and compliance
- Implement interim fieldwork testing as soon as possible
- Provide training in new GASB and SAS standards to identify potential issues early
- Coordinate regular status updates with the team leaders and City management.

#### **i. Approach to be taken to be taken to identify and schedule audit due dates**

We do our best to schedule as much of the required field work as possible when the client requests, including trying to revolve around the organization's schedule to help ensure that the accounting personnel who will be assisting on the audit are least burdened with other required work in their position.

We conduct audits in an organized and logical manner, via detailed planning meetings, preparing lists of needed documents in advance, and developing a working dialogue with the client prior to the engagement to discuss the requested items, documentation and back up, deliverables deadlines to meet the requirements of the GFOA award certification program and government regulators, including the State of California and Office of Management and Budget.

## IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

Critical Audit Area	Background and Audit Considerations
<b>Financial Reporting</b>	<p><b>Background.</b> Governments have unique requirements for financial reporting—that is, how they present information in their entity-wide financial statements, fund financial statements, notes to those financial statements and other required supplementary information.</p> <p><b>Audit Considerations.</b> We will work closely with management to ensure we understand and evaluate the controls in place over the financial reporting process. We will perform a materiality calculation to highlight accounts that are considered material at the financial statement level. We will perform a major fund determination at the planning and final stage of the audit to ensure that all funds are reported in compliance with the reporting standards. We will analyze potential components units to determine the nature of their reporting in the comprehensive annual financial report. We will evaluate and review the government’s control process and entries involved in the conversion from the fund level to the entity-wide level in compliance with GASB 34. We will consider prior year GEOA comments and the current year requirements and advise Authority of potential areas for consideration as to modifications or new disclosures.</p>
<b>Financial Instruments</b>	<p><b>Background.</b> Governments have certain unique requirements that apply to their financial instruments including cash; investments such as reverse repurchase agreements, securities lending transactions; and derivative instruments.</p> <p><b>Audit Considerations.</b> We will work with management to gain a full understanding of the controls and procedures in place over the cash and investments cycle. We will review Authority’s investment policy to gain an understanding of Authority’s investment objectives. To ensure all financial instruments are recorded on the books, we will confirm cash and investment balances from outside third parties. For more complex investments, we will rely on our due diligence procedures to ascertain the propriety of information reported in the financial statements. We will consider the adequacy of financial statement disclosures for conformance with GASB pronouncements and transparency to users of the financial statements.</p>
<b>Revenues and Receivables</b>	<p><b>Background.</b> Governments have a variety of revenue and receivable sources that play a significant role in their operations.</p> <p><b>Audit Considerations.</b> We will work with management to gain a full understanding of the controls and procedures in place over the revenues and receivable cycles. We will devise our procedures to ensure that reported revenues represent amounts relating to the period and pertain to the government, revenue transactions and events have been recorded in the correct accounting period and revenue transactions and events have been recorded in the proper accounts. Our tests will include consideration that the reported receivables represent amounts uncollected as of the end of the period, that for grants, the related events have occurred that entitle Authority to the related revenue, and receivables are reported at the proper amounts. We will analytically review revenues from budget as well as prior period to identify plausible trends. We will confirm certain receivables (property and certain other taxes, grants, shared revenues) and perform a search of unrecorded receivables by analyzing receipts subsequent to year end. We will evaluate the management and reporting of fuel cost adjustments and</p>

Critical Audit Area	Background and Audit Considerations
	perform audit procedures pertaining to electric/water utilities such as unbilled utility revenues and test cycle billing systems and tiered billing rates.
<b>Capital Assets</b>	<p><b>Background.</b> Governments usually acquire general capital assets with the resources of the general, special revenue, capital projects, and enterprise funds. A government’s budgeting policies usually affect how the government finances and accounts for general capital asset acquisitions of different sizes and types.</p> <p><b>Audit Considerations.</b> We will gain an understanding of the controls and procedures in place regarding capital assets. We will review the entity’s capital asset policy to ensure the controls in place are in compliance with the prescribed policy. We will consider our tests of construction activity and capital assets inventory controls to support our evaluation of capital asset balances. We will devise our procedures to ensure reported capital expenditures and depreciation and amortization expense represent amounts relating to the period and pertain to the government, have been recorded in the proper accounts and in the correct accounting period. We will evaluate the calculations of capitalized interest/allowance for funds used during construction. We will review procedures for relieving inventory and capitalizing additions to the transmission and distribution systems.</p>
<b>Expenditures and Liabilities</b>	<p><b>Background.</b> Expenditures and liabilities represent outflows of resources from the government. Many resource outflows are reported based primarily on events or transactions that require cash disbursements during the current period or shortly thereafter; examples are payroll, rent, utilities etc. Other resource outflows are reported based primarily on known or estimated future-period cash disbursements; examples are compensated absences, and claims and judgments, etc.</p> <p><b>Audit Considerations.</b> We will gain an understanding of the controls and procedures in place to relating to the purchasing and cash disbursements cycle. We will devise our procedures to ensure reported expenditures represent amounts relating to the period and pertain to the government, expenditures have been recorded in the proper accounts and correct accounting period. We will devise our procedures to ensure reported liabilities represent amounts unpaid as of the end of the period, the financial statements report all liabilities as of the end of the period and liabilities are reported at the appropriate amounts. We will agree selected liabilities to detail ledgers, such as lists of outstanding debt, and to subsequent payments, and we will review subsequent payments to help identify unrecorded liabilities.</p>

**Debt and Debt Service Critical Audit Areas**

Critical Audit Area	Background and Audit Considerations
<b>Debt and Debt Service</b>	<p><b>Background.</b> Most governments have large financial needs as they seek to grow their economies and provide for social needs of their citizens. In theory, public borrowing is an effective tool for generating economic development and distributing fairly the debt burden between current and future generations of taxpayers. Public borrowing and debt can expand the production and consumption choices of current and future generations, allowing governments to increase productive investments and distribute the tax burden more fairly between current and future generations.</p>

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

Critical Audit Area	Background and Audit Considerations
	<p>However, public borrowing and debt entail significant risks if they are not managed properly. An unsustainable public debt can impair the government's ability to reduce unemployment and poverty levels precisely when counter-cyclical budget actions are most needed, during an economic recession or financial crisis.</p> <p><b>Audit Objectives.</b> Our objectives are to determine if the debt management function of Authority has adequate internal controls in place to ensure that the appropriate processes and procedures are functioning as intended. In order to accomplish this, the scope of our audit includes the following:</p> <ol style="list-style-type: none"> <li>1. Document whether audit procedures for debt and debt service expenditures will be performed across opinion units or for individual opinion units. If procedures will be performed on individual opinion units, identify those opinion units in the documentation.</li> <li>2. Using an analysis of debt and interest activity during the period, perform the following procedures:       <ol style="list-style-type: none"> <li>(a) Analytically review long-term debt balances by comparing balances in the liability accounts and related interest accounts with those of prior years or other expectations.</li> <li>(b) Compare debt terms and balances as of the balance sheet date to amounts confirmed with standard financial institutions' confirmations or similar confirmations. Investigate any differences.</li> <li>(c) Select a sample of debt issuances and determine whether they comply with compliance requirements that could have a material effect on the financial statement amounts</li> <li>(d) Review loan and debt agreements, and determine whether assets are pledged and whether there are any restrictive covenants. Identify disclosure points for pledged assets and restrictions.</li> <li>(e) Determine by inquiry, reading minutes or agreements, etc., whether any new debt issued is an advance refunding transaction resulting in defeasance of debt. If there has been such an advance refunding, determine that the accounting and disclosure requirements of GAAP have been met.</li> <li>(f) Review documentation prepared by the governmental unit, or prepare documentation, supporting compliance with debt covenants, restrictions, etc.</li> <li>(g) Analytically test the reasonableness of interest expenditures/expenses and interest payable.</li> <li>(h) Examine significant lease agreements entered into during the year, and determine whether any leases should be capitalized. Identify disclosure points for both capital and operating leases.</li> </ol> </li> </ol>

**General Child Development Program Critical Audit Areas**

Critical Audit Area	Background and Audit Considerations
<p><b>Nature of the Organization</b></p>	<p><b>Background.</b> The City’s General Child Development Program (Program) is funded by the California State Department of Education, Office of Child Development. Its mission is to provide educational programs and care for children participating in the program.</p> <p>It is the responsibility of Program Management, with the oversight of those charged with governance, to ensure that City’s operations are conducted in accordance with the terms of its contracts, and the provisions of laws and regulations, including compliance with the provisions of laws and regulations that determine the reported amounts and disclosures in an entity’s financial statements.</p> <p><b>Audit Considerations.</b> We will take into account the major contracts and applicable legal and regulatory framework including the <i>Audit Guide for Audits of Child Development and Nutrition Programs</i> issued by the California Department of Education. We will consider terms of the contracts, and certain laws and regulations that have fundamental effect on the operations of the Program. We will make inquiries of management and, when appropriate, those charged with governance about whether the entity is in compliance with such contracts, laws and regulations. We will also inspect correspondence, if any, with the relevant contracting agency, licensing or regulatory authorities.</p>
<p><b>Cash and investments</b></p>	<p><b>Background.</b> The Program is funded by the California State Department of Education, Office of Child Development. The Program’s funds are pooled with the City’s cash and investments in order to generate optimum interest income.</p> <p><b>Audit Considerations.</b> We will consider any restrictions on contributed cash and investments, as well as related investment income, gains and losses, whether such restrictions are properly reflected in the financial statements. We will make inquiries of management and review documents relating to restrictions on cash arising from grant agreements, donors or legal agreements, or both. We will review correspondences with grantors, donors, minutes of governing board and governing board committee meetings for evidence of grantor, donor or statutory restrictions on cash and investments.</p>
<p><b>Contracts Receivable and Contract Advances</b>  <b>Grant Revenue</b>  <b>Functional Expenses</b></p>	<p><b>Background.</b> As of June 30, 2014, Program revenues amounted to \$551,517. While the Program is primarily funded by the State Department of Education, Office of Child Development, the Program also received funding from parent fees.</p> <p><b>Audit Considerations.</b> We will consider proper classification of revenue as contribution or exchange. We will obtain agreements for major sources of revenue and determine if management has properly classified each source an exchange or contribution. For agreements that cross the fiscal yearend, we will determine that management has recorded the transactions in the appropriate reporting period. We will evaluate management’s policies and procedures surrounding recognition and classification of revenue.</p> <p>We will review grant contracts, amendments and related laws and regulations. We will inquire of responsible officials procedures used to monitor grants, compliance requirements, audit requirements, and any restrictions, limitations, terms and conditions under which the amounts were provided. We will review correspondence from grantor agencies regarding</p>

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



Critical Audit Area	Background and Audit Considerations
	<p>noncompliance with legal and contractual provisions.</p> <p>With regards to functional reporting of expenses, we will review the City's functional allocation of expenses by obtaining an understanding of Program allocation methodology, determining whether the allocation methodology is consistently applied, performing analytical review of functional classifications, determining that the number of programs reported for program expenses is adequate based on the complexity of the Program and its activities.</p> <p>We will review select contracts and determine proper recognition of expenses. We will inquire of management policies and procedures in place for monitoring of the preschools and child development centers.</p>

**Recent GASB Pronouncements**

Listed below are the recent accounting and reporting developments and issues impacting the state and local governments relative to the recent pronouncements issued by the Government Accounting Standards Board (GASB):

GASB No. and Effectivity	Background and Audit Considerations
<p><b>GASB No. 68</b>  <i>Employer/sponsor accounting/reporting effective for periods beginning after June 15, 2014</i></p>	<p><b>Background.</b> This Standard addresses:</p> <ul style="list-style-type: none"> <li>- Changes in governmental accounting and financial reporting, principally the introduction of accrual-based government-wide financial statements.</li> <li>- A perceived need among the users of governmental financial reports for comparable information about pensions.</li> <li>- The continuing development of GASB concepts regarding what constitutes a liability and an outflow of resources.</li> </ul> <p>One of the major accounting change is a government employer will report its financial statements a net pension liability for defined benefit pension equal to the difference between the total pension liability and the value of assets set aside in a pension plan to pay benefits to current employees, retirees, and their beneficiaries.</p> <p><b>Audit Considerations.</b> We will review with Authority management on its future applicability and provide guidance on the presentation.</p>
<p><b>GASB No. 69</b>  <i>Government Combinations and Disposals of Government Operations Effective for periods beginning after December 15, 2013</i></p>	<p><b>Background.</b> The Statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations such as mergers, acquisitions, and transfers of operations.</p> <p><b>Audit Considerations.</b> We will coordinate with Authority management to determine applicability of this Statement to Authority and provide guidance on the valuation, recording and presentation of the transaction in the financial report.</p>
<p><b>GASB No. 70</b>  <i>Accounting and Financial Reporting for Nonexchange Financial Guarantees Issued in April 2013 Effective for periods beginning after June 15, 2013</i></p>	<p><b>Background.</b> This Statement requires a government that extends a nonexchange financial guarantee to recognize a liability when qualitative factors and historical data, if any, indicate that it is more likely than not that the government will be required to make a payment on the guarantee.</p> <p><b>Audit Considerations.</b> We will work with Authority management to identify its applicability to Authority and provide guidance to management on the proper valuation of the liability.</p>

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

GASB No. and Effectivity	Background and Audit Considerations
<p><b>GASB No. 71</b> <i>Pension Transition for Contributions Made Subsequent to the Measurement Date – An amendment of GASB Statement No. 68</i></p>	<p><b>Background.</b> The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, Accounting and Financial Reporting for Pensions. The issue relates to amounts associated with contributions, if any, made by a state or local government employer or nonemployer contributing entity to a defined benefit pension plan after the measurement date of the government’s beginning net pension liability.</p> <p>The requirements of this Statement will eliminate the source of a potential significant understatement of restated beginning net position and expense in the first year of implementation of Statement 68 in the accrual-basis financial statements of employers and nonemployer contributing entities.</p> <p><b>Audit Considerations.</b> We will identify guidance for Special-Purpose Governments and identify new accounting and auditing requirements related to government pensions (GASB 71).</p>

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



# VENDOR INFORMATION

R.F.P 2015-001

## EXHIBIT C VENDOR INFORMATION

2007. PROPOSERS COMPANY INFORMATION (print or type)

Company

Name: Vasquez & Company LLP

Owner / Manager Name: Gilbert R. Vasquez

Mailing Address: 801 S. Grand Avenue, Suite 400

City: Los Angeles State: CA

Zip: 90017-4646

Remit To Address (if different from PO mailing address)

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Web

Site: www.vasquezcpa.com

Phone Number: 213-873-1700

Fax Number: 213-873-1777

E-mail Address: grv@vasquezcpa.com

Incorporated? (circle one) YES or (NO) Federal Tax I.D. # or Social # 33-0700332

How many years of relevant experience within the scope of this RFP? 46 years

2007. REFERENCES

Company Name: Community Development Commission of the County of Los Angeles Contact Person: David Chang Phone: 626-943-3898	Web Site: <a href="http://www.lacdc.org">www.lacdc.org</a> e-mail address: <a href="mailto:david.chang@lacdc.org">david.chang@lacdc.org</a>
Company Name: City of Norwalk Contact Person: Jana Stuard Phone: 562-929-5700	Web Site: <a href="http://www.ci.norwalk.ca.us">www.ci.norwalk.ca.us</a> e-mail address: <a href="mailto:finance@norwalk.ca.gov">finance@norwalk.ca.gov</a>
Company Name: City of Simi Valley Contact Person: Jody Kershberg Phone: 805-583-6725	Web Site: <a href="http://www.ci.simi-valley.ca.us">www.ci.simi-valley.ca.us</a> e-mail address: <a href="mailto:jkershberg@simivalley.org">jkershberg@simivalley.org</a>

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal have been fully read, understood, and accepted in total; and that **I am a duly authorized agent for quoting purposes for the company named above.**

Gilbert R. Vasquez

Gilbert R. Vasquez  
(Print Quoting Persons Name)  
(Quoting Persons Signature)

4/8/2015  
(Date)

Managing Partner

(Title)

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# COST PROPOSAL TO R.F.P. 2015-001 PROFESSIONAL AUDITING SERVICES

## City of Moreno Valley

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

Submitted by:  
Gilbert R. Vasquez  
Managing Partner  
801 S. Grand Avenue, Suite 400  
Los Angeles, CA 90017-4646  
Tel: 213-873-1701  
Fax: 213-873-1777  
Date: 4/09/2015



801 S. Grand Avenue, Suite 400  
Los Angeles, CA 90017-4646  
Ph. (213) 873-1700  
Fax (213) 873-1777

[www.vasquezcpa.com](http://www.vasquezcpa.com)

OFFICE LOCATIONS:

Los Angeles  
Sacramento

## TRANSMITTAL LETTER

April 09, 2015

City of Moreno Valley  
Attn: City Clerk's Office  
14177 Frederick Street  
Moreno Valley, CA 92552

### RE: Request for Proposal 2015-001 for Professional Audit Services

Vasquez & Company LLP (Vasquez) is pleased to respond to the City of Moreno Valley's (City) request for proposal to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2015, with the option of extending the agreement for an additional two-year period. Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The fees are based on the assumption that unexpected circumstances will not be encountered during the audit along with the following:

**Engagement Assumptions:** The proposed fees assume the following:

1. Staff availability to answer questions within the agreed timeframe.
2. Audit fieldwork procedures conducted at a centralized location.
3. No instances of fraud that will require additional procedures.
4. Staff to prepare all financial statements/schedules.
5. All information requested provided within agreed timeframe.
6. 4 major programs subject to Single Audit Act
7. Information provided is complete and correct for the year being audited.
8. Other unforeseen events such as:
  - a. Accounting problems.
  - b. Litigation.
  - c. Changes in your business or business environment.
  - d. Contractual difficulties with suppliers, third-party service providers or clients.

The cost proposal contains all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all-inclusive maximum price contains all direct and indirect costs including all out-of-pocket expenses. Should you have any questions regarding the information contained in the proposal, please contact me at 213-873-1701.

VASQUEZ & COMPANY LLP

Gilbert R. Vasquez  
Managing Partner

Attachment: Vasquez & Company - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)







# City of Moreno Valley

*Moreno Valley, California*

R.F.P 2015-001

**Proposal to Perform  
Professional Auditing Services**

**For the Fiscal Year Ending  
June 30, 2015 through June 30, 2017  
with the Option to Extend for  
Two (2) Subsequent Years**

**April 9, 2015**

## **TECHNICAL PROPOSAL**

**Kenneth H. Pun, CPA, CGMA**  
Managing Partner  
200 East Sandpointe Avenue, Suite 600  
Santa Ana, California 92707  
**Phone:** (949) 777-8801  
**Fax:** (949) 777-8850  
**Email:** ken.pun@pungroup.com

California CPA License Number: PAR 7601  
Federal Identification Number: 46-4016990



Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



**City of Moreno Valley**  
*Proposal for Professional Auditing Services*

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Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

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April 9, 2015

**City of Moreno Valley**

Ms. Virginia Garcia  
14177 Frederick Street  
Moreno Valley, CA 92553

Dear Ms. Huang:

Please allow us to share our qualifications and proposed audit plan for the City of Moreno Valley (the "City") pursuant to your Request for Proposals for Professional Auditing Services for the fiscal years ending June 30, 2015 through June 30, 2017 with an option to extend for two (2) subsequent years. The Pun Group, LLP, *formerly known* as Pun & McGeady LLP, (the "Firm"), due to consolidation, has the knowledge and experience necessary to continuous as the City's next public accounting firm, and the work plan to ensure a smooth audit process.

This letter is an acknowledgement of the Firm's understanding of the work to be performed. **We hereby offer our commitment to perform all of the required work, complete the audit, and issue the necessary auditor's report, within the time periods outlined by the City.** We are secure in affirming our commitment because we have:

1. A lengthy legacy of serving California cities, including the City of Moreno Valley;
2. Prodigious experience serving governmental entities; and
3. An efficient, lower-cost approach to auditing that focuses on high-risk areas.

I will serve as your primary contact for contract negotiations. I am the managing partner of the Firm and have been authorized to legally bind the Firm. My contact information follows:

Name: Mr. Kenneth H. Pun, CPA, CGMA  
Position: Managing Partner  
Address: 200 East Sandpointe Avenue, Suite 600  
Santa Ana, California 92707  
Telephone: (949) 777-8801  
Email: ken.pun@pungroup.com

You may also contact the following partner, who is authorized to represent the Firm:

Name: Mr. Paul Kaymark, CPA  
Position: Partner  
Address: 200 East Sandpointe Avenue, Suite 600  
Santa Ana, California 92707  
Telephone: (949) 777-8821  
Email: paul.kaymark@pungroup.com

**City of Moreno Valley**

Ms. Virginia Garcia

Page 2

The Pun Group is the right choice for the City of Moreno Valley because we are focused on your industry.

- We have audited and consulted many California cities, including the City of Moreno Valley.
- We have assisted many clients in earning the GFOA Certificate of Achievement for Excellence in Financial Reporting.
- The depth of resources and specific government experience are substantial, we are committed to deploy these resources and experience on behalf of the City. Simply put, the City will remain one of our most important clients, and accordingly will receive the priority service it deserves.
- We are committed to performing all of the work outlined in the City's Request for Proposal within the time periods established by the City, in accordance with the City's contract terms.

Our goal for this audit is to complete the process in accordance with regulations while minimizing disruption to the City's daily operations. The Firm will:

- Develop solid familiarity with the City's operations.
- Create a detailed audit plan during initial stages of the audit.
- Maintain open communication lines between the Engagement Team and the City's Management.
- Assign duties to qualified staff members.

This method ensures that the audit process will be performed steadily, communicated clearly, and completed efficiently.

**The Firm is an Equal Opportunity Employer and complies with all Federal and State hiring requirements.**

This proposal meets the requirements of the City's Request for Proposal. This letter and the accompanying proposal represent a *firm and irrevocable offer valid for 60 days* from the date of this letter.

If you have any questions about the proposal or the Firm, please contact us. We look forward to speaking with you.

Sincerely,

The Pun Group, LLP  
Certified Public Accountants and Business Advisors



Kenneth H. Pun, CPA, CGMA  
Managing Partner

**City of Moreno Valley**  
*Proposal for Professional Auditing Services*

**Section I – Independence**

The Firm requires all employees to adhere to strict independence standards in relation to the Firm’s clients. These independence standards exceed, in many instances, the standards promulgated by the American Institute of Certified Public Accountants (AICPA).

The Firm certifies that it is independent of the City of Moreno Valley (the “City”). The Firm meets independence requirements defined by the United States Government Accountability Office’s (U.S. GAO’s) *Government Auditing Standards*, the American Institute of Certified Public Accountants (AICPA), and the California Society of Certified Public Accountants (CalCPA).

The Firm has provided professional auditing services for the past five (5) years. However, this professional relationship does not constitute a conflict of interest relative to the performance of the proposed audit

**Section II – License to Practice in California**

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO’s *Government Auditing Standards* to perform the proposed audit.



Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Section III – Firm Qualifications and Experience

The Pun Group, LLP, *formerly known as Pun & McGeedy LLP*, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. A full-service accounting firm comprises forty (40) professionals on full-time basis who provide auditing, accounting, and advisory services. **Our Partners Group has served governmental agencies since 1989**, under the umbrella of its predecessor firm, Caporicci & Larson, where all key personnel assigned provided outstanding services to governmental entities throughout California. Of the forty (40) professionals, thirty (30) of them focus in the Government Assurance Practice. The Firm has offices in Orange County, San Diego, Walnut Creek and La Quinta, California.

The combination of hands-on experience and practical knowledge of our audit professionals makes the Firm unique in the field. Our technical knowledge and thorough understanding of current regulations and issues—along with the Firm’s commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients flourish.

Our Governmental Partners Group—which include partners Kenneth H. Pun, Gary M. Caporicci, Paul J. Kaymark, Lisa B. Lombard and Jack F. Georger—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. Our more than one hundred-fifty (150) years of combined experience in the government industry have made us a trusted business partner with our clients, and we have become well-respected as one of the most socially responsible accounting firms.

In addition to annual financial audits, team members undertake special studies in financial management, accounting, cost-accounting-system analysis, internal audit services, and internal control documentation and testing. By participating in industry associations and activities, we are always up to date on the latest industry changes and the impact they will have on your operations. We will keep you and our colleagues in the Firm, fully informed of these developments. Our team is committed to bringing the full breadth and depth of our expertise to the audit of the City at an outstanding value to you.

Our *Orange County* office, located at *200 E. Sandpointe Avenue, Suite 600, Santa Ana, California 92707* will perform the requested services for the City. However, we may assign additional staff from our Walnut Creek, San Diego, or La Quinta, California offices to the engagement, at no additional cost to the City. *No subcontractors will be used.*

While many accounting firms can perform an audit, not all can build a great working relationship with their clients. The Pun Group, LLP develops lasting, personal relationships with clients. Our hands-on partner involvement and low personnel turnover will make you appreciate our firm more every day we work together.

Our Firm has:

- Extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Reports in GASB 34 format.
- Working relationship and willingness to respond to the City of Moreno Valley requirements.

#### Staff Consistency

The Firm is committed to maintaining staff continuity throughout audit engagements. While we cannot guarantee that our staff members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. We also offer benefits including retirement plans, medical plans, profit-sharing programs, and continuing education. The Firm is an equal-opportunity employer and complies with all federal and state hiring requirements. The Firm also supports affirmative-action philosophies and works hard to provide opportunities for self-enhancement to members of disadvantaged groups.

We guarantee that the partners assigned to this audit will be involved throughout the entire engagement term, and that assigned staff members will return to the City in future years if they are still with the firm. One of our primary audit concerns is staff continuity, and our hands-on partner involvement ensures that qualified and experienced professionals will perform audits efficiently and effectively every year of the engagement.



# City of Moreno Valley

## Proposal for Professional Auditing Services

**AT THE PUN GROUP, LLP WE WORK TOGETHER WITH OUR CLIENTS TO ADDRESS A VARIETY OF CHALLENGES LIKE:**

- ✓ Reporting and Compliance Requirements
- ✓ Risk and Internal Controls
- ✓ Operational Transformation
- ✓ Technology Consulting

**GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING:**

100% of our clients that have submitted their reports to the GFOA have received the Certificate of Excellence.

**UNPARALLELED PARTNERS SUPPORT:**

Hands-on partner involvement always available to address our client's needs and answer questions.

**OUR SERVICES INCLUDE:**

- ✓ Financial statement audits
- ✓ Performance audits
- ✓ Single audit (OMB Circular A-133)
- ✓ Employee benefit plan audits
- ✓ Internal controls evaluations



We understand our clients have broad and complex needs. That's the number one reason our solutions are developed to specifically address these unique needs. This is why we have such a high retention rate. Some of our clients have been with us for over a decade.

**The following is the most current list of our Assurance Clients:**

**Cities and Towns:**

- City of Arcadia
- City of Arvin
- City of Bradbury
- City of Calexico
- City of Cerritos
- City of Clovis
- City of Desert Hot Springs
- City of Encinitas
- City of Gardena
- City of Hermosa Beach
- City of Lakewood
- City of Monterey Park
- City of National City
- City of Placerville
- City of Poway
- City of Ridgecrest
- City of Stockton
- Town of Andrews
- Town of Danville

**Health Centers:**

- Alliance Medical Center
- Anderson Valley Health Center, Inc.
- Fallbrook Healthcare District
- Family Health Centers of San Diego
- Marin City Health and Wellness Center
- McCloud Healthcare District
- Redwood Coast Medical Services
- Ritter Center
- Shingletown Medical Center
- Tulare Community Health Clinic
- United Health Centers of San Joaquin Valley

**Special Districts/Others:**

- Las Virgenes Municipal Water District
- Marina Coast Water District
- Newport Coast Elementary Foundation
- Orange County Business Council
- Shanghai Jiao Tong University Foundation of America
- Southwestern Community College District
- Valley Sanitary District
- Orange County – City Hazardous Materials Emergency Response Authority
- West Valley Water District
- Palmdale Water District

**Transportation Authorities/Agencies:**

- Washington Metropolitan Area Transit Authority
- San Diego Metropolitan Transit System
- SunLine Transit Agency
- Shasta Regional Transportation Agency
- Ventura County Transportation Commission

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Most Recent External Quality Control Review

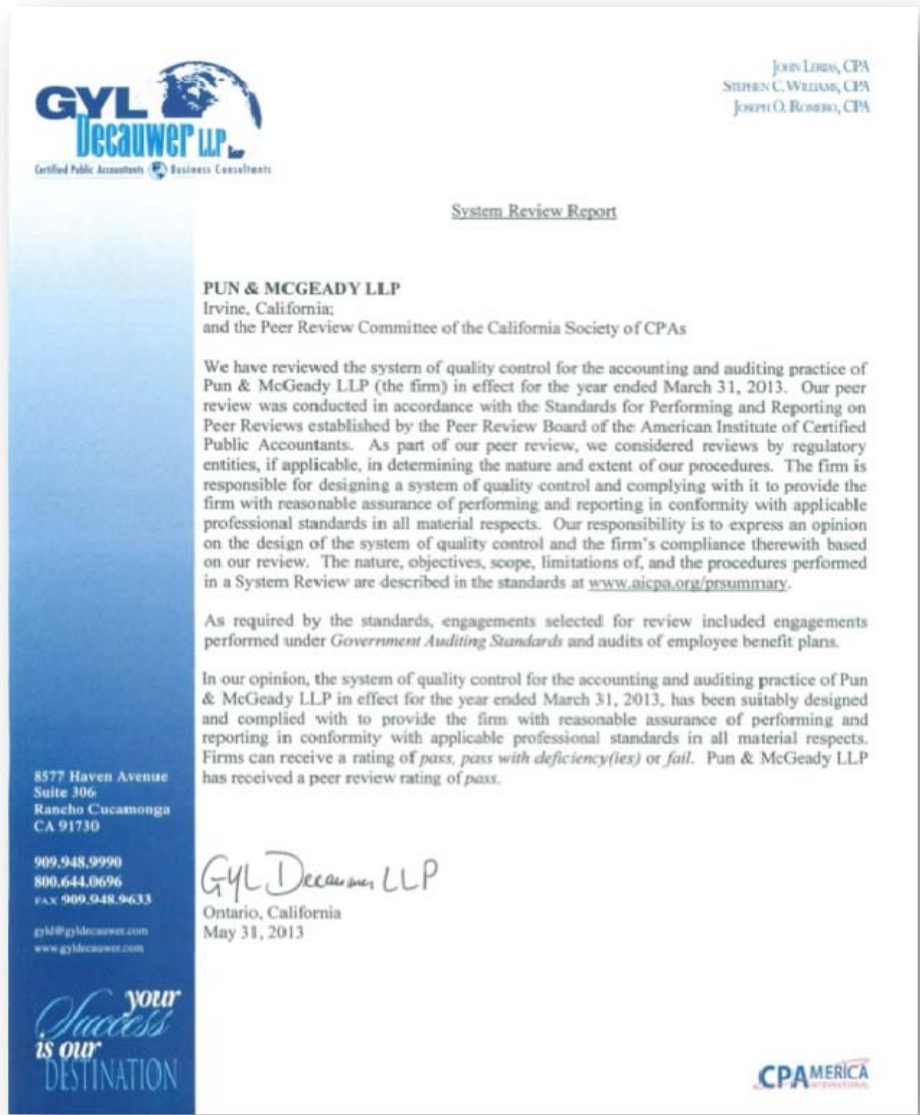
The Firm participates in the AICPA Peer Review Program, which is designed to identify weaknesses in accounting-service policies, practices, and procedures.

In 2013, an independent reviewer assessed the Firm’s quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm’s working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complies with the AICPA’s stringent standards for quality control.

A quality-control reviewer considers, among other things, a firm’s policies regarding hiring, training, supervision, delegation of responsibilities, and access to technical resources.

The reviewer determined that the Firm’s accounting and auditing work and internal quality-control system meet the AICPA’s guidelines for professional standards.

The Firm’s participation in the Peer Review Program demonstrates our commitment to quality. We also affirm our dedication to excellent client service through our voluntary memberships in the AICPA—including the AICPA’s Governmental Audit Quality Center—and CalCPA.



Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

## Proposal for Professional Auditing Services



California Society of CPAs  
1800 Gateway Dr., Ste. 200  
San Mateo, CA 94404

September 27, 2013

Kenneth Hing-Kwong Pun, CPA  
Pun & McGeady LLP  
9 Corporate Park Ste 130  
Irvine, CA 92606

Dear Mr. Pun:

It is my pleasure to notify you that on September 24, 2013 the California Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2016. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Linda McCrone, CPA  
Director, Peer Review Program

cc: John Lerias

Firm Number: 6131850      Review Number 342418



T: (650) 522-3094 | F: (650) 522-3080 | peerreview@calcpa.org

### **Federal or State Desk Review**

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

### **Disciplinary Action**

No disciplinary action has been taken by state regulatory bodies or professional organizations against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Moreno Valley.

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Section IV – Partner, Supervisory and Staff Qualifications and Experience

The Engagement Team is carefully chosen to provide the City with all services needed to successfully complete the audit. The Engagement and Concurring Partners are personally involved in the audit, and the Engagement Team has significant experience in governmental auditing. Our broad experience and technical capabilities allow us to provide technical support, interpret findings, and offer effective solutions to any issues.



The personnel assigned to this engagement are fully qualified to perform an effective and efficient audit of the City, and their extensive experience will be invaluable to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to, all GASB pronouncements, the Single Audit Act, OMB Circular A-133, and fund operations.

If the Firm changes key personnel for reasons other than those specified in the Proposal, we will provide the City with written notification and will only be changed with the express prior written permission of the City.

Other audit personnel may be changed with replacement that has substantially the same or better qualifications or experience.

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

## City of Moreno Valley

### Proposal for Professional Auditing Services

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#### **Kenneth H. Pun, CPA, CGMA** **Engagement Partner**

Ken is an assurance partner and the Partner In-Charge of Government and Not-for Profit Practice at the Firm who has over fifteen years of public accounting experience. He specializes in audits and management consulting for government organizations. Ken will act as the Engagement Partner/Project Manager directly overseeing the Engagement Team, and he will be responsible for the delivery of all services to the City of Moreno Valley. In addition, he will manage engagement planning and fieldwork, and he will review and approve the work papers and reports.

#### **Paul J. Kaymark, CPA** **Engagement Quality Control Reviewer**

Paul is an assurance partner with the Government and Not-for Profit Practice at the Firm who has over twenty-years of public accounting experience. He specializes in auditing governments and not-for-profit organizations. As an audit and accounting specialist, he provides advice and consultation regarding complex accounting matters; assists engagement teams in audit matters, and ensure that engagement performed by the Firm comply with professional standards.

#### **Gary M. Caporicci, CPA, CGFM, CFF** **GASB 68/71 Specialist**

As an assurance partner with over forty years of experience, Gary has provided financial and compliance audit and consultation services to governmental clients including cities, counties, transportation agencies, and school districts, as well as various not-for-profit entities. He provides advice and consultation regarding complex accounting matters, assists engagement teams in audit matters. Gary will be responsible in providing advice and consultation for the implementation of these new pension standards.

#### **Frances Kuo, CPA, CGMA** **Engagement Manager**

Frances will work closely with Kenneth Pun, Paul Kaymark and Gary Caporicci, directing the audit team in its daily activities. She is an assurance services/audit manager and has extensive experience auditing local government entities including cities, counties, special districts, and healthcare entities.

#### **Coley Delaney, CPA** **Compliance Manager**

Working with Frances Kuo, Coley will direct the audit team in compliance-related matters. She is an assurance services/audit manager in the Firm whose extensive auditing experience includes cities, counties, special districts, and not-for-profit entities.

#### **John K. Aurelius** **IT Specialist**

With more than 30 years experience, John has experience leading IT department, performing IT audits and business process improvement reviews, providing compliance management services, and developing and implementing scalable, business-valued, cost-efficient solutions that effectively leverage information technology. John will be responsible for the planning, testing, documentation and review of the IT environment in support of the financial audit. John will report to the audit partner.

#### **David Siris, CPA** **Supervisors**

David will direct the audit staff, coordinate with the City of Moreno Valley personnel, and implement the audit approach.

#### **Professional Staff**

All professional staff are qualified to perform financial and compliance audits of cities and other governmental agencies. This ensures that the staff quality will be consistent throughout the engagement term. Because we support both staff development and engagement continuity, we encourage senior and staff accountants to take increased responsibilities on their previous engagements as they advance professionally.

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Quality-Control System

The quality of our practice is extremely important to the Firm, as well as to our clients and the people who rely on our reports. We are meticulous about meeting professional standards, and we are careful to form professional relationships only with individuals who have strong integrity.

Our quality-control system, which is designed to meet our own elevated standards and those of the AICPA, includes the following professional-development activities:



#### Professional Development

Each Engagement Team member is up-to-date with continuing professional education requirements. The Firm encourages staff members to participate in the continuing education programs offered by the AICPA and the CalCPA Education Foundation. These classes include, among others:

- Basic Concepts of Governmental Accounting, Financial Reporting and Auditing
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: OMB Circular A-133
- Governmental and Nonprofit Annual Update
- Governmental Accounting and Auditing: The Annual Update
- Auditing Standards: A Comprehensive Review

In addition, the Firm provides comprehensive in-house training for all levels of staff. The program includes seminars developed by the Firm, educational programs developed by the AICPA and CalCPA, and on-the-job training.

Every year, all professional and administrative staff members receive an annual overview and review of topics such as these:

- Principles of accounting and financial reporting for state and local governments
- Governmental fund types
- Newly issued U.S. generally accepted auditing standards and government auditing standards
- Internal control evaluation approaches, including COSO Internal Control Framework
- Updates on recent governmental accounting and reporting guidelines and pronouncements
- Single Audit requirements and approaches
- Risk based audit approaches
- Working paper techniques
- Current issues facing the governmental community

These ongoing continuing education activities and training programs ensure the Engagement Team is highly educated, well prepared, and fully able to perform an efficient and effective audit of the City.

### Engagement Team Resumes

City of Moreno Valley deserves experienced professionals who work as a team. The Pun Group, LLP will provide qualified employees to perform the audit; no subcontractors will be used. Resumes for key Engagement Team members follow.

# City of Moreno Valley

## Proposal for Professional Auditing Services



### Kenneth H. Pun, CPA\*, CGMA Engagement Partner

Kenneth H. Pun is the Partner In-Charge of the Governmental and Not-for-Profit Practice and the Founder of The Pun Group, LLP. Prior to founding his own practice, Mr. Pun spent over twelve years with Caporicci & Larson, a specialty CPA firm recognized as one of California's foremost experts in governmental and not-for-profit accounting, auditing, and advisory services.

Ken has more than fifteen years of public-accounting experience and has achieved with a high level of expertise from successfully working with the governmental, private, and not-for-profit sectors. Clients often engage Ken because he provides premier service, commits to completing projects quickly and accurately, and introduces innovative methods of increasing operational efficiencies and reducing costs. Mr. Pun is a trusted advisor and a leader of accounting services to governmental and not-for-profit organizations.

In addition to working with clients, Ken provides the audit teams with direction and technical guidance to ensure adherence to the Firm's quality controls, and he assists with the development of the Assurance Services practice. Ken also speaks publicly on topics related to audits and quality control and shares his expertise with clients through annual educational seminars.

#### EDUCATION

BS Degree in Business Administration, emphasis in Accounting from the University of California, Riverside

#### AREAS OF EXPERTISE

Audits  
Reviews  
Federal Compliance  
Litigation Support

200 East Sandpointe Avenue,  
Suite 600  
Santa Ana, California 92707

[ken.pun@pungroup.com](mailto:ken.pun@pungroup.com)

*\*Licensed by the State of California*

#### PROFESSIONAL & CIVIC AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, CalCPA Governmental Accounting and Auditing Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Speaker, CSMFO Conference (2014)
- GFOA Certificate for Excellence in Financial Reporting – Reviewer
- Speaker, California Education Foundation Long Beach and Orange County Chapter Fall Series 2014

#### PROFESSIONAL EXPERIENCE

- City of Arcadia
- City of Calexico
- City of Cerritos
- City of Chula Vista
- City of Clovis
- Town of Danville
- City of Desert Hot Springs
- City of Fairfield
- City of Gardena
- City of Placerville
- City of Poway
- City of Stockton
- North County Transit District
- San Diego Metropolitan Transit System
- San Diego Association of Governments

#### CONTINUING PROFESSIONAL EDUCATION

- Various municipal accounting courses offered by the CalCPA Education Foundation and local universities including:
  - Governmental and Nonprofit Annual Update
  - Government Auditing Standards
  - GASB Basic Financial Statements for State and Local Governments
  - Single Audits: OMB Circular A-133
- Has met the current CPE educational requirements to perform audits of governmental agencies.

# City of Moreno Valley

## Proposal for Professional Auditing Services



### EDUCATION

BS Degree in Business Administration, emphasis in Accountancy from Cal State University Long Beach

### AREAS OF EXPERTISE

Audits  
Reviews  
Federal Compliance

200 E. Sandpointe Ave., Suite 600  
Santa Ana, California 92707

[paul.kaymark@pungroup.com](mailto:paul.kaymark@pungroup.com)

*\*Licensed by the State of California*

## Paul J. Kaymark, CPA \*

### Engagement Quality Control Reviewer

Paul J. Kaymark is an Audit Partner with the Governmental and Not-for-Profit Practice of The Pun Group, LLP. Prior to joining our firm, Mr. Kaymark spent over twenty years with KPMG, McGladrey and CZFCPA in these firms' governmental and not-for-profit audit services practice.

Mr. Kaymark has also provided significant other services to various governmental and not-for-profit entities. In these engagements, he has been involved in the strategic planning processes, design and implementation of policies and procedures manuals and operational and organizational reviews of accounting departments. He has also been involved in the implementation of performance management budgeting and planning processes, financial reviews, trend analysis, cash management practices and utility rate setting.

#### PROFESSIONAL & CIVIC AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- GFOA Certificate for Excellence in Financial Reporting – Reviewer

#### PROFESSIONAL EXPERIENCE

- Metropolitan Water District of Southern California
- San Diego County Water Authority
- Imperial Irrigation District
- Los Angeles County Sanitation District
- City of Los Angeles Department of Water & Power
- County of Los Angeles
- City of Glendale Water & Power
- City of Long Beach
- City of Pasadena
- City of South Pasadena
- City of Santa Monica
- Mojave Water Agency
- Casitas Municipal Water District
- Hi-Desert Water District
- North Marin Water District
- Palmdale Water District
- Rincon del Diablo Municipal Water District
- West Valley Water District
- Big Bear City Community Services District
- Stallion Springs Community Services District
- Monterey Regional Water Pollution Control Agency
- Oxnard Harbor District
- Various Airport, Cemetery, Fire and Park & Recreation Special Districts
- Various Not-For-Profit organizations throughout California

#### CONTINUING PROFESSIONAL EDUCATION

- Various municipal accounting courses offered by the CalCPA Education Foundation including:
  - Governmental and Nonprofit Annual Update
  - Government Auditing Standards
  - GASB Basic Financial Statements for State and Local Governments
  - Single Audits: OMB Circular A-133
- Has met the current CPE educational requirements to perform audits of governmental agencies.



# City of Moreno Valley

## Proposal for Professional Auditing Services



### Gary M. Caporicci, CPA\*, CGFM, CFF GASB 68/71 Specialist

Gary M. Caporicci has more than forty years of diversified business experience, including a specialization in audit and management consulting for government organizations. Gary's clients include public and private universities and colleges, city and county governments, state agencies, joint power authorities, healthcare agencies, transportation agencies, and special districts. Known for his expertise in the areas of construction and government, Gary wrote the AICPA audit guides on these topics, and he has authored many audit and accounting courses for professional groups, as well as academic institutions. He frequently speaks and lectures at many professional organizations, governmental seminars, and conferences held by industry associations, other accounting firms, and universities. In addition, he authors white papers for the California Committee on Municipal Accounting.

Prior to working with the Firm, Gary founded his own accounting practice. He also spent eleven years with a "Big Eight" professional services firm, where he was an Audit Manager and gained broad experience in a wide range of industries such as government, construction, manufacturing, mutual funds, and insurance. Prior to that, Gary held a consultant position with a "Big Four" practice and was Vice President of a national insurance and financial services company.

#### EDUCATION

BS Degree in Accounting and Finance  
from the Armstrong University

#### AREAS OF EXPERTISE

Audits  
Reviews  
Federal Compliance  
Litigation Support

200 East Sandpointe Avenue, Suite 600  
Santa Ana, California 92707

[gary.caporicci@pungroup.com](mailto:gary.caporicci@pungroup.com)

*\*Licensed by the State of California*

#### PROFESSIONAL & CIVIC AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Author and Instructor, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Chair and Speaker, CalCPA Governmental Accounting and Auditing State Conferences
- Member, CalCPA Council
- Chair, California Committee on Municipal Accounting (CCMA)
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Governmental Accounting Standards Board (GASB),
- Member, Deposit and Investment Risks Disclosure Task Force (GASB No. 40)
- National Reviewer and Speaker, Government Finance Officers Association
- Adjunct Professor, National University
- Past Member, Texas Governmental Accounting and Auditing Committee
- Member, State Controller's Retirement Advisory Committee
- GFOA Certificate for Excellence in Financial Reporting – Reviewer

#### CONTINUING PROFESSIONAL EDUCATION

- Author and instructor of various municipal accounting courses offered by CalCPA Education Foundation and local universities including:
  - Governmental and Nonprofit Annual Update
  - Government Auditing Standards
  - GASB Basic Financial Statements for State and Local Governments
  - Single Audits: OMB Circular A-133
- Has met the current CPE educational requirements to perform audits of governmental agencies

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

## Proposal for Professional Auditing Services



### Frances Kuo, CPA\*, CGMA Engagement Manager

Frances Kuo is a Manager in The Pun Group, LLP's Assurance division. Frances has over ten years of accounting and auditing experience working with governmental agencies, not-for-profit entities, and employee benefit plans. Frances also has particular expertise in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with OMB Circular A-133.

Frances has performed audits and other attestation services for several municipalities throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts. She has assisted these clients with publishing their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

Frances is the in-house instructor who provides training, both theoretical and on-the-job training, to lower level staff. She has developed training materials on the risk based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

#### EDUCATION

BS Degree in Business Administration, Emphasis in Accounting, from University of California, Riverside

BA Degree in Economics from University of California, Riverside

#### AREAS OF EXPERTISE

Audits  
Reviews  
Federal Compliance

200 East Sandpointe Avenue,  
Suite 600  
Santa Ana, California 92707

[frances.kuo@pungroup.com](mailto:frances.kuo@pungroup.com)

*\*Licensed by the State of California,  
Arizona and Virginia*

#### PROFESSIONAL & CIVIC AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CaICPA)
- Member, California Society of Municipal Finance Officers (CSMFO)

#### RELEVANT PROJECT EXPERIENCE

- City of Arcadia
- City of Bradbury
- City of Cerritos
- City of Desert Hot Springs
- City of Gardena
- City of Monterey Park
- City of Ridgecrest
- Conejo Recreation and Park District
- Las Virgenes Municipal Water District
- Marina Coast Water District
- Mountains Recreation and Conservation Authority
- San Diego Transit Corporation Retirement Plan
- Tulare Community Health Clinic
- San Diego Metropolitan Transit System
- San Diego Association of Governments
- Southwestern Community College District
- Valley Sanitary District

#### CONTINUING PROFESSIONAL EDUCATION

- Various municipal accounting courses offered by the AICPA, CaICPA Education Foundation and local universities including:
  - Governmental and Nonprofit Annual Update
  - Government Auditing Standards
  - GASB Basic Financial Statements for State and Local Governments
  - Single Audits: OMB Circular A-133
- Has met the current CPE educational requirements to perform audits of governmental agencies.

# City of Moreno Valley

## Proposal for Professional Auditing Services



### EDUCATION

BA Degree in Business  
Economic, Emphasis in  
Accounting, from University of  
California, Santa Barbara

### AREAS OF EXPERTISE

Audits  
Reviews  
Federal Compliance

6265 Greenwich Drive, Suite 220  
San Diego, California 92122

[coley.delaney@pungroup.com](mailto:coley.delaney@pungroup.com)

*\*Licensed by the State of California*

## Coley Delaney, CPA\*

### Compliance Manager

Coley Delaney is a Manager within The Pun Group, LLP's Assurance division. In his nine years of accounting and auditing experience, Coley has worked with governmental agencies, not-for-profit entities and private for-profit entities. Coley specializes in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with OMB Circular A-133.

Coley has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and he has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

Coley develops training materials and shares his expertise internally with other Firm professionals. Coley is a frequent speaker at in-house seminars on topics related to government auditing standards and Single Audits.

### PROFESSIONAL & CIVIC AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

### RELEVANT PROJECT EXPERIENCE

- City of Calexico
- City of Chula Vista
- City of Clovis
- City of Poway
- City of Shafter
- Fallbrook Healthcare District
- North County Transit District
- Olivenhain Municipal Water District
- San Diego Metropolitan Transit System
- San Diego Association of Governments
- San Dieguito Water District
- Southwestern Community College District
- United Health Centers of San Joaquin Valley

### CONTINUING PROFESSIONAL EDUCATION

- Various municipal accounting courses offered by the CalCPA Education Foundation and local universities including:
  - Governmental and Nonprofit Annual Update
  - Government Auditing Standards
  - GASB Basic Financial Statements for State and Local Governments
  - Single Audits: OMB Circular A-133
- Has met the current CPE educational requirements to perform audits of governmental agencies.

# City of Moreno Valley

## Proposal for Professional Auditing Services



### AREAS OF EXPERTISE

Technology  
Engineering  
Application Development  
Data Processing  
Programmer Analyst

jaurelius@528media.com

## John Aurelius

### IT Specialist

John Aurelius is the Contracted Technology Specialist. He is a well-rounded information and technology professional experienced in analysis, design, development and management in high technology manufacturing, hardware and software companies. His broad base of experience provides him the ability to understand projects and create solutions from both general and specific perspectives. He is able to manage internal projects as well as develop and manage new customer relationships. He is also a developer who has experience in a wide range of programming languages and environments.

#### EXPERIENCE HIGHLIGHTS

##### **Placer County Sheriff's Office (Law Enforcement)**

*Volunteer Service for the past 15 years*

SAR Communications Unit Leader (Search and Rescue)

Designed and supervised the construction of the Mobile Command Center encompassing video and encrypted data satellite systems with secure access to CAD with DMV, criminal history, NCIC and other services. Combined with GIS and two dispatch positions, the 14 radios communicate with local, county, state and federal government radio systems.

##### **MCS Education Services (Financial Services)**

*Chief Technology Officer*

Led a team of computer system developers and operators who were creating applications to support financial reporting requirements for over 70% of California's school districts.

##### **Aurand (Product Development Contract Services)**

*Founder and CEO – Director of Development*

Developed hardware and software systems for Voice Mail, Information on Demand, Fax on Demand, Satellite ground station control, International Callback, Web Services, Near Field Communications, Debit and Credit Card Processing, Medical Systems, Financial, Insurance and Payment Systems.

##### **Alta Research (Systems Integration)**

*Vice President of Engineering*

Responsible for hardware and software design and development of telecommunications systems for Voice Mail, and Interactive Voice Response.

##### **NEC Electronic Arrays (Semiconductor Manufacturing)**

*Management Information Systems Manager*

Interfaced with department level and executive management to lead a transition from centralized data processing to user managed distributed processing with central controls. Developed financial management systems to complement the production management systems

*Data Processing Section Head*

Responsible for total company computer operations staff including development, programming, training, documentation and data entry.

*Programmer Analyst*

Responsible for development and implementation of production and inventory management software in a semiconductor manufacturing environment. Led conversion from outside services to in-house systems

##### **IOMEC (Computer Peripheral Manufacturing)**

*Systems Supervisor*

Responsible for computer operations, user education and continuing development of production and inventory management systems using company produced computer products.

*Production Control Analyst*

Responsible for analysis of inventory and production requirements of electronic and mechanical components used in computer manufacturing.

*Programmer Analyst*

Responsible for development and implementation of inventory and production management software. Developed Material Requirements Planning (MRP) software under the direction of the Director of Materials.

# City of Moreno Valley

## Proposal for Professional Auditing Services



### EDUCATION

BS Degree in Finance from  
Cal State University Fullerton

### AREAS OF EXPERTISE

Audits  
Reviews  
Federal Compliance  
Litigation Support

200 East Sandpointe Avenue,  
Suite 600  
Santa Ana, California 92707

david.siris@pungroup.com

*\*Licensed by the State of California*

## David Siris, CPA\*

### Supervisor

David Siris is a Supervisor for The Pun Group, LLP. He has more the seven (7) years of governmental experience that ranges from GASB audit/reporting, Internal Controls/COSO Framework, and Single Audit.

David has been involved in providing significant services to various government entities and actively contributed and participated in the planning process, implementation of the audit work plan, supervision of staff, compliance testing for the Single Audit, and preparation of the Comprehensive Annual Financial Reports and other various reports.

### PROFESSIONAL & CIVIC AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

### RELEVANT PROJECT EXPERIENCE

- City of Arcadia
- California Municipal Finance Authority
- City of Cerritos
- City of Gardena
- City of Hermosa Beach
- City of Lawndale
- City of Loma Linda
- City of Lomita
- City of Redding
- City of San Clemente
- City of San Gabriel
- City of Santa Barbara
- County of Santa Cruz
- City of Santa Clarita
- City of Stockton
- United Health Centers of San Joaquin Valley

### CONTINUING PROFESSIONAL EDUCATION

- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits of governmental agencies.

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Section V – Similar Engagements with Other Government Entities

Following are some of the list the most significant engagements performed in the last five (5) years that are similar to the engagement described in this request for proposals. Please contact the following governmental agencies to learn more about their experiences working with us.

#### Reference 1:

Name of Client: City of Stockton  
 Service Period: June 30, 2012 to Present  
 Scope of Work: The Firm has provided professional auditing services to the City of Stockton which includes the audit of the City's CAFR, Single Audit, and Measure W. In addition, the firm has performed agreed-upon procedures of the Appropriation Limit.

Engagement Partners: Kenneth H. Pun  
 Total Hours: Average 2,500 hours per year  
 Principle Client Contact: Ms. Vanessa Burke  
 Chief Financial Officer  
 425 N. El Dorado Street  
 Stockton, CA 95202  
 (209) 937-7177

#### Reference 2:

Name of Client: City of Monterey Park  
 Service Period: June 30, 2009 to Present  
 Scope of Work: The Firm has provided professional auditing services to the City of Clovis which includes the audit of the City's Basic Financial Statements, Successor Agency and Single Audit. In addition, the firm has performed agreed-upon procedures of the Appropriation Limit.

Engagement Partners: Kenneth H. Pun  
 Total Hours: Average 500 hours per year  
 Principle Client Contact: Ms. Annie Yaung, CPFO  
 Controller  
 320 W. Newmark Avenue  
 Monterey Park, CA 91754  
 (626) 307-2516

#### Reference 3:

Name of Client: City of Desert Hot Springs  
 Service Period: June 30, 2013 to Present  
 Scope of Work: The Firm has provided professional auditing services to the City of Desert Hot Springs which includes the audit of the City's Basic Financial Statements, and Single Audit. In addition, the firm has performed agreed-upon procedures of the Appropriation Limit and Transient Occupancy Tax (TOT).

Engagement Partners: Kenneth H. Pun  
 Total Hours: Average 500 hours per year  
 Principle Client Contact: Ms. Linda Kelly  
 Financial Specialist  
 65-950 Pierson Blvd.  
 Desert Hot Springs, CA 92240  
 (760) 329-6411 ext. 289

## City of Moreno Valley

### Proposal for Professional Auditing Services

#### Reference 4:

Name of Client: Town of Danville  
 Service Period: June 30, 2013 to Present  
 Scope of Work: The Firm has provided professional auditing services to the Town of Danville which includes the audit of the City's CAFR, Financing Authority, the Lighting and Landscaping Assessment District's Basic Financial Statements, and Single Audit. In addition, the firm has performed agreed-upon procedures of the Appropriation Limit.

Engagement Partners: Kenneth H. Pun  
 Total Hours: Average 300 hours per year  
 Principle Client Contact: Ms. Lani Ha  
 Accounting Manager  
 510 La Gonda Way,  
 Danville, CA 94526  
 (925) 314-3358

#### Reference 4:

Name of Client: City of Clovis  
 Service Period: June 30, 2008 to Present  
 Scope of Work: The Firm has provided professional auditing services to the City of Clovis which includes the audit of the City's Basic Financial Statements, Successor Agency and Single Audit. In addition, the firm has performed agreed-upon procedures of the Appropriation Limit.

Engagement Partners: Kenneth H. Pun  
 Total Hours: Average 450 hours per year  
 Principle Client Contact: Ms. Jamie Hughson  
 Finance Director  
 1033 Fifth Street  
 Clovis, CA 93612  
 (559) 324-2104

## Other Relevant Experience

### City of Stockton

The City of Stockton filed a petition for Chapter 9 bankruptcy protection with the United States Bankruptcy Court on June 28, 2012, the largest municipality bankruptcy at the time. The Firm was engaged as audit liaison and advisor in 2012 for the City's 2011 audit. The City also engaged the Firm to help drafting the Comprehensive Annual Financial Report in accordance with U.S. GAAP and in compliance with GFOA guidelines for the certificate of achievement for excellence in financial reporting program.

With the superb services provided, the City of Stockton also engaged the Firm to provide audit service for the years ending June 30, 2012 through 2015 due to the early termination of the contract from its predecessor firm. Mr. Kenneth H. Pun has been assigned as the engagement partner who facilitated the audit process since then. The engagement team completed the audit and issued the audit reports for the year ended June 30, 2012 and 2013 within the one year timeframe.

## City of Moreno Valley

### Proposal for Professional Auditing Services

#### San Diego Metropolitan Transit System (“MTS”)

On January 1, 2003, California Senate Bill 1703 (SB 1703) became effective. SB 1703 required the consolidation of the planning and programming functions of MTS and the North County Transit District (NCTD) into the San Diego Association of Governments (SANDAG) in an initial transfer to take place prior to July 1, 2003. SB 1703 also required the consolidation of certain project development and construction functions of MTS and NCTD into SANDAG in a subsequent transfer to take place prior to January 30, 2004. The initial transfer occurred on July 1, 2003, and the subsequent transfer occurred on October 13, 2003. With these actions, employees were transferred from MTS and NCTD to SANDAG, and certain planning, development, and construction functions were also transferred.

After the enactment of SB 1703, Mr. Kenneth H. Pun was able to convert MTS financial model from general-purpose government to stand-alone business-type activities government under GASB Statement No. 34 in 2007. By doing so, MTS has significantly improved their financial reporting.

#### City of Desert Hot Springs

The City of Desert Hot Springs engaged the Firm to provide professional auditing services since June 30, 2013. During the audit, certain deficiencies were noted that the City cited as the cause of their financial hardship. The City reduced its overall workforce resulting in many positions unfilled. However, our firm was still able to complete the engagement in a timely manner and provide valuable recommendations to the City Council in addressing their deficiencies.

In addition, during the year ended June 30, 2013, the City entered into a very complicated financial arrangement, New Market Tax Credit financing, for the construction of the Desert Hot Springs Health and Wellness Center. Our firm has provided guidance to the City in addressing complex accounting issues and helped drafting the stand-alone financial statements to fulfil the addition reporting requirements under the New Market Tax Credit financing.



# City of Moreno Valley

## Proposal for Professional Auditing Services

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### Section VI – Lost Clients and Pending Litigation

The Firm has not lost any clients due to litigation and no disciplinary action has been taken by state regulatory bodies or professional organizations against the Firm or any of its partners, managers, or professionals during the past three (3) years, which is our date of inception.

Currently, the Firm has a pending litigation, *Case No. 30-2014-00722678-CU-CO-CJC*, against Marcum LLP in order to protect and enforce our rights against claims being advanced by Marcum LLP.

Except for the above stated pending litigation, the Firm has no conditions such as bankruptcy, other pending litigations, planned office closures, mergers or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Moreno Valley.

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Section VII – Specific Audit Approach

#### Understanding of the Scope

The City of Moreno Valley is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the three (3) fiscal years beginning with June 30, 2015, with the option of two (2) additional years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth in the *Government Auditing Standards*, issued by the Comptroller General of the United States and the standards set forth by the Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

To accomplish this task, the Firm will:

- ✓ Perform an audit all city funds and express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
- ✓ Render an auditors' opinion on the basic financial statements, which will include both Government-Wide Financial Statements and Fund Financial Statements Apply certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards
- ✓ Apply limited audit procedures to the Management's Discussion and Analysis and required supplementary information pertaining to the General Fund and each major fund. The Firm will apply an understanding of the method of preparation, the source and basis for the information presented, comparing for consistency to the audited data, and ascertaining that the *management's discussion and analysis* contains all of the information required by GASB 34 and does not contain information prohibited to be presented in the *management's discussion and analysis*.
- ✓ Perform financial audits for the Successor Agency to Moreno Valley.
- ✓ Perform financial audits of the City's Child Care Program
- ✓ Prepare a separate Single Audit Report, to include the following:
  - Report on compliance and on internal control over financial reporting based on audit of financial statements performed in accordance with *Government Auditing Standards*.
  - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with OMB Circular A-133, "Audits of State and Local Governments", and the Single Audit Act of 1984 (Public Law 98-502).
  - Schedule of Expenditures of Federal Awards.
  - Notes to Schedule of Expenditures of Federal Awards.
  - Schedule of Findings and Questioned Costs.
  - Any other required schedules or reports.
  - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Prepare and submit the annual report of the State Controller's Report for the City of Moreno Valley, if required.
- ✓ Prepare Agreed-upon Procedures Applied to the Appropriations Limitation (GANN Limit) report prescribed by Article XIII-B of the California Constitution
- ✓ Issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions.

Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Council of the City of Moreno Valley, City Manager, City Attorney and Chief Financial Officer.

## City of Moreno Valley

### Proposal for Professional Auditing Services

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The Firm will present and discuss annual financial statements and results of operations to the City Council.

Partners of the Firm will be available throughout the year as an information resource and to provide guidance on implementation of Government Account Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. In addition, they will assist with the implementation of new pronouncements.

#### ***Auditing Standards to be followed***

To meet the requirements of this request for proposals, the audit shall be performed in accordance with:

- ✓ Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA);
- ✓ The standards for financial audits set forth in the U.S. Government Accountability Office's Government Auditing Standards,
- ✓ The provisions of the Single Audit Act; and
- ✓ The provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
- ✓ Applicable State of California audit guidelines.

#### ***Working Paper Retention and Access to Working Papers***

The Firm will retain, at its own expense, all working papers and reports for a minimum of (7) seven years, unless the City notifies the Firm in writing of the need to extend the retention period. Upon request, the Firm will make working papers available to City of Moreno Valley or other governmental agencies included in the federal or state grant audits.

The Firm will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Proposed segmentation of the engagement

The audit will be performed in four phases:

#### **Initial Planning Meeting:**

The Engagement Partner and Manager will meet with City's Management to get up to speed with City policies and procedures, establish any specific requirements Management may have identification of unique transactions, implementation of new GASB pronouncements and develop the audit work plan for the engagement.



#### **Interim:**

The Engagement Team—including the Engagement Partner—will assess accounting policies adopted by the City, obtain an understanding of the City and its operating environment, review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal control, perform preliminary analytical procedures, evaluate Single Audit compliance (if needed), identify any audit issues, and prepare confirmation correspondence. The Engagement Team and City Management will establish expectations including responsibilities and assignments for the year-end audit, and will hold a progress status meeting at the end of the Interim phase.

#### **Year-End:**

The Engagement Team—including the Engagement Partner—will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform preliminary analytical procedures, search for unrecorded liabilities, perform substantive analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The Engagement Team and City Management will hold an exit conference at the end of the Year-End phase.

#### **Reporting:**

The Firm will review and prepare audit reports and perform quality control procedures in accordance with the Quality Control Standards issued by the AICPA. We will also review reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be issued in a letter to Management. At the City's request, the Engagement Partner, Concurring Partner, and Managers will present the audit to the City's governing body.

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal City circumstances delay the audit.

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Audit Schedule

In order to accomplish our audit objectives and meet your deadlines for delivery, the sequence and timing of our procedures are critical. Interim work is to be performed during the months of April through May (City's preference) of each year; year-end fieldwork to begin September through October of each year (City preference of Dates), concluding by the end of October, and final auditor's opinions on the financial statements and Management Letter no later than the end of November of each year or earlier per City's requirements.

Timing	Activity
April - May (schedule meeting during this period)	Conduct audit entrance conference.
During April - May each year (4-5 days scheduled during this period at the City's convenience)	Perform preliminary procedures including: transition efforts, initial control assessments, minute and contract/major agreement review, major transaction review, conduct EDP review, final controls assessment, determination of specific audit procedures, provide finance department with audit plan and listing of audit schedules required, conduct progress conference with key Finance personnel. Complete test for Federal Awards.
During September-October (1-2 weeks during this period)	Commence audit fieldwork and execute detailed audit plan, conduct progress conference with key Finance personnel. Complete Single Audit Test work.
By November 20th	Present drafts of the Annual Financial Report Opinions, Management Report, Other Letters, and conduct an exit conference.
By end of November	Final CAFR reports delivered to the City

### Level of staff and number of hours to be assigned to each proposed segment of the engagement

We understand that the City is looking for value in the professional relationship they have with their auditors. Value comes from the knowledge, experience and dedication that the auditing firm employs. We stress "employ" because all of the knowledge and expertise shown on paper will not benefit you unless it is applied. This application equates to time spent. We have developed an hours plan that we feel will accomplish the objectives of the City and meet your particular needs. We have used the information you have shared with us and our experience over the years auditing other governmental entities including cities of a similar size and nature to develop an effective and efficient plan for all major areas.

#### Total Hours:

Staff Classification Performing Work	Estimated Hours Annually
Partners	55
Managers	65
Supervisory Staff	85
Professional Staff	100
<b>Total Annual Hours:</b>	<b>305</b>

Hours by Audit Phase	Hours
Phase I - Planning	30
Phase II - Interim	115
Phase III - Year End	120
Phase IV - Reporting	40
<b>Total Annual Hours:</b>	<b>305</b>

## City of Moreno Valley

### Proposal for Professional Auditing Services

#### **Sample size and the extent to which statistical sampling is to be used in this engagement**

In our audit approach, statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. The population size and assurance level needed from any given test will determine the sample size used in our testing.

#### **Type and extent of analytical procedures to be used in the engagement**

We use analytical procedures during the interim phase to set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.

We also use trend and ratio analysis to identify any uncertain or unusual events. In order to perform these analysis, our firm performs a survey of cities and counties and develops benchmarks on certain key financial indicators, such as cost of services to tax revenues ratios, average general fund balance, capital assets, debt per capital, general fund unassigned fund balance to total general fund expenditures, etc.

Our staff members have the knowledge and experience to effectively use analytical procedures to the City's benefit.

#### **Approach to be taken to gain and document an understanding of the City's internal control structure**

Audit risk assessment will be established by an internal control review, combined with the Engagement Team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the Engagement Team to evaluate the City's systems and controls and to provide constructive feedback to City Management.

The Engagement Team will perform a walkthrough of the City's accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, and payroll and related liabilities, etc. Auditors will document the process with a flowchart or narrative summary.

#### **Approach to be taken in determining laws and regulations that will be subject to audit test work**

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and pertinent contracts—to ensure that we conduct audits in accordance with applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, Transportation Development Act, provisions of applicable grant guidelines, requirements of local measures, etc.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most transactions are tested as part of the Interim phase, we cannot determine which grants to test for the Single Audit until the Year-End phase of audit.

Our compliance audits of cash, investments, debt covenants, and other areas are performed in accordance with the California Government code, which has many provisions and regulations covering investments.

#### **Approach to be taken in drawing audit samples for purposes of tests of compliance**

To test compliance, we follow the AICPA's *Audit Sampling Considerations of Circular A-133 Compliance Audits*. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Section VIII – Identification of Anticipated Potential Audit Problems

While we do not expect any problems with the audit, we will carefully investigate and monitor the following common problem areas:

- Investments:
  - Compliance with GASB 31 and GASB 34
  - Authorization and approval process for Town investments
  - Controls to assure Town's compliance with investment limitations and types of specific investments
  - Monitoring by the Town of its investments
- Financial Reporting:
  - CAFR compliance with current reporting and disclosure requirements issued by GASB
  - CAFR eligibility for financial reporting conformance awards issued by GFOA
  - Compliance with the various GASBs in effect, especially the implementation of GASB 68 and 71 related to pension accounting
  - Compliance with infrastructure obligations and regulatory provisions
- Internal Control Structure:
  - Town's internal control functions and compliance with proper internal control philosophies
  - Computer-system processes and controls, and adequacy of the control environment

Over the period of this proposal, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to the following new and upcoming pronouncements, and any others that become effective during the proposal period, in order to determine proper implementation procedures:

- GASB 68 – Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27
- GASB 69 – Government Combinations and Disposals of Government Operations
- GASB 71 – Pension Transition for Contributions Made Subsequent to the Measuring Date

#### **GASB 68 and 71 Implementation**

Gary M. Caporicci, the *Engagement Concurring Partner*, has tremendous expertise in assisting clients with the implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*—an amendment of GASB Statement No. 68. **Clients of the Pun Group will benefit from his expertise during the entire process of implementation of these Standards throughout the engagement.**

Currently, Gary is authoring the continuing professional education courses for both the AICPA and CalCPA Society on these subject matters. Following are the highlights of his course:

**Description:** Designed to present the New Pension Standards from the Governmental Auditing Standards Board (GASB). These standards are effective for fiscal years beginning after June 15, 2014 and are applicable to all State and Local government agencies. This program will cover the following standards, as well as any updates.

- GASB No. 68, *Accounting and Financial Reporting for Pensions*.
- GASB No 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*—an amendment of GASB Statement No. 68.

#### **Objectives:**

- Understand the accounting depth and financial reporting impact of the New Pension Standards.
- Review the accounting and financial reporting of significant accounts including:
  - Total Pension Liability
  - Net Pension Liability
  - Deferred Outflows and Deferred Inflows of Resources
  - Net Fiduciary Position
  - Pension Expense
- Present and thoroughly review the audit implications and solutions for the retirement systems auditor's and the local government agencies auditor.

## City of Moreno Valley

### Proposal for Professional Auditing Services

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#### Major Topics:

- Accounting and financial reporting, including expanded Note Disclosures and Required Supplementary Information.
- Identify and explain critical dates for implementation.
- Understand and describe the actuary's role as to key dates and actuarial information.

#### Client Training Seminar

Also, **every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues.** The day-long session—held in Clovis, San Diego, Cerritos, and Danville—qualifies for **eight hours of CPE** with the California Board of Accountancy.

Participants in the most recent training seminar received a high-level examination of numerous technical issues, including the following:

- New and anticipated Pronouncements issued by Governmental Accounting Standards Board (GASB) and future issues under consideration by GASB.
- Fraud in Government.
- Current Development in Marijuana Dispensaries and Related Internal Control Concerns.
- What you need to know, as an auditee, for your 2014 Single Audits, including the OMB Circular A-133 Compliance Supplement.
- **Discussion of GASB Statements No. 67 and 68, “Accounting and Financial Reporting for Pension Plans”.**
- Overview of the Survey of Cities and Counties.

**Importantly, all of our clients are invited to attend to the Pun Group seminar FREE OF CHARGE.**



## City of Moreno Valley

### Proposal for Professional Auditing Services

#### **Benefits of Choosing The Pun Group, LLP**

The Pun Group, LLP is known for its professionalism, integrity, and ability to guide clients through their unique challenges. Firm policy emphasizes providing personalized client service, so our carefully chosen engagement teams are led by an experienced partner who is directly involved in the work. This philosophy allows us to provide a superior level of service.

We trust that this proposal has given you the information you need about the Firm, the Engagement Team members, overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Moreno Valley and providing you with the excellent level of service that you expect and deserve.

#### **Thank You**

Thank you for giving us the opportunity to introduce the Firm and submit our qualifications to provide you with audit services. Please direct inquiries to:

Mr. Kenneth H. Pun, CPA, CGMA  
 Managing Partner  
 200 E. Sandpointe Avenue, Suite 600  
 Santa Ana, California 92707  
 ken.pun@pungroup.com  
 (949) 777-8801

Sincerely,



The Pun Group, LLP  
 Certified Public Accountants and Business Advisors

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## ***APPENDIX***

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- ✓ Non-Collusion Affidavit (Exhibit B)
- ✓ Vendor Information (Exhibit C)
- ✓ Proof of Insurance



**City of Moreno Valley**  
Proposal for Professional Auditing Services

R.F.P 2015-001

**EXHIBIT C**  
**VENDOR INFORMATION**

2007. PROPOSERS COMPANY INFORMATION (print or type)

Company

Name: The Pun Group, LLP

Owner / Manager Name:

Kenneth H. Pun

Mailing Address:

200 East Sandpointe Avenue, Suite 600

City: Santa Ana State: CA

Zip: 92707

Remit To Address (if different from PO mailing address)

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Web

Site: www.pungroup.com

Phone Number:

(949) 777-8801

Fax Number:

(949) 777-8850

E-mail Address:

ken.pun@pungroup.com

Incorporated? (circle one) YES or **(NO)** Federal Tax I.D. # or Social #

Federal Identification Number: 46-4016990

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

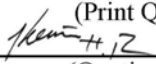
Proposal for Professional Auditing Services

How many years of relevant experience within the scope of this RFP? 26 years

2007. REFERENCES

Company Name: City of Stockton Contact Person: Ms. Vanessa Burke Phone: (209) 937-7177	Web Site: <a href="http://www.stocktongov.com/">http://www.stocktongov.com/</a> e-mail address: Vanessa.Burke@stocktongov.com
Company Name: City of Monterey Park Contact Person: Ms. Annie Yaung Phone (626) 307-2516	Web Site: <a href="http://www.montereypark.ca.gov/">http://www.montereypark.ca.gov/</a> e-mail address: ayaung@montereypark.ca.gov
Company Name: City of Desert Hot Springs Contact Person: Ms. Linda Kelly Phone: (760) 329-6411 ext. 289	Web Site: <a href="http://www.cityofdhs.org/">http://www.cityofdhs.org/</a> e-mail address: lkelly@cityofdhs.org

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal have been fully read, understood, and accepted in total; and that **I am a duly authorized agent for quoting purposes for the company named above.**

\_\_\_\_\_  
Kenneth H. Pun  
(Print Quoting Persons Name)  
  
\_\_\_\_\_  
(Quoting Persons Signature)  
\_\_\_\_\_  
Managing partner  
(Title)

(Date)

April 9, 2015

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)









# City of Moreno Valley

*Moreno Valley, California*

R.F.P 2015-001

**Proposal to Perform  
Professional Auditing Services**

**For the Fiscal Year Ending  
June 30, 2015 through June 30, 2017  
with the Option to Extend for  
Two (2) Subsequent Years**

**April 9, 2015**

## **COST PROPOSAL**

**Kenneth H. Pun, CPA, CGMA**  
Managing Partner

200 East Sandpointe Avenue, Suite 600  
Santa Ana, California 92707

**Phone:** (949) 777-8801

**Fax:** (949) 777-8850

**Email:** ken.pun@pungroup.com

California CPA License Number: PAR 7601  
Federal Identification Number: 46-4016990



Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)



# City of Moreno Valley

## Proposal for Professional Auditing Services

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### TABLE OF CONTENTS

Certification .....	1
Total All-Inclusive Maximum Price .....	1
Rates by Partner, Specialist, Supervisor and Staff Level Time Hours Anticipated for Each .....	2
Rates for Additional Professional Services .....	2
Manner of Payment .....	3

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

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# City of Moreno Valley

## Proposal for Professional Auditing Services

### Certification

We are committed to the performance of a high quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, both partners will provide advice and consultation as needed, at no additional cost to the City of Moreno Valley.

**Name of Firm:** The Pun Group, LLP  
 Certified Public Accountants and Business Advisors  
 200 East Sandpointe Avenue, Suite 600  
 Santa Ana, California 92707

**Certification:** Kenneth H. Pun is entitled to represent the Firm, empowered to submit the bid, and authorized to sign a contract with the City of Moreno Valley.

### Total All-Inclusive Maximum Price

Following are our total "not-to-exceed" fees for each of the first three (3) years of the engagement (FY2014-2015, FY2015-2016, and 2016-2017) and the Option Years (FY2017-2018 and FY2018-2019), per City's request:

#### AUDIT WORK MULTYEAR COST PROPOSAL

Services	Engagement Contract Years			Optional years	
	2014/15	2015/16	2016/17	2017/18	2018/19
City Audit and Related Reports	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
GANN Limit Review Report	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
CSD Audit and Special Reports	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Child Care Grant Audit and Related Reports	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Single Audit Reports	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
<b>Total for Fiscal Year (not-to-exceed)</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>
	Optional				
State Controller's Report (City and CSD)	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500

\*Based on the information provided by the City of Moreno Valley and our understanding of the engagement, if the City is subject to the Single Audit Act in accordance with *OMB Circular A-133*. The Single Audit fees are based on (2) two major programs. If the City of Moreno Valley applies for additional funding subsequent to the preparation of this proposal, the fee to audit additional major programs will be \$2,500 each. The number of programs determined to be "major" will be based on *OMB Circular A-133*. The Engagement Team will discuss this with the City's Management before starting Single Audit work.

Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Cost Proposal and Certification for Professional Auditing Services Proposal

Below is detailed information regarding the estimated number of hours and rates to be dedicated to the City's engagement, delineated by staffing level.

#### SCHEDULE OF FEES AND SERVICES FOR THE AUDIT OF THE 2014-15 FINANCIAL STATEMENTS

	# of Hours	Hourly Rate	Total Cost
Partner	55	\$ 175	\$ 9,625
Manager	65	\$ 150	\$ 9,750
Senior Auditor	85	\$ 125	\$ 10,625
Staff Auditor	100	\$ 100	\$ 10,000
Clerical	N/A	N/A	N/A
Sub-total	305		\$ 40,000
Out of Pocket Expenses	-	-	-
Total all-inclusive maximum price for 2014-15 audit	305		40,000

#### Rates for Additional Professional Service

The Firm's policy is to maintain flexible billing rates in order to meet the needs of clients and help them control costs. In the interest of continuing our long-term relationship, we will **absorb all costs** required to familiarize ourselves with the operations and accounting systems, as well as, travel, typing, clerical and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Moreno Valley. These **costs** will also be **absorbed** by the Firm.

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the City shall discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the same rates set forth on the schedule of fees and expenses included in the above cost proposal.

Below is the schedule of billing rates for supplemental services:

	Hourly Rate
Partner	\$ 175
Manager	\$ 150
Senior Auditor	\$ 125
Staff Auditor	\$ 100
Clerical	N/A

# City of Moreno Valley

## Proposal for Professional Auditing Services

### Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the City of Moreno Valley, at the rates outlined in this proposal, in three stages: at the conclusion of the interim phase, at the conclusion of the Year-End phase, and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
For Planning	10%
For Interim work	40%
For year end work	40%
At Presentation and Acceptance of Final Reports	10%
Total	100%



Attachment: The Pun Group - Proposal (1404 : AWARD CONTRACT FOR PROFESSIONAL AUDITING SERVICES)





## Report to City Council

---

**TO:** Mayor and City Council  
 Mayor and City Council Acting in its Capacity as Chairman  
 and Commissioners of the Moreno Valley Housing Authority  
 (HA)

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** May 26, 2015

**TITLE:** THIRD QUARTER BUDGET REVIEW AND APPROVAL OF  
 THE REVISED OPERATING BUDGET FOR FISCAL YEAR  
 2014/15

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Receive and file the third quarter budget summary.
2. Adopt Resolution No. 2015-36. A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating Budgets for Fiscal Year 2014/15.
3. Approve the amendments to the Position Control Roster. Specific positions are discussed within this staff report.
4. Approve the Management Aide job classification.

#### **Recommendations: That the Housing Authority:**

1. Acting in its capacity as the Chairman and Commissioners of the Moreno Valley Housing Authority, adopt Resolution No. HA 2015-02. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2014/15.

### **SUMMARY**

On June 11, 2013, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2013/14 – 2014/15. The budget included all component units of the City, including the General Fund, Community Services District and Successor Agency. During the two-year budget period, the City Council will be apprised of the City's financial condition through the process of First Quarter, Mid-Year and Third Quarter Budget Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

In March, staff presented a Mid-Year Review of the first six months of FY 2014/15. This report will provide a FY 2014/15 Third Quarter Review for the first nine months of FY 2014/15, July through March. The Third Quarter budget review will focus primarily on the City's General Fund. The General Fund represents the greatest impacts as well as most budget adjustments that are necessary for the remainder of the year. This review will also present nine-month operational results from other key funds. This Third Quarter report, and the recommended actions, represents those changes currently identified to complete FY 2014/15.

The goal and direction regarding the fiscal status of City operations remains unchanged, "Maintain a Balanced General Fund Budget" based on the City Council's direction. Changes were considered where necessary to adjust for expenditure needs that could not be absorbed within current approved appropriations and to correct some one-time and technical requirements in some funds. This report identifies the budget adjustments as recommended.

## **DISCUSSION**

This Third Quarter report updates the Mayor and City Council regarding current year financial trends and provides the opportunity for the City Council to review the recommended actions as they relate to revenues and expenditures. Based on economic activity and revenue collections through March 2015, staff is not anticipating that total revenues will produce any significant increases over the amounts originally budgeted. Although there are some increases noted by revised estimates, there are offsetting adjustments that negate some of these impacts. The increase to the General Fund revenues is \$648,334 to approx. \$85.7 million as presented on Exhibit A.

The FY 2014/15 General Fund expenditures budget, as currently amended, totals approximately \$84.7 million. The recommended Third Quarter budget changes decrease expenditures by \$68,478 to \$84.6 million. The fund continues to be balanced, without the use of fund balance. The majority of the recommended expenditure increases are represented by increased costs estimated for Non-Departmental. The specific budget adjustments for the General Fund are summarized in Exhibit A attached to the City Council Resolution recommended for approval.

The Third Quarter adjustments also contain position control changes that are requested to better align workloads and operational efficiencies. The cost impact of these changes is neutral. The changes to the position control roster are detailed below.

### General Fund Revenue Update

Revenue receipts do not follow an even schedule. Although 75% of the fiscal year has elapsed, based on historic trends revenues are estimated to be at approximately 62% of the budgeted amount. Actual revenues received are currently 61% of budget. Revenue amounts continue to be, for the most part, stable. Although there will be variances in some of the amounts budgeted, the total is expected to remain within 1% of the amended budget for the year. Total General Fund revenue is estimated to be approx. \$85.7 million.

### General Fund Expenditure Update

Although not all expenditures follow a straight-line spending pattern, operating expenditures should track close to within 75% of budget for the year at the end of the first nine months. As of March 31, 2015 total General Fund expenditures were at 70%. This pace is within expectations for most activities in the General Fund.

### Position Control Actions

The Position Control Roster as amended by the City Council serves as an important internal control tool for City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded approved positions. Position Control addresses career authorized positions and does not include temporary positions. As a result of operational changes some positions are being requested to be adjusted based on current and projected demands for those positions.

Staff recommends updating the Position Control Roster to reflect the reclassification of the current Sr. Financial Analyst (C25) position into two new positions: Accountant II (C24) and Management Aide (C18). This adjustment will allow for increased services and focused efforts, without any additional funding request.

The following table provides a summary of all position changes:

<u>Department / Position Title</u>		<u>FY</u> <u>2014/15</u>
<u>Financial &amp; Management Services</u>		
Sr. Financial Analyst	FT	(1)
Accountant II	FT	1
Management Aide	PT	1
<b>Total</b>		<b>1</b>

### SUMMARIES OF OTHER MAJOR FUNDS

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

### Energy Efficiency Fund (Fund 2017)

There is a budget adjustment recommended for the third quarter to increase transfers out by \$45,856 to the Facilities Maintenance fund primarily to replace current exterior lighting with energy efficient lighting at four City buildings: Corporate Yard, Cottonwood Golf Center, Senior Center, and the Library.

### Warner Ranch Assessment District and Vinewood Assessment (Funds 3451 and 4011)

The two assessment districts acted as financing mechanisms for the funding of improvements within the districts. The repayment of the liens has occurred and the accounting for these districts is no longer required. The proposed actions would remove any budget amounts currently reflected.

### Facilities Maintenance (Fund 7310)

Based on current needs, Facilities is requesting funding for the replacement and repair of roofs at the Community Recreation Center and the Public Safety Building. Additionally, the heating ventilation and air conditioning (HVAC) systems at the Cottonwood Golf Center and the Library are currently in need of repair or replacement. The maintenance for the Library is essential as the building act as one of the designated cooling centers within the City. The funding for these improvement will be met through existing reserved fund balance and the use of one-time settlement revenues.

### Equipment Replacement Fund (Fund 7510)

Staff is recommending the use of \$274,835 of designated replacement funds for additional police equipment replacement and additional camera installations and repairs.

### Compensated Absences (Fund 7610)

Staff is requesting a transfer in the amount of \$500,000 to fund compensated absences and to reduce the level of unfunded liabilities.

This Third Quarter report updates the Mayor and Council regarding current year financial trends and provides the opportunity for the City Council to review the recommended actions as they relate to revenues and expenditures. Based on economic activity and revenue collections through March 2015, staff is not anticipating that total revenues will produce any significant increases over the amounts originally budgeted.

The goal and direction regarding the fiscal status of City operations remain unchanged, "Maintain a Balanced General Fund Budget" based on the City Council's direction. Changes were considered where necessary to adjust for expenditure needs that could not be absorbed within current approved appropriations and to correct some one-time and technical requirements in some funds. This report identifies the budget adjustments as recommended by the City Manager. With these proposed amendments, the General Fund shall remain structurally balanced.

## **ALTERNATIVES**

1. Approve proposed resolution approving the Revised Operating Budget for the City of Moreno Valley for FY 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution; and
2. Approve the amendments to the Position Control Roster. Specific positions are discussed within this staff report; and
3. Approve the Management Aide job classification and recruitment; and
4. Approve proposed resolution approving the Revised Operating Budget for the Moreno Valley Housing Authority for FY 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.
5. Not Approve Alternatives 1-4 to amend the FY 2014/15 Operating Budget. This action may restrict the ability for the City to meet certain service and financial obligations.

## **FISCAL IMPACT**

The fiscal impacts are identified within the proposed Resolutions.

## **NOTIFICATION**

Publication of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Marshall Eyerman  
Financial Resources Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer/City Treasurer

Concurred By:  
Michelle Dawson  
City Manager

## **CITY COUNCIL GOALS**

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

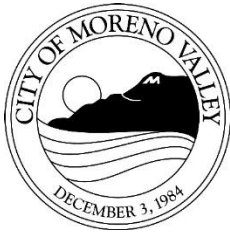
## **ATTACHMENTS**

1. Quarterly Financial Report - Third Quarter FY 2014/15
2. Resolution 2015-36\_City Council

- 3. Resolution 2015-02\_HA
- 4. Exhibit A\_Recommended General Fund Budget Changes
- 5. Exhibit B\_Recommended Non General Fund Budget Changes v2
- 6. Management Aide Class Specification
- 7. Third Quarter FY 2014/15 - Presentation

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/15 2:48 PM
City Attorney Approval	<u>✓ Approved</u>	5/20/15 5:54 PM
City Manager Approval	<u>✓ Approved</u>	5/21/15 10:13 AM



# City of Moreno Valley

## Fiscal Year 2014/15 Operating Budget

### Third Quarter Financial Summary

**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**DATE:** May 26, 2015

#### INTRODUCTION

On June 11, 2013, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2013/14 – 2014/15. During the two-year budget period the City Council will be apprised of the City's financial condition through the process of First Quarter and Mid-Year Budget Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

This report provides a review of the unaudited financial results for FY 2014/15 through the first nine months of the fiscal year. (July 2014 – March 2015, 75% of the fiscal year). The third quarter historical trends for this time period indicate that the City should receive approx. 60% of revenues and 75% of expenditures.

#### CITYWIDE OPERATING EXPENDITURE SUMMARY

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

**Table 1. Citywide Expenditures**

Fund/Component Unit	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
General Fund	\$ 84,728,454	\$ 59,210,202	69.9%
Community Services District	23,422,529	15,427,035	65.9%
Successor Agency	6,895,406	\$ 3,896,650	56.5%
Housing Fund	125,000	8,611	6.9%
Special Revenue Funds	61,648,843	\$ 21,571,874	35.0%
Capital Projects Funds	43,230,720	15,370,437	35.6%
Electric Utility Funds	27,104,028	\$ 19,599,512	72.3%
Internal Service Funds	23,466,064	10,546,055	44.9%
Debt Service Funds	56,361,043	\$ 54,693,085	97.0%
<b>Total</b>	<b>\$ 326,982,087</b>	<b>\$ 200,323,463</b>	<b>61.3%</b>

\* Debt Service Funds reflect activities for the 2014 refunding of the 2005 Lease Revenue Bonds.

Actions taken by the City Council subsequent to the June 11, 2013 adoption of the two-year budget have resulted in some important service level enhancements. The significant amendments approved and included in the FY 2014/15 Amended Budget are:

- On October 28, 2014, the City Council approved the FY 2014/15 first quarter budget adjustments which included approx. \$16.5 million in increased expenditures and \$38.9 million in increased revenues. The expenditure items reflected carryovers from the prior fiscal year and new expenditures with offsetting revenues.
- On March 24, 2015, the City Council approved the FY 2014/15 mid-year budget adjustments which included approx. \$735,600 in increased expenditures and \$347,000 in increased revenues. The expenditure items reflected various operational adjustments through the first half of the fiscal year and new expenditures with offsetting revenues.
- Throughout the fiscal year there are also budget amendments to reflect the acceptance of grants and adjustments to contractual services and material/supplies. The individual amendments are reviewed as part of separate City Council agenda items.

The majority of this third quarter update will focus on the General Fund, as it supports all basic services provided to City residents. Highlights for other key component funds will be discussed at a summary level as well.



## GENERAL FUND OPERATING

Table 2. General Fund Operations

	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
<b>Revenues:</b>			
Taxes:			
Property Tax	\$ 11,083,551	\$ 6,711,376	54.9%
Property Tax in-lieu	14,912,136	7,568,877	
Utility Users Tax	15,912,000	11,211,005	70.5%
Sales Tax	17,638,770	9,145,552	51.8%
Other Taxes	8,266,100	5,761,509	69.7%
Licenses & Permits	1,519,200	1,770,380	116.5%
Intergovernmental	240,000	297,589	124.0%
Charges for Services	9,235,333	6,461,888	70.0%
Use of Money & Property	3,509,325	844,461	24.1%
Fines & Forfeitures	606,500	370,055	61.0%
Miscellaneous	281,400	669,526	237.9%
<b>Total Revenues</b>	<b>\$ 83,204,315</b>	<b>\$ 50,812,218</b>	<b>61.1%</b>
<b>Expenditures:</b>			
Personnel Services	15,612,586	11,188,605	71.7%
Contractual Services	56,303,259	38,754,666	68.8%
Material & Supplies	2,462,967	747,808	30.4%
General Government	-	-	-
Debt Service	-	-	-
Fixed Charges	6,587,474	5,783,193	87.8%
Fixed Assets	99,398	2,596	2.6%
<b>Total Expenditures</b>	<b>\$ 81,065,684</b>	<b>\$ 56,476,867</b>	<b>69.7%</b>
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	2,138,631	(5,664,649)	
<b>Transfers:</b>			
Transfers In	1,863,482	742,201	39.8%
Transfers Out	3,662,770	2,733,335	74.6%
<b>Net Transfers</b>	<b>\$ (1,799,288)</b>	<b>\$ (1,991,134)</b>	
Total Revenues & Transfers In	85,067,797	51,554,419	60.6%
Total Expenditures & Transfers Out	84,728,454	59,210,202	69.9%
<b>Net Change of Fund Balance</b>	<b>\$ 339,343</b>	<b>\$ (7,655,783)</b>	

(1) Based on historical averages, Total Revenues & Transfers In are anticipated to be 60%

(2) With nine months recorded for the Fiscal Year, Total Expenditures are anticipated to be 75%

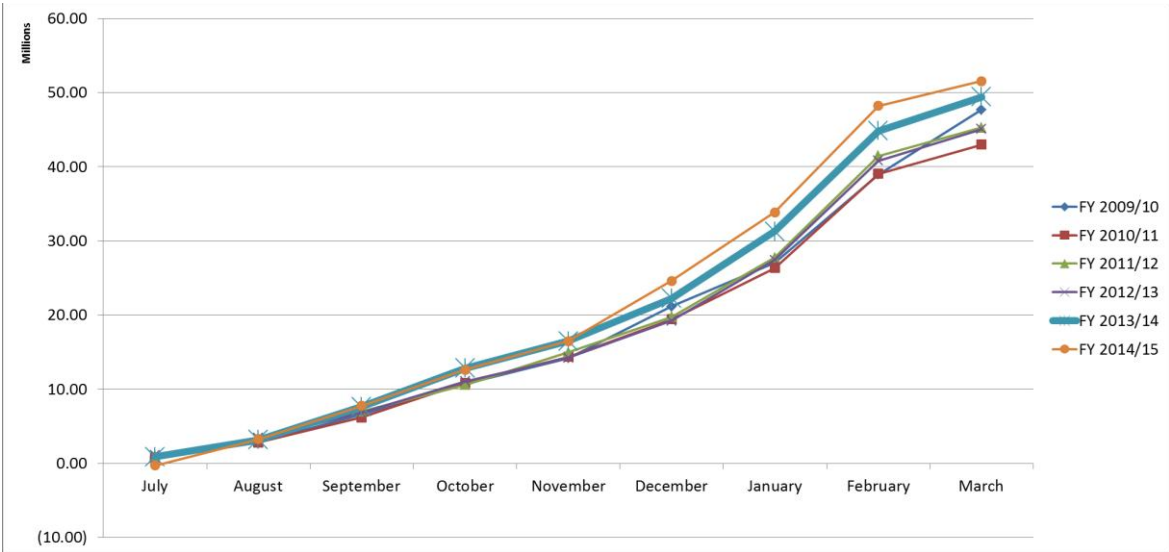
**General Fund Operating Revenues**

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

**Table 3. General Fund Revenues**

	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
<b>Revenues:</b>			
<b>Taxes:</b>			
Property Tax	\$ 11,083,551	\$ 6,711,376	54.9%
Property Tax in-lieu	14,912,136	7,568,877	
Utility Users Tax	15,912,000	11,211,005	70.5%
Sales Tax	17,638,770	9,145,552	51.8%
Other Taxes	8,266,100	5,761,509	69.7%
Licenses & Permits	1,519,200	1,770,380	116.5%
Intergovernmental	240,000	297,589	124.0%
Charges for Services	9,235,333	6,461,888	70.0%
Use of Money & Property	3,509,325	844,461	24.1%
Fines & Forfeitures	606,500	370,055	61.0%
Miscellaneous	281,400	669,526	237.9%
<b>Total Revenues</b>	<b>\$ 83,204,315</b>	<b>\$ 50,812,218</b>	<b>61.1%</b>

**Chart 1. General Fund Revenue Trends  
(6 Year Trend Through March)**



Attachment: Quarterly Financial Report - Third Quarter FY 2014/15 (1474 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE

**Property Taxes/Property Taxes In-Lieu**

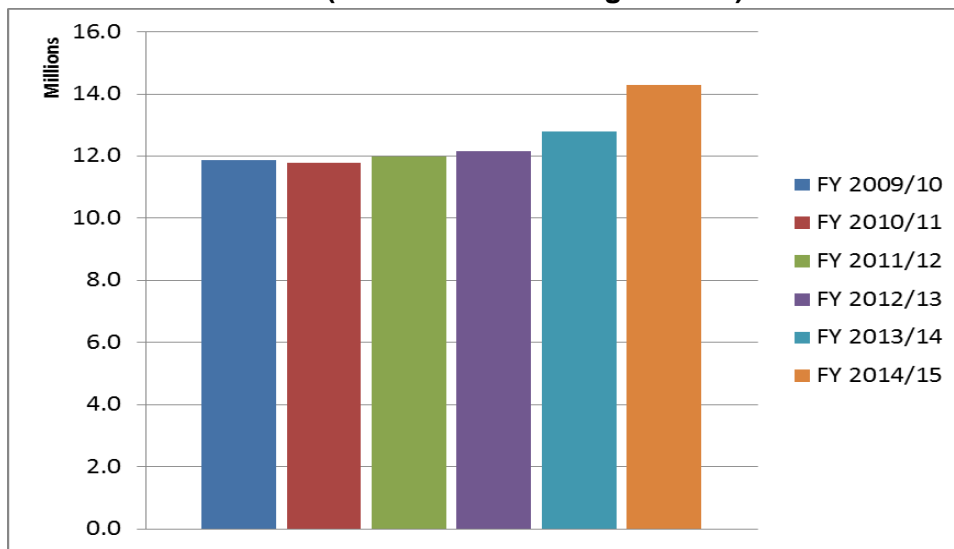
Property taxes were budgeted to increase by 10.7% from the FY 2013/14 Amended Budget. The annual schedule of property tax payments from the County of Riverside will provide payments to the City based on the following estimated schedule:

Secured Property Tax Payment Dates

Settlement 1	January 19-23, 2015
Settlement 2	May 18-22, 2015
Settlement 3	August 3-7, 2015
Teeter Settlement	October 19-23, 2015

Based on historical averages of actual receipts, the City is estimated to receive 52% of the budgeted property tax revenue through the third quarter. The City has currently received 55% through the third quarter. Property taxes will continue to be monitored as property valuations may adjust through the year based on property sales and assessment appeals filed with the County.

**Chart 2. General Fund Revenue Trend – Property Taxes/Property Taxes In-Lieu (6 Year Trend Through March)**

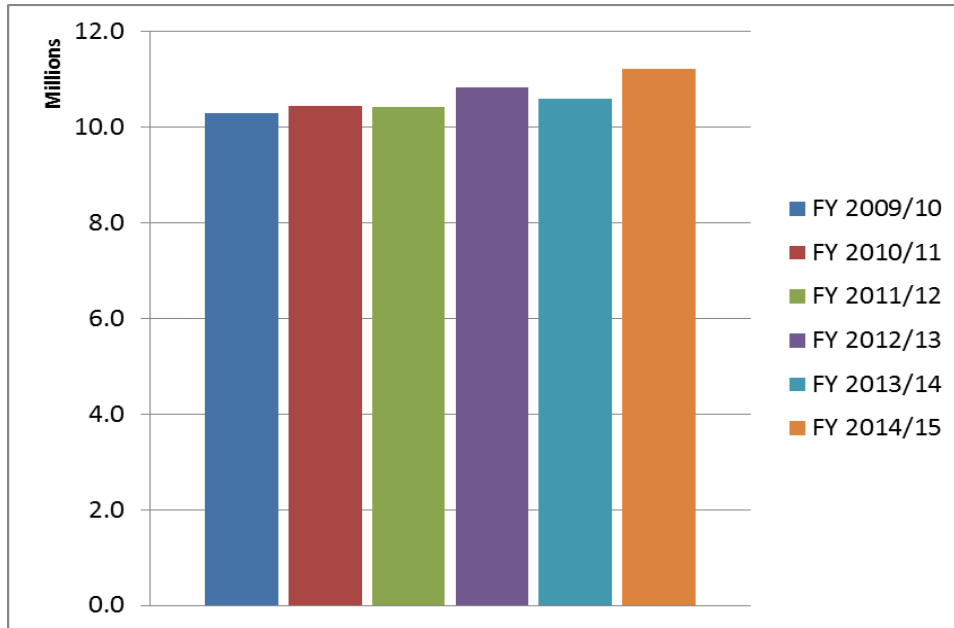


**Utility Users Tax**

Utility Users taxes were budgeted to decrease 1.3% from the FY 2013/14 Amended Budget. This reduction is primarily due to competitive forces within the communications markets. Both the wireless and wired markets experienced downturns year over year. Based on our discussions with utility tax experts, there are a couple of causes for this trend. First is competition and bundling practices within the market as more small players continue to join the market. Second is the migration of customers from contract plans to prepaid plans. Currently there is no method within the State to capture UUT related to prepaid wireless plans. There is currently legislation in Sacramento trying to address this and close that gap.

Based on historical averages of actual receipts, the City is estimated to receive 66% of the budgeted utility users tax revenue through the third quarter. The City has currently received 70% through the third quarter.

**Chart 3. General Fund Revenue Trend – Utility Users Taxes  
(6 Year Trend Through March)**

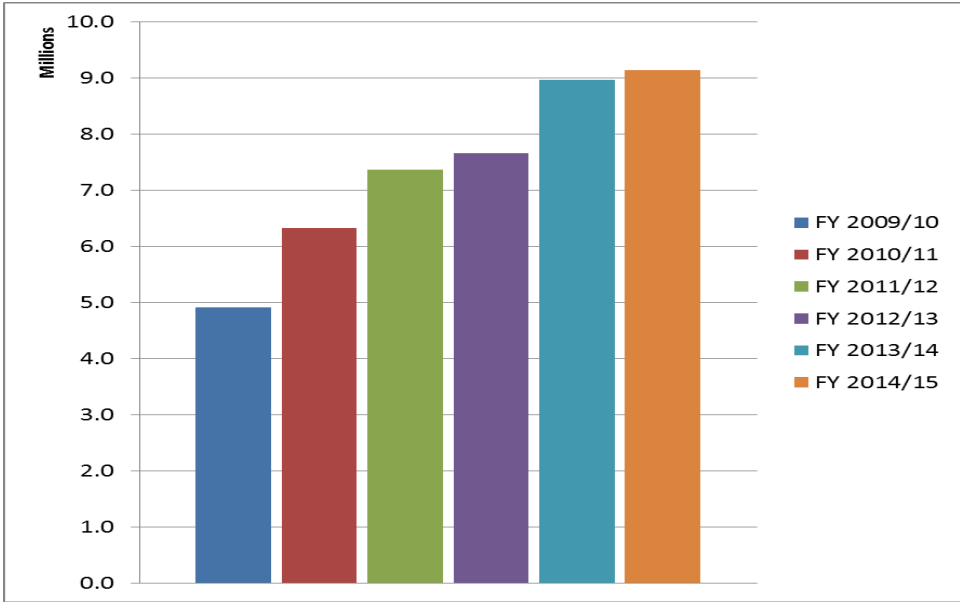


**Sales Taxes**

Based on the recovering economy and new businesses that began operating in the City, the FY 2014/15 sales tax budget was increased by 13.3%. Sales tax receipts will need to be continually monitored through the year to determine if current trends begin to plateau or begin to decrease.

Based on historical averages of actual receipts, the City is estimated to receive 56% of the budgeted sales tax revenue through the third quarter. The City has currently received 52% through the third quarter.

**Chart 4. General Fund Revenue Trend – Sales Taxes  
(6 Year Trend Through March)**

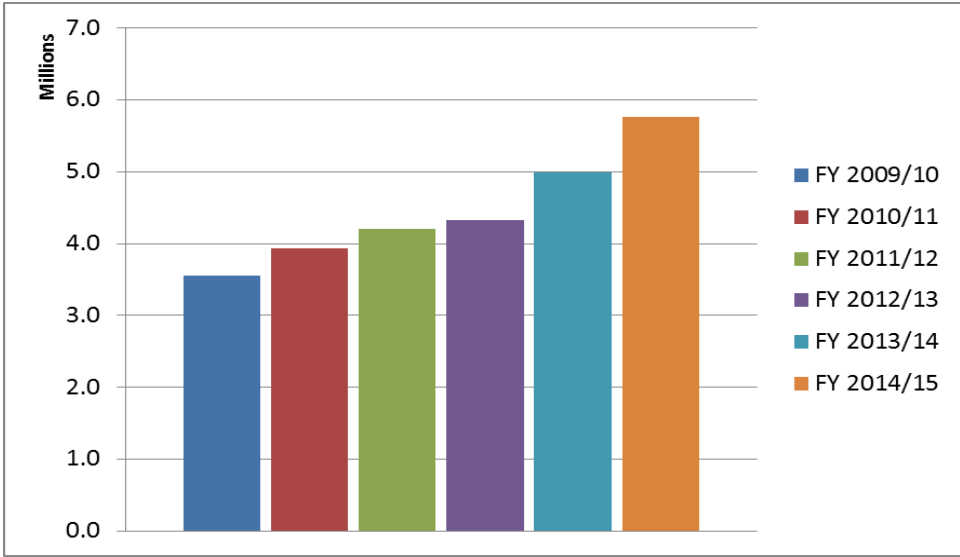


**Other Taxes**

Other taxes are primarily composed of Business Gross Receipts, Transient Occupancy Tax, Documentary Transfer Tax, and Franchise Fees. Collectively, other taxes were budgeted to increase 3.8% from the FY 2013/14 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 57% of the budgeted Other Taxes revenue through the third quarter. The City has currently received 69% through the third quarter.

**Chart 5. General Fund Revenue Trend – Other Taxes  
(6 Year Trend Through March)**

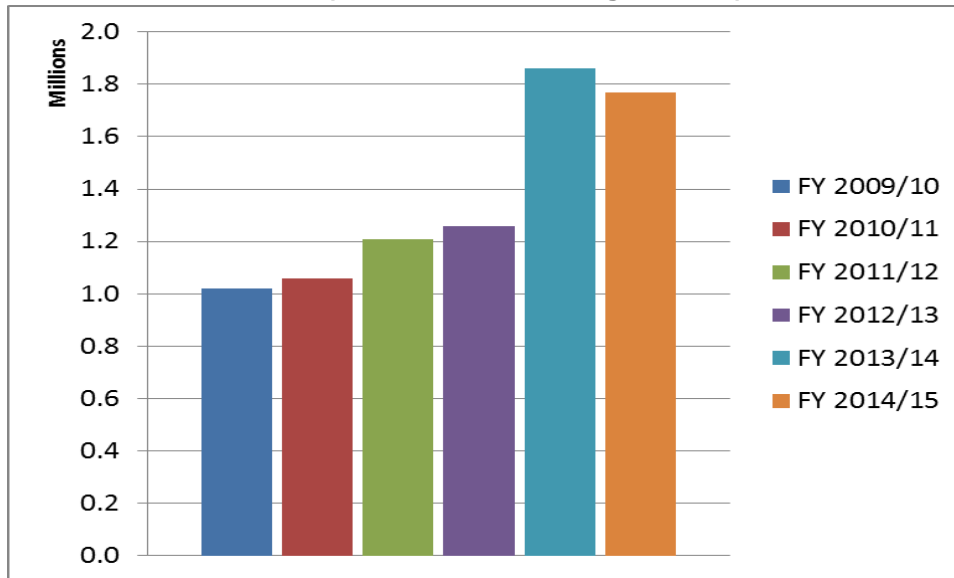


**Licenses & Permits**

Licenses & Permits are primarily composed of Business and Animal Licenses, along with Building, Electrical, Mechanical, Plumbing and other permits. Collectively, Licenses & Permits were budgeted to decrease 13.9% from the FY 2013/14 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 84% of the budgeted Licenses & Permits revenue through the third quarter. The City has currently received 116% through the third quarter.

**Chart 6. General Fund Revenue Trend – Licenses & Permits (6 Year Trend Through March)**

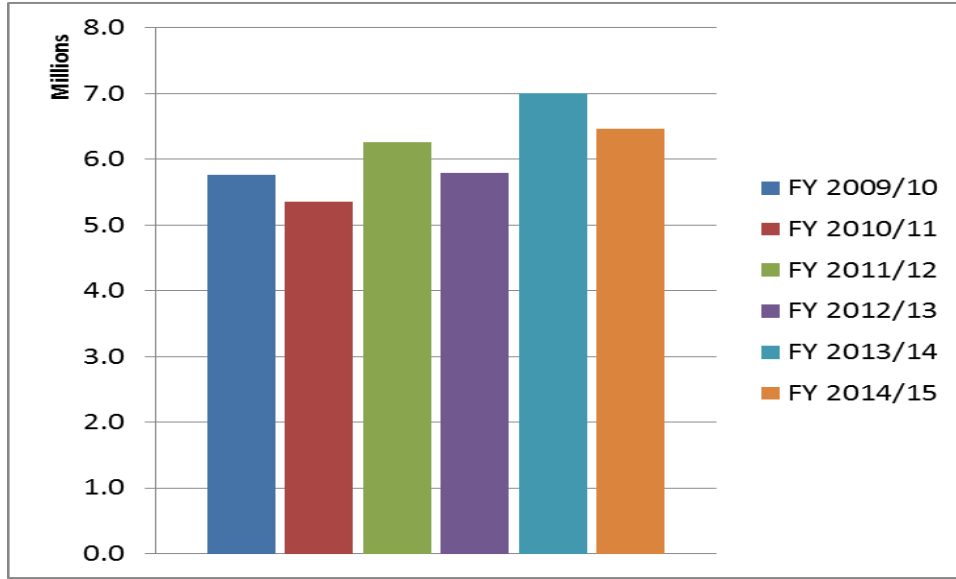


**Charges for Services**

Charges for Services are primarily composed of Plan Check Fees, Inspection Fees, Administrative Charges to other funds, and Parking Control Fines. Collectively, Charges for Services were budgeted to increase 0.1% from the FY 2013/14 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 70% of the budgeted Charges for Services revenue through the third quarter. The City has currently received 70% through the third quarter.

**Chart 7. General Fund Revenue Trend – Charges for Services  
(6 Year Trend Through March)**



***Use of Money and Property***

Investment income continues to remain low due to extremely low rates of return for fixed income investments. Currently, the Two-year Treasury Note is yielding only 0.56%. Through professional money management firms, the City’s two portfolio managers are achieving yields between 1.07% and 1.37% with average durations between 2.05 and 2.61 years. This is a very low rate of return compared to historical experience, but is indicative of how investment income is performing everywhere.

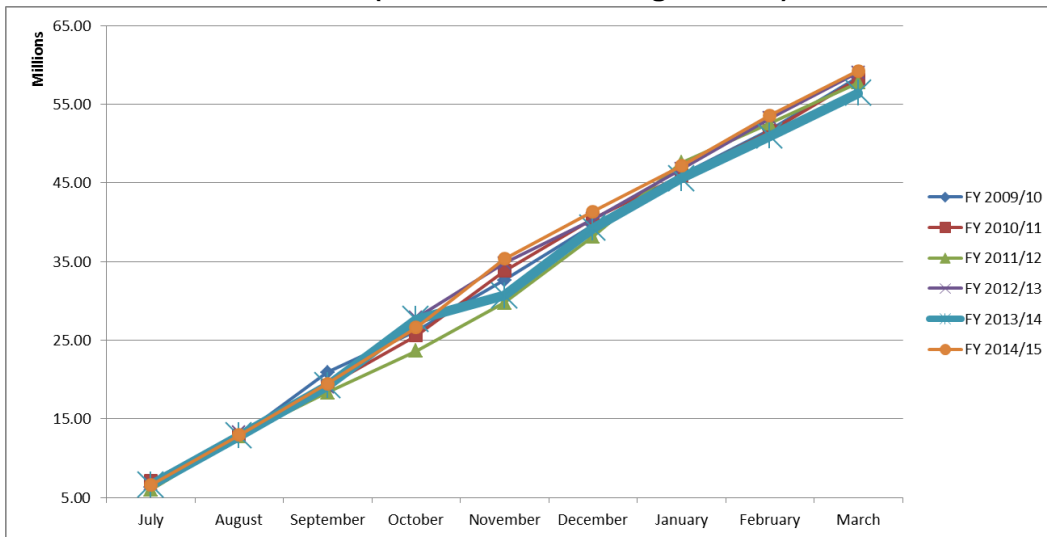
***General Fund Expenditures***

Expenditures are being spent in-line with prior year expenditures: although the following table does identify an overall reduction due to the expense reductions adopted as part of the FY 2014/15 budget.

**Table 4. General Fund Expenditures**

Department	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
City Council	\$ 668,537	\$ 476,744	71.3%
City Clerk	662,185	548,958	82.9%
City Manager	1,888,861	1,280,931	67.8%
City Attorney	854,863	513,349	60.1%
Community & Economic Development	6,034,012	4,111,360	68.1%
Financial & Management Services	3,522,999	2,219,979	63.0%
Administrative Services	3,998,099	2,740,151	68.5%
Public Works	4,724,247	3,042,182	64.4%
Non-Departmental	4,558,088	4,332,565	95.1%
<b>Non-Public Safety Subtotal</b>	<b>26,911,891</b>	<b>19,266,219</b>	<b>71.6%</b>
<b>Public Safety</b>			
Police	39,450,849	27,625,091	70.0%
Fire	18,365,714	12,318,893	67.1%
<b>Public Safety Subtotal</b>	<b>57,816,563</b>	<b>39,943,983</b>	<b>69.1%</b>
<b>Total</b>	<b>\$ 84,728,454</b>	<b>\$ 59,210,202</b>	

**Chart 8. General Fund Expense Trends  
(6 Year Trend Through March)**



**CONTINUED CHALLENGES AND ITEMS OF NOTE**

Preserving a balanced City budget over the next several years will require the same level of vigilance and strategic planning which produced the budget. While focusing significant energy



to attract and retain local businesses, the City will also contend with fiscal pressures associated with:

- A General Fund subsidy for street lights of approximately \$1 million annually, along with the impacts of future SCE rate increases;
- Continued cost increases levied by the County for contract law enforcement services;
- Projected cost increases for contract Fire protection;
- Anticipated pension cost increases, exacerbated by revisions to CalPERS rate methodology which had previously smoothed rate increases over longer periods;
- The General Fund's obligation to guarantee debt service payments on the police and fire facilities;
- Reinstating the employee merit increases and the funding of accrued leave balances;
- The restoration of funding for deferred infrastructure maintenance and vehicle replacements during the fiscal downturn.

The City Council's resolve as demonstrated during the budget cycle, along with engaged managers throughout the City organization and a collaborative relationship with our employees should continue to serve us well to successfully address these challenges ahead.

## OTHER KEY FUNDS

The following summaries describe other major funds in the City.

### ***Moreno Valley Community Services District***

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

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

**Table 5. CSD Operations****Community Services District**

	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
<b>Revenues:</b>			
Taxes:			
Property Tax	\$ 3,884,148	\$ 2,323,129	59.8%
Other Taxes	6,358,616	3,329,167	52.4%
Charges for Services	5,824,562	3,318,949	57.0%
Use of Money & Property	646,351	527,843	81.7%
Fines & Forfeitures	50,000	25,598	51.2%
Miscellaneous	20,100	15,825	78.7%
Transfers In	5,857,894	5,022,197	85.7% (1)
<b>Total Revenues</b>	<b>22,641,671</b>	<b>14,562,709</b>	<b>64.3%</b>
<b>Expenditures:</b>			
Library Services Fund (5010)	\$ 1,753,611	\$ 1,321,362	75.4%
Zone A Parks Fund (5011)	9,072,057	5,986,085	66.0%
Zone A Parks - Restricted Assets Fund (5211)	345,626	-	0.0%
CFD No. 1 (5113)	1,648,707	926,955	56.2%
LMD 2014-01 Street Lighting Fund (5012)	1,627,780	1,008,972	62.0%
LMD 2014-02 Landscape Fund (5014)	2,404,405	1,173,576	48.8%
CFD 2014-01	5,700	1,060	18.6%
Zone C Arterial Street Lighting Fund (5110)	960,571	593,503	61.8%
Zone D Standard Landscaping Fund (5111)	1,238,148	629,700	50.9%
Zone E Extensive Landscaping Fund (5013)	3,986,975	3,604,583	90.4% (1)
Zone M Median Fund (5112)	283,194	147,105	51.9%
Zone S (5114)	95,755	34,136	35.6%
<b>Total Expenditures</b>	<b>23,422,529</b>	<b>15,427,035</b>	<b>65.9%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (780,858)</b>	<b>\$ (864,326)</b>	

(1) Includes a one time transfer of \$3.5 million from Zone E (Fund 5013) to LMD 2014-02 (Fund 5014)

**Community Services District Zone A – Parks & Community Services**

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

**Table 6. CSD Zone A Operations**  
**Community Services District - Zone A**

	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
<b>Revenues:</b>			
Taxes:			
Property Tax	\$ 2,022,318	\$ 1,198,709	59.3%
Other Taxes	4,900,000	2,581,240	52.7%
Charges for Services	1,045,507	757,147	72.4%
Use of Money & Property	616,300	469,542	76.2%
Miscellaneous	18,100	8,230	45.5%
Transfers In	639,762	230,625	36.0%
<b>Total Revenues</b>	<b>9,241,987</b>	<b>5,245,493</b>	<b>56.8%</b>
<b>Expenditures:</b>			
35010 Parks & Comm Svcs - Admin	\$ 793,006	\$ 351,488	44.3%
35210 Park Maintenance - General	3,111,955	1,929,480	62.0%
35211 Contract Park Maintenance	452,292	182,602	40.4%
35212 Park Ranger Program	367,233	286,598	78.0%
35213 Golf Course Program	375,414	210,020	55.9%
35214 Parks Projects	188,421	135,104	71.7%
35310 Senior Program	612,483	411,839	67.2%
35311 Community Services	177,887	132,443	74.5%
35312 Community Events	224,384	75,731	33.8%
35313 Conf & Rec Cntr	584,054	362,637	62.1%
35314 Conf & Rec Cntr - Banquet	349,077	246,201	70.5%
35315 Recreation Programs	1,304,736	862,612	66.1%
35317 July 4th Celebration	152,414	84,560	55.5%
35318 Sports Programs	384,345	-	0.0%
35319 Towngate Community Center	40,335	-	0.0%
95011 Non-Dept Zone A Parks	299,647	287,034	95.8%
<b>Total Expenditures</b>	<b>9,417,683</b>	<b>5,558,349</b>	<b>59.0%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (175,696)</b>	<b>\$ (312,856)</b>	

### **Electric Utility**

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to provide reliable electric service to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 5,600 customers. As it reaches fiscal and operational maturity, MVU will continue to be a key component of the City's economic development strategy. The City Council has established special tiered economic development rates for large electric utility commercial customers based upon factors such as the number of jobs created.

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

**Table 7. MVU Operations**

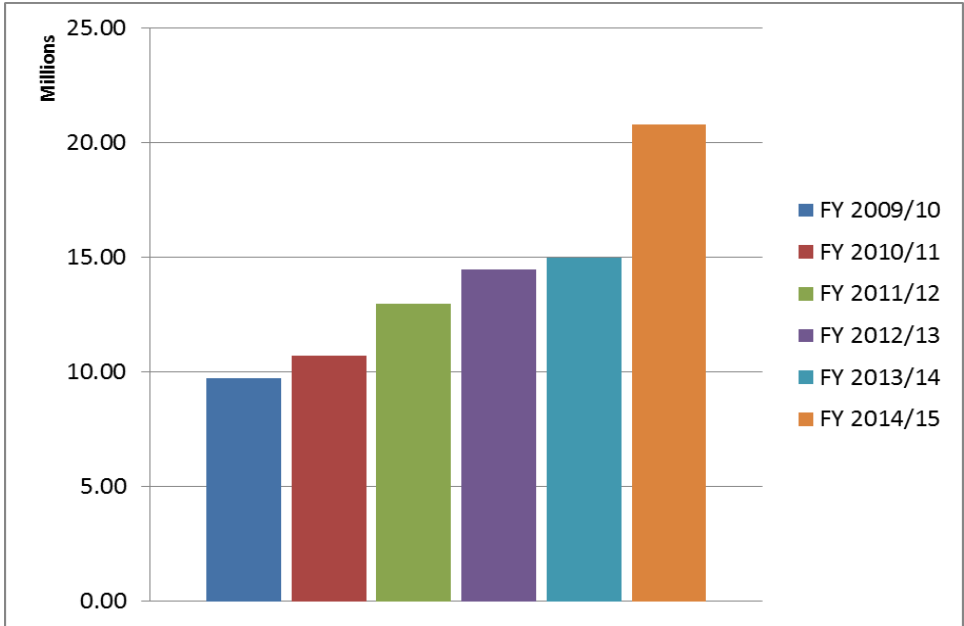
	FY 2014/15 Amended Budget	Actuals as of 3/31/2015 (unaudited)	% of Amended Budget
<b>Revenues:</b>			
Charges for Services	\$ 25,644,058	\$ 20,681,624	80.6%
Use of Money & Property	80,500	58,235	72.3%
Miscellaneous	121,878	62,148	51.0%
<b>Total Revenues</b>	<b>25,846,436</b>	<b>20,802,007</b>	<b>80.5%</b>
<b>Expenditures:</b>			
45510 Electric Utility - General	\$ 17,259,233	\$ 11,723,819	67.9%
45511 Public Purpose Program	2,868,789	1,789,554	62.4%
45520 2007 Taxable Lease Rev Bonds	1,830,995	666,498	36.4%
45530 2005 Lease Revenue Bonds	3,167,159	3,167,003	100.0% (1)
80005 CIP - Electric Utility	1,791,748	2,142,618	119.6%
96010 Non-Dept Electric	-	8,021	
96031 Non-Dept 2013 Refunding 2005 LRB	131,104	102,000	77.8%
96032 Non-Dept 2014 Refunding 2005 LRB	55,000	-	0.0%
<b>Total Expenditures</b>	<b>27,104,028</b>	<b>19,599,512</b>	<b>72.3%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (1,257,592)</b>	<b>\$ 1,202,495</b>	

(1) Reflect activities for the 2014 refunding of the 2005 Lease Revenue Bonds.

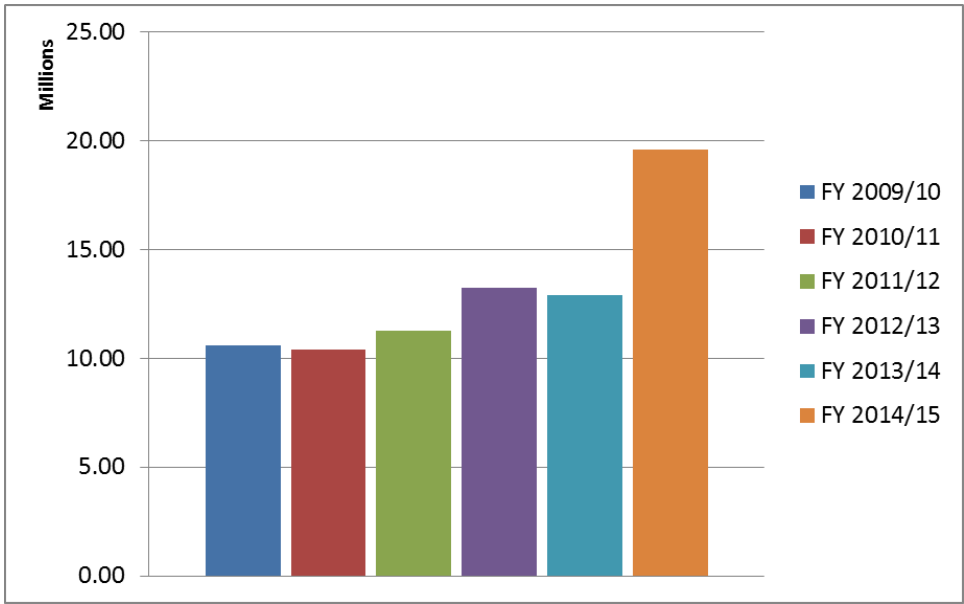
MVU's revenues and expenses will fluctuate annually based on energy demands. Future projections are based on the comprehensive cost of service studies, which examine the impacts of:

- The cost of power supply
- State mandated targets for renewable energy purchases and greenhouse gas emission reductions
- Demand fluctuations
- Solar generation
- Energy efficiency programs

**Chart 9. MVU Revenue Trends  
(6 Year Trend Through March)**



**Chart 10. MVU Expense Trends  
(6 Year Trend Through March)**



**SUMMARY**

The City of Moreno Valley is on the path toward recovery following the Great Recession; unlike most other cities in this region, our FY 2014/15 Adopted Budget was fully balanced without the use of reserves.

Although the City has experienced positive results in some areas through FY 2013/14 and through FY 2014/15 to date, the City should remain cautiously optimistic as we proceed through the fiscal year.

As positive fund balances begin to grow, we will bring back to the City Council for discussion options to address the other challenges and unfunded liabilities, as well as examining the reserve fund balances held by the City.

## RESOLUTION NO. 2015-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING BUDGETS FOR FISCAL YEAR 2014/15

WHEREAS, the City Council approved the Operating Budget for the City for Fiscal Year 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating Budgets for the City for Fiscal Year 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

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

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

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

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

1. The Proposed Amendments to the Operating Budgets, as shown on Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating Budgets of the City of Moreno Valley for the Fiscal Year 2014/15.
2. The Proposed Amendments to Position Control included within the staff report which shall amend the Position Control Roster on file in the Office of the City Clerk and as may have been amended by the City Council, is hereby adopted as part of the Approved Position Control of the City of Moreno Valley for the Fiscal Year 2014/15.
3. The amounts of proposed expenditures, which may include the uses of fund

1  
Resolution No. 2015-36  
Date Adopted: May 26, 2015

balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

- 4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

APPROVED AND ADOPTED this 26<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Resolution No. 2015-36<sup>2</sup>  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-36\_City Council [Revision 2] (1474 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED



**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2015-36  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-36\_City Council [Revision 2] (1474 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED

## RESOLUTION NO. HA 2015-02

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2014/15

WHEREAS, the Chairman and Commissioners of the Moreno Valley Housing Authority approved the Operating Budget for the City for Fiscal Year 2014/15, a copy of which, as may have been amended by the Commissioners, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority proposed amendments to the Operating Budget for the Authority for Fiscal Year 2014/15, a copy of which, as may have been amended by the Housing Authority's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said proposed amendments to the Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services; and

WHEREAS, the Chairman and Commissioners have made such revisions to the proposed amended Operating Budget as so desired; and

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

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

1. The proposed amendments to the Operating Budget, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Chairman and Commissioners, is hereby approved and adopted as the annual Operating Budget of the Moreno Valley Housing Authority for the Fiscal Year 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the

1

Resolution No. HA 2015-02  
Date Adopted: May 26, 2015

various budget programs and units for said fiscal year.

- 3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

APPROVED AND ADOPTED this 26th day of May, 2015.

---

Mayor of the City of Moreno Valley,  
Acting in the capacity of Chairman of the  
Moreno Valley Housing Authority

ATTEST:

---

City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Housing Authority

APPROVED AS TO FORM:

---

City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Housing Authority

Attachment: Resolution 2015-02\_HA [Revision 2] (1474 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2015-02 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 26th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. HA 2015-02  
Date Adopted: May 26, 2015

**Exhibit A  
FY 2014/15 Recommended General Fund Budget Changes**

**REVENUES**

	<b>FY 2014/15 Amended Budget Amount</b>	<b>Proposed Adjustments</b>	<b>Explanation</b>	<b>FY 2014/15 Revised Budget Amount</b>
	\$ 85,067,797	\$ 373,504	County property tax settlement	\$ 85,441,301
		274,830	Transfer in from equipment replacement fund	
	<b>\$ 85,067,797</b>	<b>\$ 648,334</b>		<b>\$ 85,716,131</b>

**EXPENDITURES**

<b>Department</b>	<b>FY 2014/15 Amended Budget Amount</b>	<b>Proposed Adjustments</b>	<b>Explanation</b>	<b>FY 2014/15 Revised Budget Amount</b>
City Council	\$ 668,537	\$ -	N/A	\$ 668,537
City Clerk	662,185	-	N/A	662,185
City Manager	1,888,861	-	N/A	1,888,861
City Attorney	854,863	-	N/A	854,863
Community & Economic Development	6,034,012	-	N/A	6,034,012
Finance & Management Services	3,522,999	87,000	Purchase/replacement of public safety cameras	3,609,999
Administrative Services	3,998,099	33,188	Correcting adjustment	4,031,287
Public Works	4,724,247	-	N/A	4,724,247
Non-Departmental	4,558,088	373,504	Transfer to Fund 7310 for facilities repairs	4,799,792
		118,200	Transfer to Fund 3005 for completion of Sunnymead Fire Station 48 improvements	
		(750,000)	Increase to vacancy factor based on year end projections	
		500,000	Transfer to Fund 7610 to fund compensated absences liability	
<b>Non-Public Safety Subtotal</b>	<b>\$ 26,911,891</b>	<b>\$ 361,892</b>		<b>\$ 27,273,783</b>
Public Safety				
Police	39,450,849	187,830	Equipment purchases - public safety cameras	39,138,679
		(500,000)	Increase to vacancy factor based on year end projections	
Fire	18,365,714	(118,200)	Increase to vacancy factor based on year end projections	18,247,514
<b>Public Safety Sub-Total</b>	<b>\$ 57,816,563</b>	<b>\$ (430,370)</b>		<b>\$ 57,386,193</b>
<b>TOTAL</b>	<b>\$ 84,728,454</b>	<b>\$ (68,478)</b>		<b>\$ 84,659,976</b>

Attachment: Exhibit A\_Recommended General Fund Budget Changes [Revision 2] (1474 : THIRD QUARTER BUDGET REVIEW AND

**Exhibit B**  
**FY 2014/15 Recommended Non General Fund Budget Changes**

<b>Fund/Name</b>	<b>FY 2014/15 Amended Budget</b>	<b>Proposed Adjustment</b>	<b>Description</b>	<b>FY 2014/15 Revised 3RD QTR Budget</b>
<b>2006 SPEC DIST ADMIN</b>				
Revenue	\$ 928,966	(116,163)	Loan repayment from MVU	\$ 812,803
<b>2017 ENERGY EFFICIENCY REVOLVING FUND</b>				
Expenses	\$ -	45,856	Transfer Out for replacement of exterior lighting	\$ 45,856
<b>2507 NEIGHBORHOOD STABILIZATION PROG</b>				
Expenses	\$ 5,700,000	4,379	Adjustment from Housing Authority	\$ 5,704,379
<b>3002 PW GENERAL CAPITAL PROJECTS</b>				
Revenue	\$ 2,465,520	(12,100)	Reduced revenues from Warner Ranch AD	\$ 2,453,420
<b>3005 FIRE SERVICES CAPITAL</b>				
Revenue	\$ -	118,200	Transfer In - Fire Station 48 (Sunnymead Ranch) remodel	\$ 118,200
Expenses	669,496	118,200	Fire Station 48 (Sunnymead Ranch) remodel	787,696
<b>3451 WARNER RANCH ASDST</b>				
Expenses	\$ 13,674	(13,674)	Assessment district completed. Close out accounts	-
<b>4011 ASSMT DIST 98-1 DEBT SERVICE</b>				
Revenue	\$ 2,800	(2,800)	Assessment district completed. Close out accounts	\$ -
Expenses	2,800	(2,800)	Assessment district completed. Close out accounts	-
<b>6010 ELECTRIC</b>				
Expenses	\$ 19,295,322	(147,632)	Loan repayment to Special Districts and Successor Agency	\$ 19,147,690
<b>7310 FACILITIES MAINTENANCE</b>				
Revenue	\$ 4,530,351	419,360	Transfer In from Funds 2017 & 1010 to repair roofs, HVAC and external lighting at City facilities.	\$ 4,949,711
Expenses	4,464,808	820,856	Roof replacement at CRC & PSB, HVAC repairs at Golf Course and Library, and exterior lighting projects.	5,285,664
<b>7510 EQUIPT REPLACEMENT RESERVE</b>				
Revenue	\$ 1,746,502	228,383	Adjusting budget to match revenues	\$ 1,974,885
Expenses	3,847,634	274,830	Transfer out for the for police equipment/cameras.	4,122,464
<b>7610 COMPENSATED ABSENCES</b>				
Revenue	\$ 644,462	500,000	Additional contribution to begin to fund unfunded liability.	\$ 1,144,462
<b>8884 HOUSING AUTHORITY</b>				
Revenue	\$ 97,000	4,379	Adjustment to NSP	\$ 101,379

Attachment: Exhibit B\_Recommended Non General Fund Budget Changes v2 [Revision 1] (1474 : THIRD QUARTER BUDGET REVIEW AND

City of Moreno Valley

Date Council Approved \_\_\_\_\_

Date Effective \_\_\_\_\_

**CLASS SPECIFICATION**  
**Management Aide**

**GENERAL PURPOSE**

Under general supervision, performs assigned routine administrative, financial, and statistical work in support of City and departmental activities, functions and programs; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

Management Aide perform paraprofessional analytical and routine management support work assignments or assist others in performing more difficult analytical work in support of department functions, programs, goals and objectives.

Management Aide is distinguished from Management Assistant in that incumbents in the latter class perform more difficult research assignments involving gathering and interpretation of data from multiple sources on issues of significant impact and importance, while exercising sound judgment in formulating study approach and analytical techniques necessary to achieve expected study results.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs research and analysis on administrative, fiscal and operational matters as directed; prepares reports to summarize findings and makes recommendations as to appropriate action to be taken.
2. Compiles data and prepares reports in accordance with general guidelines.
3. Assists in budget preparation, analysis and administration; as directed, performs audits and/or maintains records of account activity.
4. Participates in the preparation and revision of manuals and other administrative materials; provides administrative assistance in the implementation of new administrative procedures.
5. Responds to inquiries and provides technical and administrative assistance to resolve complaints, or refers complaints to appropriate authority.
6. Operates a computer to key data, perform file maintenance and generate computer reports; may initiate or prepare correspondence in the performance of assigned tasks.

7. Coordinates activities with other City departments in the performance of assigned tasks; assists others in the performance of related tasks.

#### **OTHER DUTIES**

1. Performs a variety of department-specific program activities to accomplish work goals and objectives, including: conducting research on potential grant-funding opportunities; maintaining and compiling program attendance and verifying program eligibility; completing regular and periodic routine reports; verifying and tracking fee payments; overseeing and monitoring vendor account expenditures; and other activities of equivalent scope and difficulty.
2. Develops and utilizes basic spreadsheets, databases and other computer applications to assist with assigned studies, projects and reports.

#### **QUALIFICATIONS**

##### **Knowledge of:**

1. Methods and techniques of research, statistical analysis and report preparation.
2. Principles, practices and methods of municipal budget preparation.
3. General office procedures.
4. Principles and practices of sound business communication.
5. Basic principles and practices of public administration.

##### **Ability to:**

1. Perform specialized, technical and routine administrative tasks.
2. Conduct research, perform analysis and prepare reports of findings.
3. Interpret and apply relevant laws, regulations, ordinances and policies.
4. Communicate effectively, orally and in writing.
5. Maintain files, records and documentation.
6. Establish and maintain effective working relationships with department managers and staff, staff of other departments, representatives of other governmental agencies, developers, consultants, property owners, the public and others encountered in the course of work.



**Education, Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a two-year college with major coursework in finance, public or business administration or a closely related field; and at least one year of paraprofessional experience performing administrative, operations, budgetary and similar analyses; or an equivalent combination of training and experience. Experience in a governmental agency is preferred.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

**PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Physical Demands**

While performing the duties of this job, employees are regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Mental Demands**

While performing the duties of this class, incumbents are regularly required to use written and oral communication skill; read and interpret data, information and documents; analyze and solve problems; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with all levels of management, employees, the public and others encountered in the course of work.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions and the noise level is usually quiet.



# CITY OF MORENO VALLEY: THIRD QUARTER BUDGET REVIEW

PRESENTATION BY: Michelle Dawson, City Manager  
Richard Teichert, Chief Financial Officer  
Marshall Eyerman, Financial Resources Division Manager



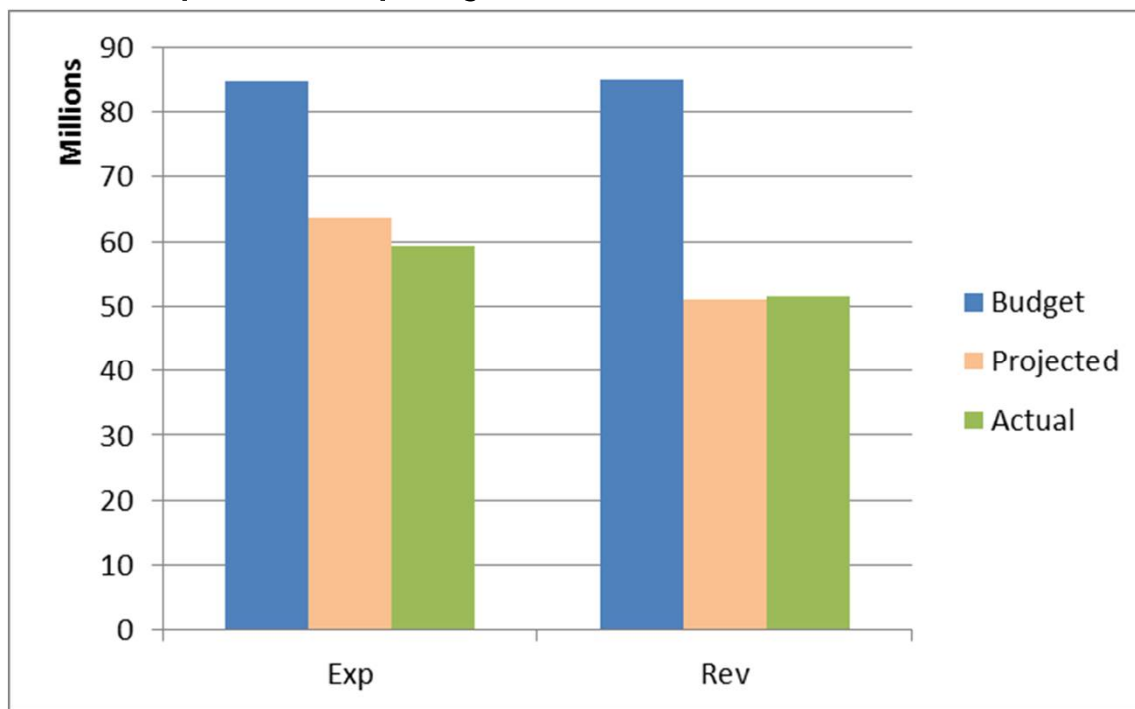
## Summary

- Two Year Budget (FY 13/14 & 14/15)
- Adopted with General Fund balanced
- Revenues & Expenses on track
- Development on the upswing
- Challenges remain



# Summary

Overall General Fund Operating Expenses & Revenues meeting third quarter projections



## Summary

At 75% of the year:

- Overall expenses should be close to 75%
- Some expenses vary
  - Debt Service, Capital Projects
- Some revenue receipts vary
  - Property Tax receipts in May
- Gen. Fund revenue target: ~60%



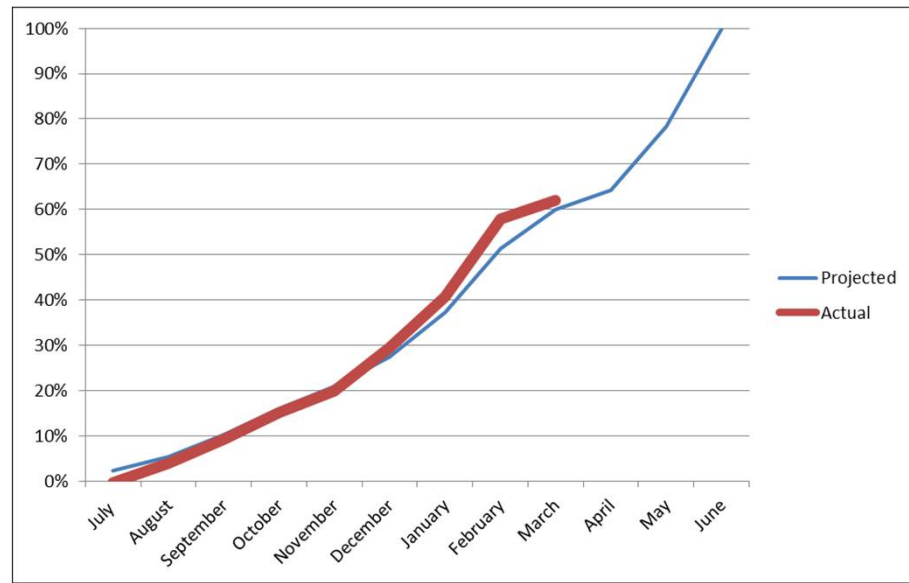
## Summary

- Revenues continue to grow as predicted
- Some service levels restored during fiscal year
- Gen. Fund budget remains balanced



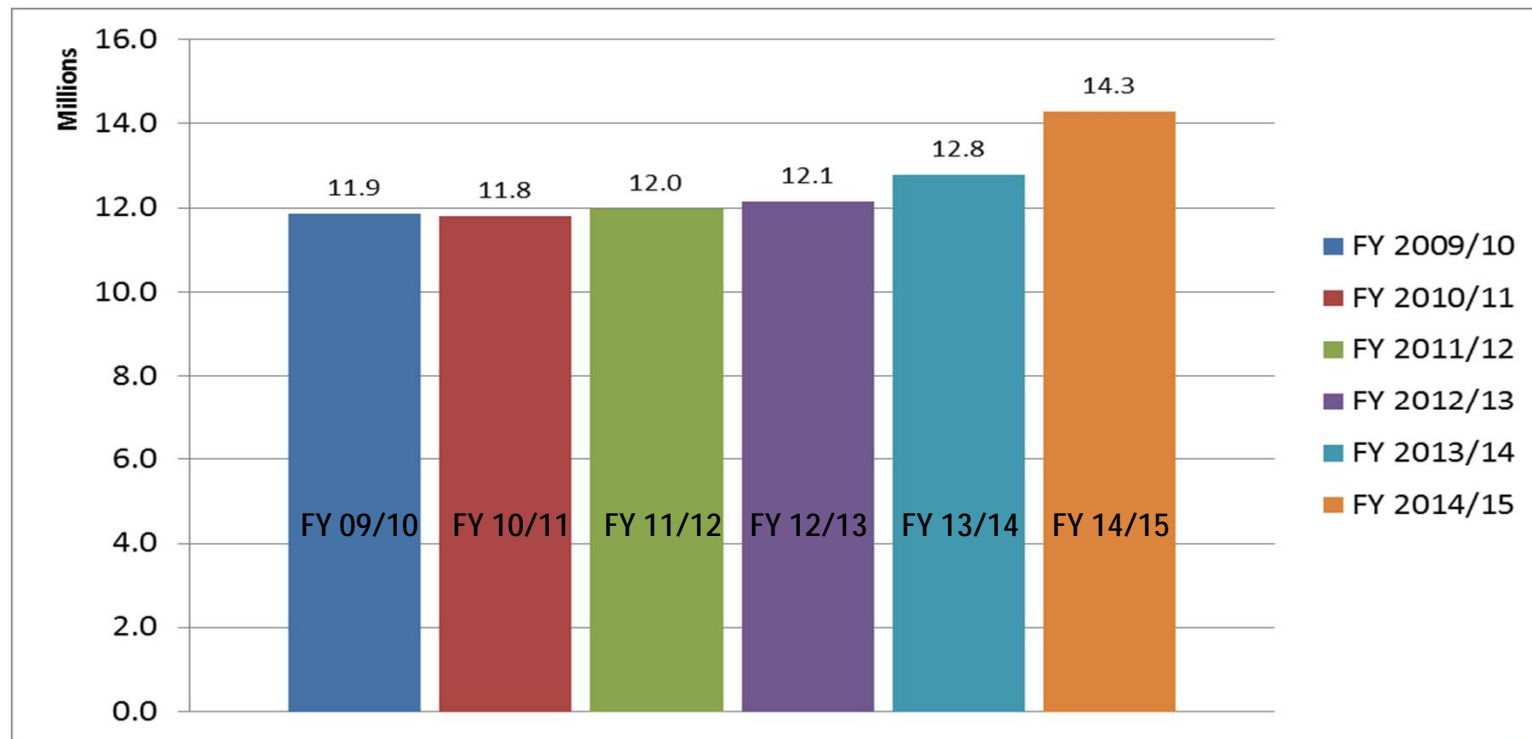
## General Fund Revenues

- Revenues in-line with projections
- General Fund Revenue Budget: \$85M
- Mar. 31 Receipts: \$51.5M (= 61%)



# General Fund – Six Year Revenue Trend

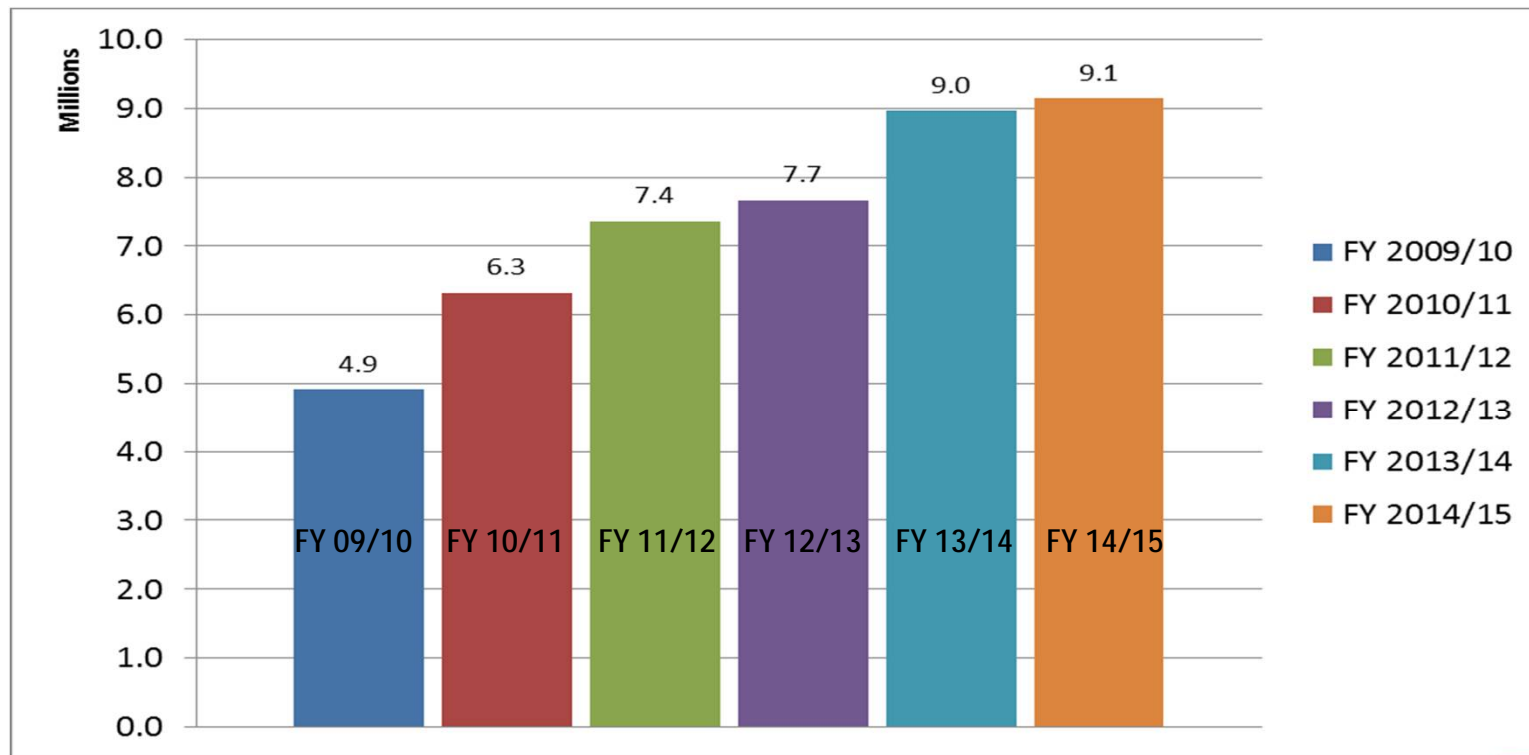
- Property Tax at Third Quarter





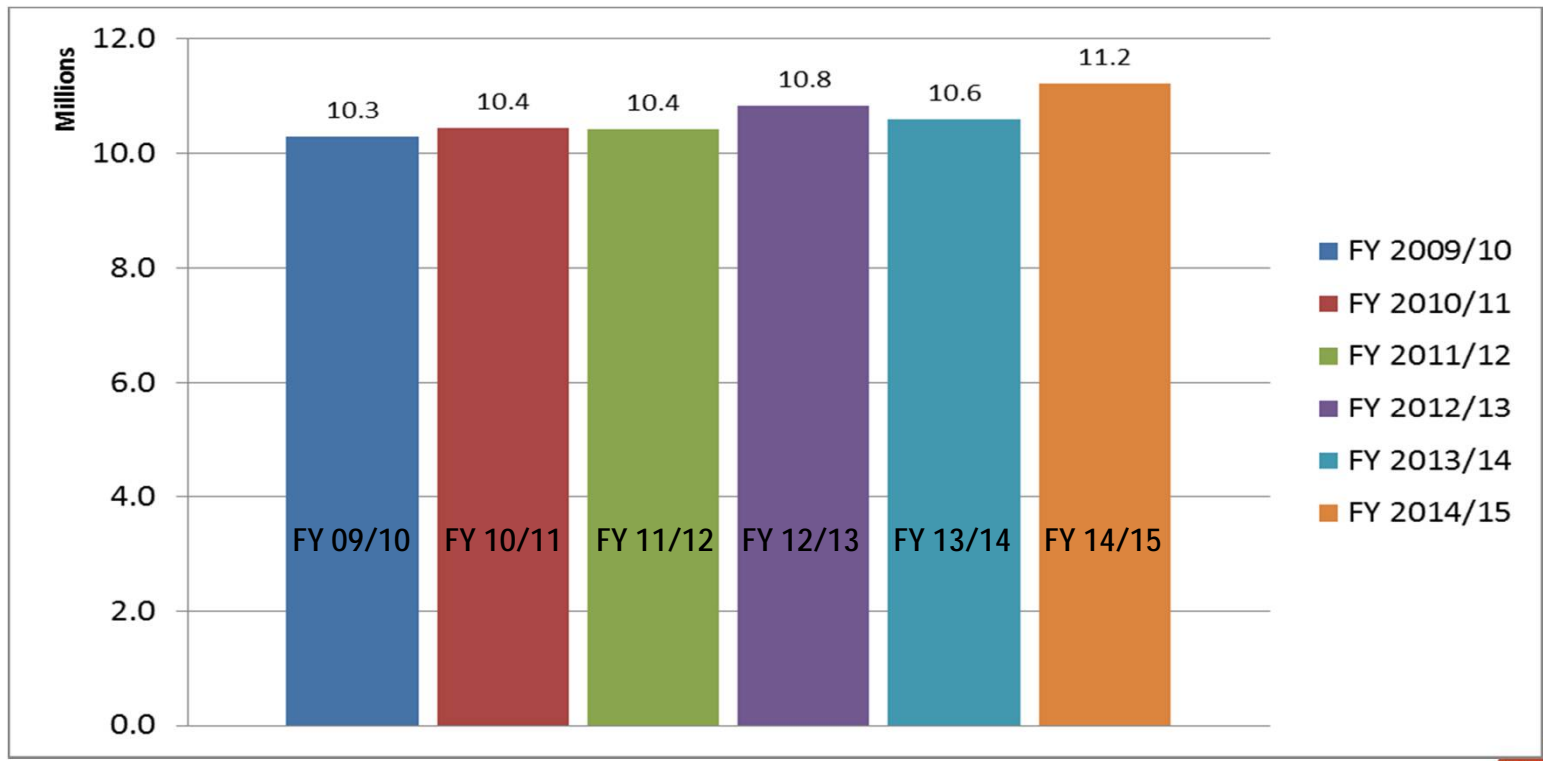
# General Fund – Six Year Revenue Trend

- Sales Tax at Third Quarter



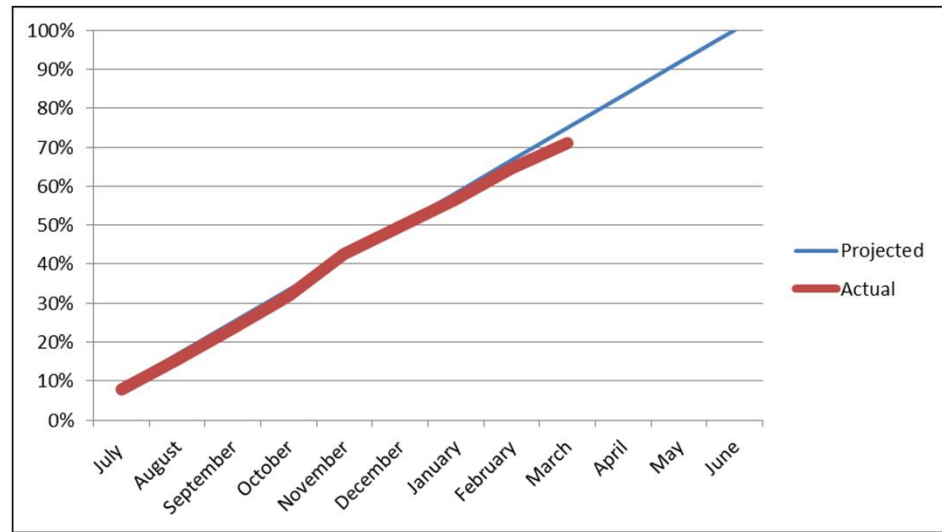
# General Fund – Six Year Revenue Trend

- Utility Users Tax at Third Quarter



## General Fund Expenditures

- Expenditures in-line with projections
- General Fund Expenditure Budget: \$84.7M
- Mar. 31 Expenditures: \$59.2M (= 70%)



## General Fund Revenue Adjustments

### Recommended Revenue Adjustments

- Total 14/15 General Fund: \$648,334 increase
  - Transfers In for Equipment Replacements
  - Final payment from County settlement



## General Fund Expenditure Adjustments

### Recommended Expenditure Adjustments

- Total 14/15 General Fund: (\$68,478) decrease
  - Vacancy factor adjustments
  - Replacement cameras purchased
  - Net expenditure reduction



## Other Third Quarter Adjustments

### Recommended Changes to Other Funds

- Energy Efficiency Fund
- Warner Ranch and Vinewood Assessment Districts
- Facility Maintenance and Repairs
- Equipment Replacements
- Compensated Absences



# General Fund Amended Budget

<b>FY 2014/15 Amended Budget (Proposed)</b>	
Total Revenues	\$ 85,716,131
Total Expenditures	84,659,976
<b>Net Change of Fund Balance</b>	<b>\$ 1,056,155</b>

THIRD QUARTER BUDGET REVIEW



## Position Control Changes

- 1 Reclassification: Finance to align positions with duties
  - Cost neutral
- Approve Job Classification of Management Aide

<u>Department / Position Title</u>			<u>FY</u> <u>2014/15</u>
<u>Financial &amp; Management Services</u>			
	Sr. Financial Analyst	FT	(1)
	Accountant II	FT	1
	Management Aide *	PT	1
<b>Total</b>			<b>1</b>
* Eliminates current use of temporary employee			





## Continued Challenges

- Gas Tax/Measure A reduced revenue projections
- A General Fund subsidy for street lights;
- Projected cost increases for public safety services;
- Anticipated pension cost increases;
- The General Fund's obligation to guarantee debt service payments;
- The restoration of funding for deferred infrastructure maintenance during the fiscal downturn.



## Summary

- General Fund Budget: one-time surplus
- Unassigned G.F. Reserves: \$27.5M (6/30/14)
- Revenues/Expenditures on track
- Minor adjustments for funding/operational changes
- Council's strong leadership leaves City positioned to address future challenges





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** May 26, 2015

**TITLE:** APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Approve Resolution No. 2015-37. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility.
2. Approve the Economic Development Rate Program as a permanent program.

### **SUMMARY**

The current Economic Development Rate Program was approved by the City Council on June 12, 2012 as a two-year pilot program. Its use as an economic development tool has been successful in attracting such companies as Procter & Gamble, Aldi Foods, and Deckers Outdoor to the City. This report recommends that the Economic Development Rate Program continue as a permanent program and recommends approval of the following revisions: (1) changes to the length and amount of discounts as advised by a rate consultant; (2) elimination of Building/Area size as a criteria to qualify for the discount program; and (3) inclusion of a provision that allows the City Manager to negotiate an economic development rate subject to City Council approval.

The proposed revisions to the Economic Development Rate Program were presented to the Utilities Commission on April 17, 2015 and May 15, 2015. The Utilities Commission recommended approval to the City Council of all proposed revisions to the Economic Development Rate Program.

### **DISCUSSION**

As currently structured, MVU’s Economic Development Rate Program consists of five tiers whose electric rate discount is based on certain criteria. The discounted rates are effective for a period of six to eighteen years and range from a 20% discount to a 10% discount, as shown in Table 1.

A review of the Economic Development Rate Program was performed in 2014 by a rate consultant with the goal of ensuring that the utility recovered at a minimum its power supply costs after the discounts. The rate consultant recommended revisions to the length of the discounts and the discount rates under each tier, as described in Table 2 below.

**Table 1**  
**Current Economic Development Discount Rates**

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
<b>Years 1 - 2</b>	15.00%	20.00%	20.00%	20.00%	20.00%
<b>Years 3 - 4</b>	12.00%	15.00%	20.00%	20.00%	20.00%
<b>Years 5 – 6</b>	10.00%	10.00%	15.00%	20.00%	20.00%
<b>Years 7 -12</b>	-	-	-	20.00%	20.00%
<b>Years 13 - 18</b>					20.00%

**Table 2**  
**Proposed Economic Development Discount Rates**

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
<b>Year 1</b>	19.00%	21.50%	24.00%	26.50%
<b>Year 2</b>	16.00%	18.50%	21.00%	23.50%
<b>Year 3</b>	13.00%	15.50%	18.00%	20.50%
<b>Year 4</b>	10.00%	12.50%	15.00%	17.50%
<b>Year 5</b>	7.00%	9.50%	12.00%	14.50%

	<b>Tier 5</b>
--	---------------

<b>Years 1 – 4</b>	20.00%
<b>Years 5 – 8</b>	15.00%
<b>Years 9 – 12</b>	10.00%
<b>Years 13 - 16</b>	5.00%

In order to advance the City's goal of promoting job growth, eliminating the criteria related to building size will increase the size of the pool of potential businesses that may qualify for the Program. Businesses would still be required to meet all other criteria such as size of electric load, targeted industries, and number of jobs.

The revision to the Economic Development Rate Program also takes into consideration the City's ability to attract businesses in a competitive and responsible manner by providing the City Manager or his or her designee the ability to negotiate an economic development rate subject to City Council approval. Such negotiated rate shall be based on the actual cost to serve the customer.

At the Study Session on March 17, 2015, staff was directed to investigate a local hire component for the Economic Development Rate Program to bring back to Council for consideration.

The Two20/Four40 program was approved by the City Council on April 28, 2015 via Resolution 2015-28 and consists of an additional 2% discount under Tiers 1 – 4 for those customers who voluntarily hire at least 20% of full-time equivalent employees that are City of Moreno Valley residents. Those customers under Tiers 1 -4 who hire at least 40% of full-time equivalent employees that are City of Moreno Valley residents will receive an additional discount of 4%. Customers under the Tier 5 discount rate who hire at least 20% of full-time equivalent employees that are City of Moreno Valley residents will receive an additional 1% discount for the first five years. All customers who participate in the Two20/Four40 program must annually certify the local hire percentage to remain eligible for the additional discount.

## **ALTERNATIVES**

1. Recommend approval of Resolution 2015-XX to amend the Electric Rate Schedule ED (Economic Development) for Moreno Valley Utility and approve the Economic Development Rate Program as a permanent program. *The continuation of the Economic Development Rate Program will allow the City to successfully attract new businesses and jobs to the community, and create a positive environment for the development of Moreno Valley's future.* Staff recommends this alternative.
2. Do not recommend approval of Resolution 2015-XX to amend the Electric Rate Schedule ED (Economic Development) for Moreno Valley Utility and do not approve the Economic Development Rate Program as a permanent program. *The City will be at a competitive disadvantage for attracting new businesses and jobs to the community.* Staff does not recommend this alternative.

**FISCAL IMPACT**

An average customer with 500 kW demand participating in the Economic Development Rate Program will see annual savings that range from approximately \$50,000 under Tier 1 to approximately \$78,000 under Tier 4. An average customer with 500 kW demand that qualifies for Tier 5 will see annual savings of approximately \$48,000.

MVU will be able to recover its power supply costs with the implementation of the revised Economic Development Rate Program.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By:  
Mike Lee  
Economic Development Director

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

1. Resolution 2015-37
2. Exhibit A\_Economic Development Rate
3. Economic Development Rate Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/21/15 8:18 AM
City Attorney Approval	<u>✓ Approved</u>	5/21/15 3:39 PM
City Manager Approval	<u>✓ Approved</u>	5/21/15 3:40 PM

## RESOLUTION NO. 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MORENO VALLEY, CALIFORNIA, TO AMEND THE  
ELECTRIC RATES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, on January 13, 2004, the City Council approved Resolution No. 2004-05 establishing the electric rates for Moreno Valley Utility; and

WHEREAS, on September 26, 2006, the City Council approved Resolution No. 2006-112 implementing a schedule to adjust Moreno Valley Utility electric rates to reflect the same schedule as Southern California Edison; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in these documents. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

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

1  
Resolution No. 2015-37  
Date Adopted: May 26, 2015

1. The City Council hereby adopts the amended Moreno Valley Utility Rate Schedule ED, attached hereto as Exhibit A and incorporated herein, and on file in the Public Works Department.
2. Establish the Economic Development Rate Program as a permanent program.

APPROVED AND ADOPTED this 9th day of June 2015.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
 City Clerk

APPROVED AS TO FORM:

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

2  
 Resolution No. 2015-37  
 Date Adopted: May 26, 2015

Attachment: Resolution 2015-37 [Revision 2] (1483 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY,



**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-37 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of June 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2015-37<sup>3</sup>  
Date Adopted: May 26, 2015

Attachment: Resolution 2015-37 [Revision 2] (1483 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY,

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**Moreno Valley Utility**  
*Electric Rates*

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## SCHEDULE A – RESIDENTIAL SERVICE

### Applicability

Applicable to electric service for residential uses.

### Territory

Within the designated areas served by the Moreno Valley Utility.

### Rates

#### **Basic Charge - \$/Day**

Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024

#### **Energy Usage Charge - \$/kWh**

##### **Summer:**

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.14109
Tier 2 – 101% to 130% of Baseline	\$ 0.18539
Tier 3 – 131% to 200% of Baseline	\$ 0.24649
Tier 4 – All excess kWh, per kwh201% to 300% of Baseline	\$ 0.30417

##### **Winter**

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.14108
Tier 2 – 101% to 130% of Baseline	\$ 0.18539
Tier 3 – 131% to 200% of Baseline	\$ 0.24917
Tier 4 – All excess kWh, per kWh	\$ 0.30417

#### **Public Purpose Programs**

All kWh per kWh	\$0.00742
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**Monthly Minimum Charge:** \$10.00

### Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the

investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. **Baseline Rates:** Baseline rates are applicable only to separately metered residential use.
2. **Baseline Quantities:** The residential allocation shall be 15.5 kWhs per day in the Summer season and 11.0 kWhs per day in the Winter season.
3. **Summer and Winter Seasons** are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
4. **Voltage:** Service will be supplied at one standard voltage.
5. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. **Medical Baseline Allocation:** Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 15.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	15.5	15.5	31.0
Winter	11.0	15.5	26.5

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.

6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

### SCHEDULE B – GENERAL SERVICE

#### Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

#### Territory

Within the designated areas served by the Moreno Valley Utility.

#### Rates

##### **Customer Charge - \$/Day**

Single-Phase Service	\$ 0.836
Polyphase Service	\$ 0.060

##### **Energy Usage Charge - \$/kWh**

Summer, all kWh, per kWh	\$ 0.17865
Winter, all kWh, per kWh	\$ 0.14412

##### **Public Purpose Programs**

All kWh per kWh	\$0.01158
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**Monthly Minimum Charge:** \$10.00

#### Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

#### Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October



1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

2. Voltage: Service will be supplied at one standard voltage.

### SCHEDULE C – LARGE GENERAL SERVICE

#### Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

#### Territory

Within the designated areas served by the Moreno Valley Utility.

#### Rates

<b>Customer Charge - \$/Meter/Month – Single Phase</b>		\$198.79
<b>Polyphase</b>		\$186.00
<b>Energy Usage Charge - \$/kWh</b>		
Summer, all kWh, per kWh	\$ 0.08160	
Winter, all kWh, per kWh	\$ 0.07192	
<b>Demand Charge- \$/kW</b>	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$13.20	\$13.20
Time Related Demand Charge, per kW	\$22.21	\$0.00
<b>Public Purpose Programs</b>		
All kWh per kWh	\$ 0.01082	
<b>Monthly Minimum:</b>	\$10.00	

#### Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### Special Conditions

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
  - a. Adjustment Rate:
    - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.51 per kilovar of maximum reactive demand.

- b. Determining the Reactive Demand:
- i. Service delivered and metered at voltages of 4 kV or greater:
    1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
  - ii. Services delivered and metered at voltages less than 4 kV:
    1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
    2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

## SCHEDULE SL – STREET LIGHTING SERVICE MVU OWNED SYSTEM

### Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

### Territory

Within the designated areas served by the Moreno Valley Utility.

### Rates

#### **Energy Usage Charge - High Pressure Sodium Vapor Lamps**

##### **Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
9,500	100	40	\$11.79	\$0.27
16,000	150	67	\$14.22	\$0.45
22,000	200	85	\$16.01	\$0.58
27,500	250	108	\$17.57	\$0.73

#### **Energy Usage Charge – Light Emitting Diode (LED) Lamps**

##### **Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
14,700	173	75	19.80	\$0.53

### **Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### **Special Conditions**

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
  - a. The applicant for street light service shall specify the lamp size and location of streetlights.
  - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
  - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
  - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
  - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL2 – STREET LIGHTING SERVICE  
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE  
(UNMETERED)**

**Applicability**

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

**Energy Usage Charge - High Pressure Sodium Vapor Lamps**

**Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
9,500	100	40	\$ 5.45	\$0.27
16,000	150	67	\$ 7.38	\$0.45
22,000	200	85	\$ 8.73	\$0.58
27,500	250	108	\$ 10.43	\$0.73

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.



**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:
  - a. The applicant for street light service shall specify the lamp size and location of streetlights.
  - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
  - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL3 – STREET LIGHTING SERVICE  
CUSTOMER OWNED SYSTEM SCHEDULE  
(METERED)**

**Applicability**

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

<b>Customer Charge – Per meter per Month</b>	\$15.41
<b>Energy Usage Charge - \$/kWh</b>	
All Year - all kWh, per kWh	\$ 0.06632
<b>Public Purpose Programs</b>	
All kWh, per kWh	\$0.00678

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

## SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

### Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

### Territory

Within the designated areas served by the Moreno Valley Utility.

### Rates

#### **Customer Charge – per Meter per Day**

Single-Phase Service	\$ 0.579
Polyphase Service	\$ 0.036

#### **Energy Usage Charge - \$/kWh**

All Year - all kWh, per kWh	\$ 0.12515
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#### **Public Purpose Programs**

All kWh, per kWh	\$0.01104
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### Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

## SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

### Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

### Territory

Within the designated areas served by the Moreno Valley Utility.

### Rates – Secondary Voltage

**Customer Charge - \$/Meter/Month** \$609.78

### **Energy Usage Charge - \$/kWh**

#### **Summer**

On-Peak	\$ 0.13378
Mid-Peak	\$ 0.07830
Off-Peak	\$ 0.05327

#### **Winter**

Mid-Peak	\$ 0.07983
Off-Peak	\$ 0.05858

### **Demand Charge- \$/kW**

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$15.57	\$15.57
Time Related Demand Charge, per kW		
On-Peak	\$23.35	\$0.00
Mid-Peak	\$6.60	\$0.00
Off-Peak	\$0.00	\$0.00

### **Public Purpose Programs**

All kWh per kWh \$ 0.00980

**Monthly Minimum :** See Condition #4

22  
Resolution No. 2015-XX  
Date Adopted: May 12, 2015

Attachment: Exhibit A\_Economic Development Rate (1483 : APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO

**Energy Cost Adjustment**

- 1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

- 1. Time periods are defined as follows:

- On-Peak: Noon to 6:00 p.m. Summer weekdays except holidays
- Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
- Off-Peak: All other hours

Holidays are defined as New Year’s Day (January 1), Martin Luther King’s Birthday (third Monday in January), Washington’s Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

**Rates – Primary Voltage**

**Customer Charge - \$/Meter/Month** \$609.78

**Energy Usage Charge - \$/kWh**

**Summer**

- On-Peak \$ 0.13378
- Mid-Peak \$ 0.07830
- Off-Peak \$ 0.05327

**Winter**

- Mid-Peak \$ 0.07983
- Off-Peak \$ 0.05858

<b>Demand Charge- \$/kW</b>	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$15.57	\$15.57
Time Related Demand Charge, per kW		
On-Peak	\$23.35	\$0.00

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
3. Voltage: Service will be supplied at one standard voltage.
4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
  - a. Adjustment Rate: The customer's bill will be increased each month for the power factor \$0.51 per kilovar of maximum reactive demand.
  - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For

customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

## **SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE**

### **Applicability**

Applicable to general service and domestic service customers.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

### **Rate**

For each establishment of electric service, a charge will apply.

### **Special Conditions**

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.



## **SCHEDULE NEM – NET ENERGY METERING**

### **Applicability**

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

### **Net Surplus Compensation Rate**

The net surplus compensation rate shall be \$0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

### **Special Conditions**

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).

8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

## SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

### Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
  - a. Targeted industries
    - i. Logistics/Distribution
    - ii. Medical/Healthcare
    - iii. Auto Dealerships
  - b. Building/Area size
    - i. Logistics/Distribution 500,000 square foot minimum
      1. Tier 5 Discount Rate
        - a. Regional Corporate Office Space 50,000 square foot minimum
        - b. Perishable Space 200,000 square foot minimum
      - ii. Medical/Healthcare 100,000 square foot minimum
      - iii. Auto Dealerships 5 acres
    - c. Job Creation
      - i. Tier 1 Discount Rate                      150 – 499 jobs

- ii. Tier 2 Discount Rate                    500 – 999 jobs
- iii. Tier 3 Discount Rate                   greater than 1000 jobs
- iv. Tier 4 Discount Rate                   350 jobs minimum
- v. Tier 5 Discount Rate                   200 jobs minimum
- d. City Revenue Producer – either sales tax or use tax generation
  - i. Tier 1a Discount Rate
  - ii. Tier 4 Discount Rate - minimum \$40,000 annual sales tax revenue to the City

**Territory**

Within the entire territory served by Moreno Valley Utility.

**Character of Service**

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

**Rates**

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	<b>Tier 1/Tier 1a</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
<b>Year 1</b>	19.00%	21.50%	24.00%	26.50%
<b>Year 2</b>	16.00%	18.50%	21.00%	23.50%
<b>Year 3</b>	13.00%	15.50%	18.00%	20.50%
<b>Year 4</b>	10.00%	12.50%	15.00%	17.50%
<b>Year 5</b>	7.00%	9.50%	12.00%	14.50%

	<b>Tier 5</b>
<b>Years 1 – 4</b>	20.00%
<b>Years 5 – 8</b>	15.00%
<b>Years 9 – 12</b>	10.00%
<b>Years 13 - 16</b>	5.00%

**Special Conditions**

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single five-year term, except for Tier 5, which shall be for a single sixteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for five years for Tiers 1 through 4 and sixteen years for Tier 5 from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Jobs: Job as prescribed in Section 3c above is defined as Full Time Equivalent that is working at least 1750 hours per year. The Customer retains authority in making individual hiring decisions. This program does not require the Customer to hire any person who does not have the experience and ability to qualify such persons for a job.
6. Local Hiring Incentive: The Local Hiring Incentive is available for Tier 1 through Tier 5. Customers who qualify under Tiers 1 – 4 and voluntarily hire at least 20% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 2%; those Customers who hire at least 40% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 4%. For Customers eligible for the

Tier 5 discount, the Local Hiring Incentive is an additional 1% discount for Customers who voluntarily hire at least 20% of FTE employees that are City of Moreno Valley residents. The additional 1% discount will be applied to the first five years of the sixteen-year term. Any additional discounts will apply to the Energy Charge and Demand Charge. Customers must certify the local hire percentage each year to remain eligible for the additional discount.

7. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
8. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
9. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
10. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
11. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer’s normal billing cycle.
12. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic

Development Rate Agreement has expired, if they meet the criteria therefore.

13. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.
14. City Manager: The City Manager or his/her designee may offer to customers an Economic Development Rate and term based upon the actual cost to serve the customer. The customer must sign a Moreno Valley Economic Development Rate Agreement, and such Agreement shall be approved by the City Council. All other terms and conditions under this rate schedule shall apply.

## **SCHEDULE ED-BR - ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE**

### **Applicability**

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
  - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
  - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
  - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

### **Territory**

Within the entire territory served by Moreno Valley Utility.



## Rates

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1            20%
- Year 2            20%
- Year 3            20%
- Year 4            0%
- Year 5            0%

## Special Conditions

1. Term: Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. Minimum Load: All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. State Mandated Public Purpose Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of

Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.

7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer’s normal billing cycle following execution of the Agreement by both parties.
8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.

CITY OF MORENO VALLEY ELECTRIC UTILITY  
 ECONOMIC DEVELOPMENT RATE AGREEMENT  
 FOR NEW OR EXPANDED LOAD ELECTRIC SERVICE CUSTOMER

This ECONOMIC DEVELOPMENT RATE AGREEMENT for New or Expanded Load Electric Service Customer is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Customer”), and the CITY OF MORENO VALLEY (“Moreno Valley”), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as “Party” and collectively as “Parties”.

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

## 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Agreement: This document and appendices, as amended from time to time.
- 1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 14.1, to act on such Party’s behalf with respect to those matters specified in this Agreement.
- 1.3 Economic Development Rate (“ED”): the rates and charges set forth in Schedule ED, subject to the terms and conditions of this Agreement.
- 1.4 Base Period Usage: As defined in Section 4 of this Agreement.
- 1.5 Commencement Date: The date on which Moreno Valley shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 6.2 and may be tolled pursuant to Section 11.4, but not to exceed twelve (12) months from the Effective Date.
- 1.6 Customer: Customer as defined in the Moreno Valley’s Electric Rule 1.
- 1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.
- 1.8 Electric Rate: That Customer’s Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.
- 1.9 Electric Rules: Applies to all or any combination of, Moreno Valley’s “Electric Service Rules, Fees, and Charges”, as modified from time to time and adopted by the Moreno Valley City Council.
- 1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer’s Points of Interconnection, and such other services that Moreno Valley is required to provided pursuant to this Agreement,

- the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Moreno Valley's City Council.
- 1.11 Expanded Load: The amount of qualifying load eligible for discount under this Agreement and shall be measured as the difference between the new monthly, meter-documented energy use and demand, and the Base Period Usage.
  - 1.12 Expanded Load Customer: A commercial or industrial customer currently served by Moreno Valley meeting the qualifications set forth in Schedule ED and expanding business operations within Moreno Valley's electric service area that will add new load and increase their average monthly demand by a minimum of 200 kW.
  - 1.13 Forecast Maximum Demand: Customer's forecast of its Total Load maximum demand, including any expansion of load planned over the term of this Agreement.
  - 1.14 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.
  - 1.15 Liquidated Damages: Damages owed by Customer to Moreno Valley as provided in Section 10 of this Agreement.
  - 1.16 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.
  - 1.17 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.
  - 1.18 New Load Customer: A commercial or industrial customer meeting the qualifications set forth in Schedule ED, locating in Moreno Valley's electric service territory.
  - 1.19 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Moreno Valley at the time of signing this Agreement, and any applicable successor schedule.
  - 1.20 Party, Parties: The parties to this Agreement are Moreno Valley and Customer, as defined above.
  - 1.21 Total Load: customer's recorded (metered) load (energy and demand).
  - 1.22 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. Any act of the California state legislature or any opinion of any California or federal court which invalidates or otherwise makes unlawful the rate discounts set forth in this agreement shall be considered an uncontrollable force. The Party claiming such Uncontrollable Force must give the other Party at least ten (10) days written notice of the

commencement of such cause, and keep the other Party informed concerning the continuance of such cause.

**2 CUSTOMER AFFIDAVIT OF ELIGIBILITY**

- 2.1 Customer represents and warrants to Moreno Valley that it satisfies the criteria for Schedule ED eligibility as indicated by Customer’s initials below [Customer must initial Subsection 2.4 and one of Subsections 2.2 or 2.3.
- 2.2 ( ) New Load Customer that:
  - 2.2.1 Has a projected minimum monthly electrical demand of at least 500 kW in any three months out of a twelve month period;
  - 2.2.2 Has satisfied all other criteria regarding targeted industries, building size, job creation, and sales tax or use tax generation as described in Schedule ED; or
- 2.3 ( ) Expanded Load Customer is an existing customer of Moreno Valley that:
  - 2.3.1 Covenants to increase its average monthly demand by a minimum of 200 kW, and
  - 2.3.2 Customer represents that all documents that it has provided to Moreno Valley as evidence of Customer’s ability to maintain such a demand increase during the Agreement Term are true and correct.
- 2.4 ( ) Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer’s eligibility for Schedule ED are true and correct.
- 2.5 Customer shall annually certify its local hire percentage to remain eligible for the additional incentive as specified in Special Condition number 6 of Schedule ED.

**3 ECONOMIC DEVELOPMENT RATE**

- 3.1 Customer represents that it meets the applicability requirements of Schedule ED.
- 3.2 Customer agrees to purchase from Moreno Valley and Moreno Valley agrees to sell to Customer at the Electric Rate set forth herein, all of Customer’s Electric Service requirements at Customer’s Site(s) including Electric Service necessary to deliver such Energy to Customer’s Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Moreno Valley shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.
- 3.3 Subject to the terms and conditions of this Agreement, Moreno Valley will provide New Load Customers and only the Expanded Load for existing Customers a \_\_\_\_\_ discount off the Customer’s bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the term of this Agreement.

	<b>Tier 1/Tier 1a</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
<b>Year 1</b>	19.00%	21.50%	24.00%	26.50%
<b>Year 2</b>	16.00%	18.50%	21.00%	23.50%
<b>Year 3</b>	13.00%	15.50%	18.00%	20.50%
<b>Year 4</b>	10.00%	12.50%	15.00%	17.50%
<b>Year 5</b>	7.00%	9.50%	12.00%	14.50%

	<b>Tier 5</b>
<b>Years 1 – 4</b>	20.00%
<b>Years 5 – 8</b>	15.00%
<b>Years 9 – 12</b>	10.00%
<b>Years 13 - 16</b>	5.00%

- 3.4 All charges for electric Service pursuant to this Agreement shall be subject to Moreno Valley's Public Purpose Program Charge, any applicable state or federal energy tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to Electric Service provided by Moreno Valley.
- 3.5 The Electric Service provided herein is expressly reserved for Customer's sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

#### 4 **BASE PERIOD USAGE**

- 4.1 Base Period Usage must be established for each Customer.
- 4.2 Moreno Valley shall determine Customer's Base Period Usage by estimating Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer's previous electricity bills, if any. That calculation shall be used to determine Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.
- 4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Moreno Valley shall estimate

Customer’s load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer’s Base Period Usage until recorded load data becomes available to more definitively establish Customer’s load characteristics. When Moreno Valley can more accurately estimate Customer’s actual load characteristics, Customer’s Base Period Usage shall be established based upon the new recorded data.

4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer On-Peak Mid-Peak Off-Peak Overall		
Winter Mid-Peak Off-Peak Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
  - a. The maximum billing demand for the month, or
  - b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An “XXX” entered above indicates that the entry is not applicable to Customer’s Base Period Usage.

**5 MINIMUM LOAD**

- 5.1 Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED for the term of this Agreement.
- 5.2 The Minimum Load for a New Customer representing and warranting its eligibility for Schedule ED under Subsection 2.2 of this Agreement must be at least 500 kW, and qualify for Schedule TOU-LGS – Time of Use – Large General Service.
- 5.3 The Minimum Load for an Existing Customer representing and warranting its eligibility for Schedule ED under Subsection 2.3 of this Agreement cannot be lower than 200 kW.
- 5.4 If during any year of service the New Customer’s Total Load maximum demand falls below 500 kW such that the New Customer no longer qualifies as a Time of Use customer, the Customer’s discounts under Section 3.3 above shall be suspended for the

balance of the year and such suspension shall begin with the month that the Customer is deemed no longer eligible to receive service under Schedule TOU-LGS. Customer's discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

- 5.5 If during any year of service the Expanded Load Customer's Minimum Expanded Load falls below 200 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.
- 5.6 Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that New Customer's Minimum Load falls below 500 kW, or Expanded Load Customer's Minimum Expanded Load falls below 200 kW. Provided that New Customer maintains usage of at least 500 kW, and Expanded Load Customer maintains their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

## **6 COMMENCEMENT OF SERVICE**

- 6.1 Moreno Valley will begin providing the Customer service under Schedule ED at the start of the next regular billing period following the date the Customer notifies Moreno Valley that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.
- 6.2 Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after \_\_\_\_\_ and shall provide Moreno Valley at least five business days' notice of any change in such date.

## **7 ACKNOWLEDGEMENT**

- 7.1 Except as otherwise amended herein, customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of the Moreno Valley's rules, and all terms and conditions of service contained in Moreno Valley's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.



- 7.2 Customer also acknowledges that Moreno Valley may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

## 8 TERM

- 8.1 This Agreement shall be effective for five years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 1 through Tier 4. This Agreement shall be effective for sixteen years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 5.
- 8.2 At the end of the fifth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement for Tier 1 through Tier 4. Under Tier 5, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixteenth year of service under this Agreement.
- 8.3 If Customer is eligible for the Local Hiring Incentive as described in Special Condition number 6 of Schedule ED, the incentive shall have the same term as described in Section 8.1 of this Agreement except for Tier 5. Under Tier 5, the Local Hiring Incentive shall be applicable to the first five years of the sixteen-year term.
- 8.4 This Agreement is not renewable at the expiration of its term.

## 9 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

- 9.1 Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Moreno Valley determines that Customer was not eligible for Schedule ED when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.
- 9.2 Termination at Customer's Request: Customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.
- 9.3 Termination for Nonpayment: This Agreement may be terminated if Customer fails to pay any amount due, under Schedule ED within 30 days after receipt of notice of nonpayment from Moreno Valley. Customer shall be liable for all unpaid amounts and any late payment charges.
- 9.4 Termination for Noncompliance: This Agreement may be terminated upon five business days' notice if Customer fails to comply with any term or condition of

Schedule ED or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of the Moreno Valley's service territory.

- 9.5 Termination for Ineligibility: This Agreement may be terminated upon five business days' notice if Moreno Valley determines that Customer has become ineligible for Schedule ED.
- 9.6 Termination for Failure to Maintain Minimum Load: This Agreement may be terminated if Customer fails to maintain its Minimum Load such that the Customer no longer qualifies as a Time-of-Use customer or shuts down its operations. If Customer fails to maintain its Minimum Load, Moreno Valley must provide Customer at least 90 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Moreno Valley's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.
- 9.7 Termination for Failure to Commence Service: This Agreement may be terminated if Customer does not begin service within 12 months after the date this Agreement was executed.
- 9.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.
- 9.9 Upon termination of the Agreement, Moreno Valley's obligation to provide Electric Service to Customer and the rates and rules applicable to Moreno Valley's provision of such Electric Service shall be pursuant to Moreno Valley's then existing Electric Service Rate Schedules.

## 10 LIQUIDATED DAMAGES

- 10.1 Upon termination of this Agreement, prior to its five-year or sixteen-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay Moreno Valley Liquidated Damages. The Liquidated Damages are required to ensure that neither Moreno Valley nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.
- 10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Moreno Valley and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.

- 10.4 For termination under Sections 9.2, 9.3, 9.5, or 9.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Moreno Valley be liable for paying liquidated damages to a customer.
- 10.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.
- 10.6 The limitations of the Moreno Valley's Electric Rule 17 shall not apply to amounts payable under this Agreement.
- 10.7 The Moreno Valley may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED to secure payment of any Liquidated Damages.

## **11 UNCONTROLLABLE FORCE**

- 11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.
- 11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
- 11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
- 11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.
- 11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.
- 11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

- 11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.
- 11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.
- 11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.
- 11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.
- 11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno Valley City Council prior to implementation.

## 12 INDEMNITY

- 12.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.

- 12.2 “Willful Action” shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:
- 12.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or
  - 12.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or
  - 12.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.
- 12.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).
- 12.4 The provisions of this Section 13 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

### **13 ASSIGNMENT OF AGREEMENT**

- 13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

### **14 REPRESENTATIVES AND NOTICES**

- 14.1 Representatives: Upon the Effective Date of the Agreement, the City Manager or his designee for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.
- 14.2 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.

- 14.3 Addresses Of Parties: Notices to Moreno Valley should be given to: City Manager, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.
- 14.4 Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

## 15 ENFORCEMENT

- 15.1 Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 15.2 Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15.3 Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.
- 15.4 Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 15.5 Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.
- 15.6 Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or

violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **16 MISCELLANEOUS**

- 16.1 Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.
- 16.2 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 16.3 Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts
- 16.4 Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the Moreno Valley's signature below.

CITY OF MORENO VALLEY, a municipal corporation

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

CUSTOMER:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Address for Notice Representative:

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

Street: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_





## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** May 26, 2015

**TITLE:** REFUND OF APPEAL FEES - COTTONWOOD RESIDENTIAL PROJECT (PA14-0032 & PA14-0033)

---

### **RECOMMENDED ACTION**

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

1. Deny the request for the additional refund of fees paid by appellants on an appeal filed on January 20, 2015 of prior January 8, 2015 City Planning Commission decisions on PA14-0032 and PA14-0033.

### **SUMMARY**

The appellants of a previous Planning Commission approved residential project have requested a full refund of their \$750 Appeal Fee paid to the City. The process for Refund of Fees is expressly set forth in Section 9.01.150 of the City Municipal Code. On April 7, 2015, City staff authorized and processed a refund of seventy-five dollars (\$75) based on the Municipal Code provisions. The appellants have requested City Council consideration of this matter and issue a full refund of the fee. *City staff does not recommend approval of this refund as it would be inconsistent with the City's Municipal Code.*

### **DISCUSSION**

On January 8, 2015, the Planning Commission approved a tentative tract map (PA14-0032) and a conditional use permit (PA14-0033) for a new Planned Unit Development for a 76-unit residential project proposed on Cottonwood Avenue approximately ¼ mile east of Perris Boulevard. On January 20, 2015, concerned residents residing near and adjacent to the approved residential project filed an Appeal on the project. The Appeal was filed in accordance with the provisions outlined in Section 9.02.240 of the City Municipal Code, and an application fee of \$750 as required in Section 9.02.190 of the City Municipal Code and as set forth in the current Schedule of Fees approved under

City Council Resolution 2013-25 was collected.

After two months of discussions between the appellants, the residential developer, and City staff, on March 24, 2015, prior to the City Council meeting on that same date, the residential developer elected to submit a letter withdrawing their project from any further consideration by the City.

On April 7, 2015, staff received a letter from Juan Villa requesting a refund of the \$750 filing fee paid for the Appeal. Upon consideration of provisions set forth for Refund of Fees in Section 9.01.150 of the City Municipal Code, a response letter was sent to Mr. Villa approving a ten-percent refund of the fees, which is consistent with the Municipal Code. The response letter dated April 16, 2015 is included as Attachment 1 of this staff report.

The appellants are unsatisfied with the partial refund and have requested City Council consideration to determine if a full refund can be authorized.

As noted on page 65 of 70 of the Schedule of Fees (Attachment 3) adopted by the City Council on July 9, 2013, by Resolution No. 2013-25, "The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis."

In reviewing this matter, the City Attorney's Office indicates that:

- Municipal Code provisions expressly contemplate how refunds are to be contemplated where an appeal is withdrawn and that the maximum refund amount that can be provided in this instance is \$75.
- The City Council's discretion is limited to waiving fees and does not allow the Council to issue refunds, as requested in this situation. Waivers, by definition, are considered at the outset of a process and based upon a specific cause and recognition of the public benefit(s) associated with waiving from Council-approved fees.
- The refund chart included in Section 9.01.150 of the City Municipal Code (shown below) specifically controls the schedule of refunds associated with land use reviews.

<b>Stage in Processing</b>	<b>Refund Percentage</b>
1. Application accepted by the department but no project review begun	100
2. Project review begun, but project not reviewed by the project review staff committee or other city committee	80
3. Application reviewed by the project review staff committee or other city committee	40
4. Hearing advertised or public notices sent	30
5. Planning commission staff report or conditions of approval prepared	10
6. Public hearing held or decision rendered	0

- Without specific adopted standards to guide the Council with regard to refund requests from residents, a decision to issue a refund in this matter would be considered arbitrary. Such a decision would also open the City to all such requests, leaving the Council without an objective standard upon which to base its consideration.

In light of the City Attorney's findings, staff cannot recommend approval of this request.

### **ALTERNATIVES**

1. Deny the request for the additional refund of fees paid by appellants on an appeal filed on January 20, 2015 of prior January 8, 2015 City Planning Commission decisions on PA14-0032 and PA14-0033. *Staff recommends this alternative.*
2. Authorize a refund, which would result in a balance of \$675 being returned to the appellants. *Staff does not recommend this alternative in light of the City Attorney's findings.*

### **FISCAL IMPACT**

Any additional refund authorized would result in a reduction in the specified amount

from available development processing fees fund balance. The highest possible fiscal impact would be \$675.

**NOTIFICATION**

Not applicable.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Name Richard Sandzimier  
Title Planning Official

Department Head Approval:  
Name Allen Brock  
Title Community Development Director

**CITY COUNCIL GOALS**

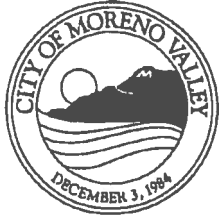
None

**ATTACHMENTS**

1. Refund Letter dated April 16, 2015
2. Section 9.01.150 City Municipal Code - Refund of Fees
3. Schedule of Fees Page 65 of 70

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/21/15 2:01 PM
City Attorney Approval	<u>✓ Approved</u>	5/21/15 3:36 PM
City Manager Approval	<u>✓ Approved</u>	5/21/15 3:38 PM



Community & Economic Development Department  
Planning Division  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley CA 92552-0805  
Telephone: 951.413-3206  
FAX: 951.413-3210

April 16, 2015

Juan Villa  
13372 Bencliff Drive  
Moreno Valley, CA 92553

RE: Request for Refund of Appeal Fee for PA14-0032/0033

Dear Mr. Villa:

City staff has received your letter dated April 7, 2015 requesting a refund of a \$750.00 filing fee for an Appeal you filed on January 20, 2015, in response to the January 8, 2015, City of Moreno Valley Planning Commission's decisions on Tentative Tract Map application PA14-0032 and Conditional Use Permit application PA14-0033. Both applications were submitted for a new residential development along Cottonwood Avenue approximately ¼ mile east of Perris Boulevard.

Development processing fees collected by the City are established and intended to assure appropriate cost recovery by the City of city services expended to process requests. Upon an evaluation of the city efforts expended, and other city expenses incurred, in the processing of your Appeal, with careful consideration of regulations set forth in the City's adopted Municipal Code, a refund of 10 percent of the filing fee will be prepared. A check in the amount of seventy-five dollars and no cents (\$75.00) will be mailed to you by our Finance Department on April 28, 2015.

A detailed explanation follows:

In accordance with Section 9.02.190(E) of the City's Municipal Code, by Resolution 2013-25 the City Council established the current schedule of fees for permits, appeals, amendments and approvals related to development projects. The fee for an Appeal is \$750.00. The purpose for development fees, including a fee for an Appeal, is intended to reimburse the city for costs incurred as the result of its administration of the provisions of the Municipal Code.

As the applicant for the Appeal ("project"), in your Appeal letter dated January 20, 2015, you requested City consideration of a number of specific items and issues. The principal

Letter to John Villa  
April 16, 2015  
Page 2

objective stated in the Appeal was that the decisions of the Planning Commission be overturned. As stated on page 2 of your January 20, 2015 letter you made it very clear that "the appellants are aware Mayor Molina has exercised the authority...to assume jurisdiction of this project... This appeal is being filed to ensure the residents a substantial voice as the applicant for the appeal." In light of this filing, the assumption of jurisdiction by the Mayor was terminated, to allow the appellants to proceed as desired.

The objectives noted above, as well as the full list of issues and items included in your January 20<sup>th</sup> letter and subsequent verbal and written communications between you, your representatives, and City staff, were vetted during the city "project review" phase. Consideration was conducted through direct one-on-one staff communications and during several organized city meetings with appellants, the developer, and staff from various city departments.

In accordance with Section 9.02.240 of the City's Municipal Code your Appeal was promptly scheduled for a City Council public hearing. Public noticing for the hearing was performed in accordance with established city regulations and included publishing in a newspaper of general circulation, posting at established city locations and the project site, and direct mailings to property owners within three-hundred feet of the development site.

In preparation for each public hearing before the City Council, a comprehensive staff report was prepared, including revisions to conditions of approval. The staff report included a point by point response to each of the issues raised in your January 20, 2015 Appeal letter and other submitted materials. At your request(s), the City Council was asked to push the hearing date out to allow appellants to work through interests with the developer. In light of those requests, the City Council made decisions to continue the hearing date on multiple occasions.

With interests of the appellants' still unresolved, and in consideration of potential legal action against the project noted by you and other appellant representatives, the developer elected to submit a letter withdrawing their project from further consideration by the City. The letter of withdrawal was submitted on March 24, 2015 prior to the City Council meeting. In light of this action by the developer further consideration by the City Council became moot. As requested by you and your representative Ms. Kathleen Dale at the March 24, 2015 City Council meeting, the opportunity for appellants to speak on this matter before the City Council was explained as an available option under the general public comments portion of the agenda. While we understand some speaker cards were submitted, none of the speakers were present for public comments when the public comments agenda item was resumed at 9:00 pm.

Letter to John Villa  
April 16, 2015  
Page 3

Your Appeal was effectively terminated on March 24, 2015 as a result of the developer's withdrawal of the project (i.e. applications PA14-0032 and PA14-0033). The termination of your Appeal is the prerequisite under Section 9.01.150(B) of the City Municipal Code, and is the point at which the City may initiate consideration of a refund of development fees paid. Your Appeal had already advanced to "Stage 6" of the processing by February 10, 2015 (the first noticed City Council hearing date). The Stage of processing is the criteria shown in the refund Table in Section 9.01.150(B) of the City Municipal Code (Attached). Stage 6 of the processing is where either a public hearing is held or a decision rendered. At Stage 6 the refund percentage authorized is "0" percent. As no public hearing, with public testimony, was held on the Appeal and no City Council decision was made on the Appeal, the refund percentage available at Stage 5 has been considered. At Stage 5 of the proceedings a refund of 10 percent (10%) may be made. Ten percent of your filing fee is seventy-five dollars and no cents (\$75.00).

City expenses incurred as a result of multiple public noticing, multiple staff reports, multiple "project reviews" and multiple meetings conducted to respond to the appellants' interests have more than fully exhausted the \$750.00 filing fee. Absent the filing of an Appeal, no further effort or expenses by the City related to your Appeal would have been necessary. It is noted that as a direct result of your Appeal, your intended purpose for the Planning Commission's decisions to be overturned was effectively achieved.

As explained above, in accordance with Section 9.01.150 of the City's Municipal Code, the proceedings on your Appeal were deemed to have terminated at Stage 5 of the proceedings. A check in the amount of seventy-five dollars and no cents (\$75.00) will be mailed out to you by our Finance Department on April 28, 2015.

Sincerely,



Richard J. Sandzimir  
Planning Official

Enclosure: City of Moreno Valley Municipal Code Section 9.01.150 – Refund of Fees

c: All parties listed in the appeal filed with the City of January 20, 2015  
(See attached list)

Letter to John Villa  
April 16, 2015  
Page 4

## LIST OF APPELLANTS

Juan C. Corona  
Paulino Barraza  
Pedro Morelos  
Maria Morelos  
Emmanuel Vasquez  
Gustavo Jacobo  
Erika Olvera  
Jane Leathers  
William B.  
Rogelio & Maria Ramirez  
Hector Gradilla  
Rosa Suarez  
Jeri Roberts  
Froyian Felix  
Rafael Ramirez  
Alfredo Licea  
Marta H. Arreola  
Francisca Juarez  
Janel Olsen  
Eliceo Valencia  
Juana Guillermo



**9.01.150 Refund of fees.**

A. Purpose and Intent. The purpose and intent of this section is to establish a uniform schedule by which to refund application fees.

B. Projects that Require a Hearing or Public Notice. Whenever an application that requires a public hearing or public notice is terminated for any reason, upon request of the applicant, a refund of fees paid may be made by the community development department in accordance with the following schedule; if any portion of the application fee has been paid out by the community development department to another jurisdiction or agency for services to be rendered in connection with the application, no refund of that portion of the fee shall be made by the community development department to the applicant:

Stage in Processing	Refund Percentage
1. Application accepted by the department but no project review begun	100
2. Project review begun, but project not reviewed by the project review staff committee or other city committee	80
3. Application reviewed by the project review staff committee or other city committee	40
4. Hearing advertised or public notices sent	30
5. Planning commission staff report or conditions of approval prepared	10
6. Public hearing held or decision rendered	0

C. Projects that Do Not Require Public Notice. A refund of one hundred (100) percent will be made if no project review has begun. A refund of fifty (50) percent of the fee paid will be made in association with an application that is withdrawn prior to approval or denial of such application. (Ord. 694 § 1.1, 2005; Ord. 528 § 1.8, 1997; Ord. 475 § 1.2, 1995; Ord. 398 § 1.11, 1993; Ord. 359, 1992)

**9.01.150 Refund of fees.**

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## Section 10 - Miscellaneous Fees and Charges

	<u>Unit</u>	<u>Current Fee</u>
Council Chamber Room Rental	per Day	\$ 132.00
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	\$1,557.00
Housing Assistance Financial Analysis Charge		City Cost
Mileage for City employee appearances	per Mile	IRS allowable rate
Motion Picture Permit	Each	\$ 393.00
<u>Copies</u> *		
Black & White	per Page	\$ 0.20
Color	per Page	\$ 0.75

\* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena City cost as provided for in California Evidence Code Section 1563

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

**Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.**

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.



## Report to City Council

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**TO:**

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** May 26, 2015

**TITLE:** TRAVEL AND RELATED BUSINESS EXPENSES  
(ELECTED OFFICIALS) POLICY 3.20 REVISION

---

### **RECOMMENDED ACTION**

**Recommendation: That the City Council:**

1. Provide staff direction on revisions to the policy.

### **SUMMARY**

This item was continued from the April 28, 2015 for further review and discussion. One suggested change would obligate a City Council Member to reimburse the City from his/her personal funds for any cost associated with an absence from an event where the City incurred the cost associated with the Council Member's scheduled attendance.

### **DISCUSSION**

Government Code Section 53232.2 effective January 1, 2006, AB 1234 addressed three areas of compensation for elected officials: a) salaries/stipends/per diem, b) reimbursement for expenses, and c) ethics training. AB 1234 requires all local agencies which provide reimbursements to members of its legislative body, to adopt a written policy identifying what expenses qualify for reimbursement and requiring the filing of expense reports. The City has adhered to this requirement by the adoption of Policy 3.20. Policy 3.20 Travel and Related Business Expenses (elected officials) was adopted on July 11, 2006.

While conducting research through the City Clerk's League of California cities' listserv, the majority of cities have adopted policies. There were three cities that did not have a policy in place. In reviewing other cities policies, the City of Moreno Valley's policy is comparable to other cities in California.

As discussed during the April 28, 2015 Regular City Council Meeting, the City's current practice on reservations is to notify the agency holding the event when an absence is occurring. However, in most cases the City is still obligated to pay for the Council Member. Staff does not track Council Member's attendance to events and the agency holding the event does not report back to City staff.

Additional discussion was held regarding Council paying fees associated with an event and then the official being reimbursed for the cost by the City.

The language proposed for addition to Policy 3.20 is outlined in the attached document, and shown below:

"In the event that a City Council Member fails without good cause to attend an event for which the City has incurred an unrecoverable cost, the Council Member shall reimburse the City the full amount of the advanced cost from his or her personal funds. For purposes of this section, "good cause" shall be limited to a documented illness, family emergency or transportation delay outside the control of the Council Member."

### **ALTERNATIVES**

Approve the proposed update to Policy 3.20, as outlined in Attachment 1.

Do not update the policy, which will result in no change to the current policy.

### **FISCAL IMPACT**

None

### **NOTIFICATION**

Publication of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Jane Halstead, City Clerk

Department Head Approval:  
Jane Halstead, City Clerk

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. Policy 3.20\_Travel Expenses Elected Officials\_red-lined

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/15 5:15 PM
City Attorney Approval	<u>✓ Approved</u>	5/21/15 4:33 AM
City Manager Approval	<u>✓ Approved</u>	5/21/15 10:14 AM

## TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)

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**PURPOSE:** AB 1234 requires the adoption of reimbursement policies that specify necessary and reasonable expenses that demonstrate a substantial benefit to the City. Some of these necessary and reasonable expenses that would be beneficial to the City include:

1. Discussing community concerns with regional, state and national government representatives;
2. Participating in regional, state and national organizations whose activities affect the City;
3. Attending educational seminars designed to improve the skills and information levels of officials; and
4. Promoting public service and morale by recognizing such service.

This policy establishes business expense guidelines for members of the City Council subject to the Ralph M. Brown Act and California Constitution provisions governing open meetings, including the City Council, pursuant to the requirements of AB 1234. It specifies the kinds of activities that will be reimbursable for expenses incurred in the performance of their official duties. The rates of reimbursement are specified for travel, meals, lodging and other related expenses. This policy also applies to any charges made to a City credit card (Cal-Card), cash advances or other line of credit. If an official wishes to seek reimbursement for something that has not been adopted by this policy, then the official has the option of seeking prior approval for such reimbursement by action of the City Council. If officials choose to upgrade a related travel/business service or accommodation, they may do so at their own expense.

### POLICY:

#### I. General Standards

##### A. Authorized Expenses

1. City funds, equipment, supplies (including letterhead), and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:
  - a. Communicating with representatives of regional, state and national government on City adopted policy positions;
  - b. Attending educational seminars designed to improve the skill and information levels of officials;
  - c. Participating in regional, state and national organizations whose activities affect the City's interests;
  - d. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
  - e. Attending City and community events as a representative of the City;

---

Approved by: City Council  
July 11, 2006

Revised \_\_\_\_\_

### TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)

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- f. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member; and
  - g. Attending meetings such as those listed above for which a meeting stipend is expressly authorized under this policy.
2. All other expenditures require prior approval by the City Council. The following expenses also require prior City Council approval:
- a. International and out-of-state travel;
  - b. Expenses which exceed the annual limits established for each office holder; and
  - c. Expenses exceeding \$3,000 per trip.

#### B. Unauthorized Expenses

1. Examples of personal expenses that the City will not reimburse include, but are not limited to:
- a. The personal portion of any trip;
  - b. Political or charitable contributions or events;
  - c. Family expenses, including partners' expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
  - d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
  - e. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
  - f. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

#### C. Cash Advance Policy

On occasion, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the Finance Department no later than 7 working days prior to the need for the advance with the following information:

- 1. The purpose of the expenditure(s);
- 2. The benefits of such expenditure to the residents of the City;
- 3. The anticipated amount of the expenditure(s) (for example: hotel rates, meal costs and transportation expenses); and

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Approved by: City Council  
July 11, 2006

Revised \_\_\_\_\_



## TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)

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### 4. The dates of the expenditure(s).

Any unused advance must be returned to the City treasury within two business days of the official's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

In the event the Finance Department is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

### D. Credit Card Use Policy

The City does not issue credit cards to individual office holders but does have an agency credit card for selected City expenses. City office holders may use the City credit card for such purposes as airline tickets and hotel reservations by following the same procedures as for cash advances. Receipts documenting expenses incurred on the City credit card and compliance with this policy must be submitted within five business days ~~of use~~ from the end of the trip.

City credit cards may not be used for personal or other non-City expenses, even if the official subsequently reimburses the City.

## II. Travel

### A. Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

1. Airfare – Airfares that are equal to or less than those available through the California Statewide Travel Program – Preferred Airlines and Discounts~~Enhanced Local Government Airfare Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)), California State Association of Counties and State of California (<http://www.esac.counties.org/default.asp?id=635>)~~ which are presumed to be the most economical and reasonable for purposes of reimbursement under this policy <http://www.dgs.ca.gov/travel/Programs/Airfare.aspx>.
2. Automobile – Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* [www.irs.gov](http://www.irs.gov)). ~~For 2006, the rate is 44.5 cents per mile. Beginning January 1, 2015, the standard mileage rates for the use of a car, van, pickup or panel truck is 57.5 cents per mile.~~ These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle.<sup>1</sup> This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.
3. Car Rental – Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelsmart.com/default.htm>) and the CA State Employee Rental Rates for vehicles, which shall be considered the most economical and reasonable for purposes of reimbursement under this policy (<http://www.documents.dgs.ca.gov/ofa/Travel/CarRental/CarRentalRates1.1.2015-12.31.2015.pdf>).

Approved by: City Council  
July 11, 2006

Revised \_\_\_\_\_

### TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)

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4. Taxis/Shuttles – Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.
5. Reasonable incidental travel costs such as parking, tips, gratuities, etc. shall be reimbursed.
6. Expenses for which City officials receive reimbursement from another agency are neither reimbursable nor reportable through the City.

#### B. Lodging

Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1. Conferences/Meetings – If such lodging is in connection with a conference, lodging expenses shall not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
2. Other Lodging – Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelmart.com/lodguideframes.htm>. Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.
  - a. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence reimbursable, when available.

#### C. Meals

This policy recognizes that legislative and other regional, state and federal agency business is frequently conducted over meals; sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns. Each meal expenditure must comply with the limits and reporting requirements of local, state and federal law.

1. Reimbursable meal expenses and associated gratuities will not exceed the following rates:
  - a. Breakfast: \$12
  - b. Lunch: \$18
  - e- Dinner: ~~\$34~~ \$36.00
2. Such amounts will be annually adjusted to reflect changes in the cost of living in accordance with statistics published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, all urban consumers for the Southern California area. (The annual adjustment will be based on this area whether travel is within the area or not.)

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Approved by: City Council  
July 11, 2006

Revised \_\_\_\_\_

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**TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**


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3. The City will not pay for alcohol/personal bar expenses.

**III. Communications****A. Telephone/Fax/Cellular**

Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

**B. Internet**

Officials will be reimbursed for reasonable Internet access connection and/or usage fees away from home, if Internet access is necessary for City-related business.

**IV. Expense Reporting Requirements****A. Form Content and Submission Deadline**

1. All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the City. This form shall contain the following advisory:

*All expenses reported on this form must comply with the City's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City's policies may include loss of reimbursement privileges, restitution, civil and criminal penalties and/or state and federal income tax liability.*

2. Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.
3. Officials must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.
4. All expenses are subject to verification that they comply with this policy.

**B. Reports to Legislative Bodies**

At the following meeting of the City Council, each official shall briefly report on meetings attended at City expense. The report may be either a written or oral report. The report should be designed to comply with Brown Act requirements. The report need not disclose details of confidential conversations, but shall disclose the date and place of the meeting and its general subject matter. If multiple officials attended the same event, a joint report may be made.

**C. Compliance With Laws**


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Approved by: City Council  
July 11, 2006

Revised \_\_\_\_\_

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**TRAVEL AND RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**


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City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. For example, meals are considered “gifts” to legislators that must be reported by them if the total value of gifts given from the City exceeds \$50 in a year; there also is an annual gift limit. All agency expenditures are public records subject to disclosure under the Public Records Act.

D. Violation of this Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges;
2. A demand for restitution to the City;
3. The City reporting expenses as income to the elected official to state and federal tax authorities;
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used pursuant to state law; and
5. Prosecution for misuse of public resources.

E. Personal Reimbursement

In the event that a City Council Member fails without good cause to attend an event for which the City has incurred an unrecoverable cost, the Council Member shall reimburse the City the full amount of the advanced cost from his or her personal funds. For purposes of this section, “good cause” shall be limited to a documented illness, family emergency or transportation delay outside the control of the Council Member.

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Approved by: City Council  
July 11, 2006

Revised \_\_\_\_\_



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Betsy Adams, Parks & Community Services Director

**AGENDA DATE:** May 26, 2015

**TITLE:** CONSIDER A POTENTIAL FIRST REVISION TO GENERAL MANAGEMENT POLICY #2.44 ON ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED "OFFICIAL CITY GROUPS" AND THE ANNUAL SPONSORSHIP OF THE MORENO VALLEY CULTURAL ARTS FOUNDATION

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Respectfully decline a request from the Moreno Valley Cultural Arts Foundation (MVCAF) for a \$5,000 sponsorship via a Fiscal Year 2014/2015 budget appropriation from the Community Services District Zone A fund balance.
2. Should the Council wish to provide sponsorship funding to the MVCAF, consider a potential first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," to add a second option for "Official City Groups" designation.
3. Should the Council wish to provide sponsorship funding to the MVCAF, consider whether to designate the Moreno Valley Cultural Arts Foundation as an Official City Group under the second option for the Vanguard Art Gallery.

The Parks and Recreation Commission, after reviewing this item at a Special Meeting on April 23, 2015, recommends that the City Council not approve the proposed revision to General Management Policy #2.44, which negates any related actions.

*Staff recommends approval of Recommendation #1.*

### **SUMMARY**

This report presents, for the City Council decision, a request for sponsorship funding from the Moreno Valley Cultural Arts Foundation. Should the Council wish to provide such funding, this report presents a possible first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," to add a second option for designating non-profit Moreno Valley community-based groups as "Official City Groups" for providing a facility devoted to the arts at which quasi-professional performances or events are offered at no cost or low cost to the community. If the first revision is approved, the City Council could then consider Official City Group sponsorship for the Moreno Valley Cultural Arts Foundation for the Vanguard Art Gallery.

*Consistent with the recommendation from the Parks and Recreation Commission, the Parks and Community Services Department, along with the City Manager's Office recommend that the City Council neither provide sponsorship funding to the MVCAF nor approve a revision to General management Policy \$2.44.*

## **DISCUSSION**

The discussion for this staff report is provided in two subsections below.

### **Background**

The following information provides the history on Official City Groups and on the potential sponsorship of the Moreno Valley Cultural Arts Foundation (MVCAF) as an Official City Group.

- Two non-profit Moreno Valley community-based cultural and performing arts groups are currently designated as Official City Groups by the City Council.
- The Moreno Valley Community Band received Official City Group designation on November 13, 1990.
- The Moreno Valley Master Chorale received Official City Group designation on December 8, 1998.
- On December 13, 2005, the City Council approved General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups" and appropriated from the General Fund \$2,000 for each Official City Group for Fiscal Year (FY) 2005/2006.
- On June 27, 2006, the City Council approved the FY 2006/2007 budget, which increased the Official City Group funding to \$5,000 each in the Community Services District (CSD) Zone A budget. Sponsorship funding at this level, in the Zone A budget, has been approved by the City Council in each subsequent fiscal year.
- In early 2013, the City Manager at that time approved a \$5,000 sponsorship for the MVCAF and directed the Parks and Community Services Department to execute an

agreement similar to those in place for the Moreno Valley Community Band and the Moreno Valley Master Chorale. Neither the agreement nor a budget appropriation was taken to the City Council for ratification.

- On June 23, 2014, the MVCAF submitted a written request for a \$5,000 sponsorship for FY 2014/2015. The current City Manager directed the Parks and Community Services Department to research the City's sponsorship program for cultural and performing arts groups and to provide an option for the City Council to consider approving sponsorship funding for the MVCAF. The research identified revisions to General Management Policy #2.44, which, if approved by the Council, would allow for the MVCAF to be considered for designation as an Official City Group and thus eligible for annual sponsorship.
- At the City Council Meeting on November 18, 2014, the Mayor requested the proposed first revision to General Management Policy #2.44 be removed from the agenda. The Mayor subsequently advised the City Manager that the item could be scheduled for a future agenda and that the Council needed to review the proposed sponsorship agreement with the MVCAF as part of the agenda item.
- Staff also received inquiries from various members of the City Council as to whether funding for the proposed sponsorship of MVCAF could be the City's General Fund instead of from the CSD's Zone A Fund.
- Approval of the first revision to General Management Policy #2.44 and sponsorship of the MVCAF was scheduled for the City Council Meeting on February 24, 2015. It was pulled from the agenda, prior to agenda publication, when the MVCAF expressed concern with a clause in the draft sponsorship agreement that precluded officers and representatives of the MVCAF from serving on the City's Arts Commission during periods when sponsorship is provided. After this occurred, the City Manager's Office requested that a Commission recommendation be obtained prior to the proposed first revision of General Management Policy #2.44 being brought back to the Council for consideration.

#### Parks and Recreation Commission

The Parks and Recreation Commission was asked to consider and make recommendations on the proposed first revision to General Management Policy #2.44, the potential annual sponsorship of the MVCAF as an Official City Group, and whether officers or representatives of the MVCAF serving on the City's Arts Commission during sponsorship periods is consistent with the City's Standards of Ethics, Personnel Policy #5.20. The Commission held a Special Meeting on April 23, 2015 for this purpose and made the following recommendations.

- Recommendation #1: General Management Policy #2.44 should not be revised to allow for a group which provides a facility devoted to the arts. (8-Ayes, 0-Noes, 1-Abstain)
- Recommendation #2: If the City Council approves the first revision to General

Management Policy #2.44, the MVCAF should not be designated an Official City Group eligible for \$5,000 annual sponsorship of the Vanguard Art Gallery. (5-Ayes, 3-Noes, 1-Abstain)

- Recommendation #3: If the City Council designates the MVCAF as an Official City Group, officers or representatives of the MVCAF should not be eligible to serve on the City's Arts Commission during periods when sponsorship funding is provided. (9-Ayes, 0-No, 0-Abstain)

While members of the Parks and Recreation Commission expressed support for the arts, the general consensus was there are other Moreno Valley performing arts groups worthy of future sponsorship consideration under General Management Policy #2.44 as it is currently adopted by the City Council.

### **ALTERNATIVES**

1. Approve Recommendation #1, to respectfully decline a request from the Moreno Valley Cultural Arts Foundation for a \$5,000 sponsorship via a Fiscal Year 2014/2015 budget appropriation from the Community Services District Zone A fund balance. Under this alternative General Management Policy #2.44 would remain as previously adopted by the Council and the MVCAF would not receive sponsorship as an Official City Group. This would not preclude the Council from considering other funding requests from the MVCAF such as providing matching funds for grants. *This alternative is consistent with the recommendations from the Parks and Recreation Commission, and reflects staff's recommendation.*
2. Approve the request from the Moreno Valley Cultural Arts Foundation for a \$5,000 sponsorship via a Fiscal year 2014/2015 budget appropriation from the Community Services District Zone A fund balance by taking the following actions:
  - a. Approve the first revision to General Management Policy #2.44; and
  - b. Designate the MVCAF as an Official City Group under the second option for the Vanguard Gallery, and the funding source for the annual sponsorship of the MVCAF would be the CSD Zone A fund.

*Staff does not recommend this alternative.*

3. Approve the request from the Moreno Valley Cultural Arts Foundation for a \$5,000 sponsorship via a Fiscal year 2014/2015 budget appropriation from an alternative source of funding by taking the following actions:
  - a. Approve the first revision to General Management Policy #2.44; and
  - b. Designate the MVCAF as an Official City Group under the second option for the Vanguard Gallery, and identify an alternative funding source for the annual sponsorship of the MVCAF would be the CSD Zone A fund.



Staff does not recommend this alternative.

- 4. Do not approve any of the alternatives above and provide further direction to staff.

**FISCAL IMPACT**

There is no fiscal impact for Recommendation #1.

Approving Alternative #2 would authorize a \$5,000 budget appropriation for Fiscal Year 2014/2015 from the CSD Zone A fund balance to the Community Services Contractual Services Budget (GL Account #5011-50-58-35311-625099).

Fund	GL Account No.	Type (Rev/Exp)	FY 2014/15 Budget	Proposed Adjustments	FY 2014/15 Amended Budget
Zone A	5011-50-58-35311-625099	Exp	\$10,000	\$5,000	\$15,000

Designating the MVCAF as an Official City Group eligible for annual sponsorship increases CSD Zone A financial support to the arts in Fiscal Year 2014-2015 as summarized in the table below:

Description	Amount
Annual Sponsorship of Moreno Valley Community Band	5,000
Annual Sponsorship of Moreno Valley Master Chorale	5,000
Annual Sponsorship of Moreno Valley Cultural Arts Foundation	5,000
Arts Commission Operating Budget	3,500
<b>Total</b>	<b>\$18,500</b>

Approving Alternative #3 would authorize a budget appropriation for Fiscal Year 2014/2015 from an alternative funding source to the Community Services Contractual Services Budget (GL Account #5011-50-58-35311-625099).

It should be noted that approving either alternative #2 or #3 would also approve an on-going annual sponsorship of the MVCAF as an Official City Group. Currently the Official City Group funding level is \$5,000 annually. With the approval of the first revision to General Management Policy #2.44, the funding level will be established each year through adoption of the City’s annual budget.

**NOTIFICATION**

Posting of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Betsy Adams  
Parks & Community Services Director

Department Head Approval:  
Betsy Adams  
Parks & Community Services Director

Concurred By:  
Thomas M. DeSantis  
Assistant City Manager

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

1. General Management Policy #2.44 as approved on 12\_13\_05
2. Proposed first revision to General Management Policy #2.44
3. Draft MVCAF Sponsorship Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/15/15 7:31 AM
City Attorney Approval	<u>✓ Approved</u>	5/19/15 9:47 AM
City Manager Approval	<u>✓ Approved</u>	5/19/15 11:12 AM

**ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED  
“OFFICIAL CITY GROUPS”**

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**PURPOSE:** The purpose of this policy is to specify the types of assistance that will be provided to cultural and performing arts groups that are designated as “Official City Groups” by the City Council. Groups eligible for that designation must be 501(c3) non profit Moreno Valley community-based groups comprised mostly of Moreno Valley residents that at least perform at a quasi-professional level, perform frequently in the City of Moreno Valley and provide occasional free performances open to the community that occasionally draw audiences of 100 or more.

**POLICY:**

**I. Annual Assistance**

- A. Sponsorship. The City will provide each designated Official City Group with a \$2,000 per year sponsorship. In return, each group agrees to perform, upon request and without further payment, a minimum of two city-sponsored events at mutually agreeable times. Once scheduled, groups should not cancel scheduled performances without good cause. Benefiting groups must acknowledge in their public relations materials and tickets that they are receiving a sponsorship from the city. Funding for the sponsorship is subject to funding budgeted for this purpose by the City Council in Program 161 and is at the sole option of the City Council.
- B. Campus Facility Availability. The City will provide 6 days per year when the banquet facility is available for performances open to the community. The 6 dates shall be non-prime time dates at the discretion of the City. The dates will be made available to eligible city-based groups that can provide a quasi-professional event that would reasonably attract an audience large enough to justify the use of the banquet facility. An audience of 100 or more would meet this standard. If admission fees are charged or donations are made toward the event, the City will be paid for the standard rental fee for the facility or half of the gross proceeds, whichever is less. If the concert is free, the facility is free except for direct expenses. Staff will work with the groups to minimize expenses.
- C. Priority of Usage. Requests for the usage in B above will be considered on an annual basis. The City will give groups designated as Official City Groups first priority for at least one date per year. If no competing demand, Official City Groups can use all six dates if available. The City will work with those requesting the facility to develop a rotation schedule in the event there is excess demand for this consideration. Performance schedules will be developed at least six (6) months in

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Approved by: City Council 12/13/05

**ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED  
“OFFICIAL CITY GROUPS”**

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advance of performance dates. As a general principle, the scheduled group will not be bumped from scheduled dates unless there is good cause or by mutual agreement. In the event that happens, the City will reschedule the performance at a mutually agreeable time.

- D. Obligations. Nothing in this policy shall be construed to create any legal obligation nor liability on the part of the city.

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Approved by: City Council 12/13/05

**ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED  
“OFFICIAL CITY GROUPS”**

**PURPOSE:** The purpose of this policy is to specify the types of assistance which may be provided to cultural and performing arts groups designated as “Official City Groups” by the City Council. Groups eligible for consideration by the City Council for Official City Group designation must be 501(c)3 non-profit Moreno Valley community-based performance groups comprised mostly of Moreno Valley residents that either (1) perform at a quasi-professional level, perform frequently in the City of Moreno Valley and provide occasional free performances open to the community that occasionally draw audiences of 100 or more or (2) provide a facility devoted to the arts at which such quasi-professional performances or events are offered at no cost or low cost to the community.

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**POLICY:**

**I. Annual Assistance**

A. Sponsorship. The City will provide each designated Official City Group with an annual sponsorship at a level specified in the City’s adopted operating budget each fiscal year. In return, each group agrees to perform, upon request and without further payment, a minimum of two city-sponsored events or to provide two arts oriented community events, at mutually agreeable times. Once scheduled, groups should not cancel scheduled performances without good cause. Groups must acknowledge in their public relations materials that they are an Official City Group receiving a sponsorship from the City. Funding for the sponsorship is subject to funding budgeted for this purpose by the City Council each fiscal year and is at the sole discretion of the City.

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B. Campus Facility Availability. The City will make the Grand Valley Ballroom available up to six (6) days per year for Official City Group performances open to the community. The dates shall be non-prime time dates at the discretion of the Parks and Community Services Department. The performances or events must be quasi-professional in quality and of sufficiently broad interest to attract an audience audience of 100 or more(not including family/friends of the performers). If admission fees are charged or donations are made toward the event, the City will be paid for the standard rental fee for the facility or half of the gross proceeds, whichever is less. Half of the gross proceeds must cover the direct costs to use the facility. If the concert is free, the facility is free except for direct expenses. Parks and Community Serviced staff will work with the groups to minimize expenses.

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Revised: 05/12//15  
Approved by: City Council 12/13/05

Attachment: Proposed first revision to General Management Policy #2.44 (1406 : CONSIDER A POTENTIAL FIRST REVISION TO GENERAL

**ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED  
"OFFICIAL CITY GROUPS"**

- C. Priority of Usage. Requests for the usage in B above will be considered on an annual basis. The Parks and Community Services Department will work with the Official City Groups requesting the facility to develop a rotation schedule, if more than six (6) days in aggregated are requested in a year. Performance schedules will be developed at least six (6) months in advance of performance dates. As a general principle, a scheduled group will not be bumped from scheduled dates unless there is good cause or by mutual agreement. In the event that happens, the Parks and Community Services Department will reschedule the performance at a mutually agreeable time.
  
- D. Obligations. Nothing in this policy shall be construed to create any legal obligation nor liability on the part of the city.

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Attachment: Proposed first revision to General Management Policy #2.44 (1406 : CONSIDER A POTENTIAL FIRST REVISION TO GENERAL

Revised: 05/12//15  
Approved by: City Council 12/13/05

**DRAFT - OFFICIAL CITY GROUP SPONSORSHIP AGREEMENT WITH  
MORENO VALLEY CULTURAL ARTS FOUNDATION  
FISCAL YEAR 2014-2015**

This Agreement is by and between the Moreno Valley Community Services District of the City of Moreno Valley, hereinafter referred to as “CSD”, and the Moreno Valley Cultural Arts Foundation, hereinafter referred to as “MVCAF.” This Agreement is made and entered into effective on the date the CSD signs the Agreement.

**RECITALS**

WHEREAS, the City Council on May 12, 2005 approved General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated Official City Groups; and

WHEREAS, the City Council on May 12, 2015 approved the first revision to Management Policy #2.44 to allow nonprofit Moreno Valley community-based groups which provide a facility devoted to the arts and which provides quasi-professional performances or events at no or low cost to the community to be considered for Official City Group designation; and

WHEREAS, the City Council on May 12, 2015 designated the MVCAF as the Official City Group for the Vanguard Art Gallery; and

WHEREAS, the City Council on May 12, 2015 approved a Fiscal Year 2014-2015 budget appropriation from the General Fund of \$5,000 for the sponsorship the MVCAF;

THEREFORE, the CSD and MVCAF, for the consideration hereinafter described mutually agree as follows:

**DRAFT - OFFICIAL CITY GROUP SPONSORSHIP AGREEMENT  
MORENO VALLEY CULTURAL ARTS FOUNDATION  
FISCAL YEAR 2014-2015  
Page 2**

**SCOPE OF SERVICES**

1. The MVCAF's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

**PAYMENT TERMS**

2. The CSD agrees to pay the MVCAF and the MVCAF agrees to receive a sponsorship of \$5,000 (five thousand dollars) for Fiscal Year 2014-2015.

3. The CSD shall make a lump sum payment to the MVCAF within 30 days of the effective date of this Agreement, less (1) \$562.00 owed to the Parks and Community Services Department for the insurance and rental of Mobile Stage for use at MVCAF's First Annual MoVal Dia De Los Muertos Fiesta on November 1, 2014 and (2) any past due balance owed to the Moreno Valley Electric Utility by MVCAF (Account Number 7013305-04).

**TIME FOR PERFORMANCE**

4. The MVCAF shall perform the work described on Exhibit "A" during Fiscal Year 2014-2015, which runs from July 1, 2014 through June 30, 2015.

**SPECIAL PROVISIONS**

5. To preclude any potential appearance of conflict, the MVCAF and the CSD agree that no officers or representatives of the MVCAF will be eligible to serve on the City's Arts Commission during periods when sponsorship funding is provided by the City of Moreno Valley or the CSD.

6. The MVCAF shall provide to the CSD a written accounting of the expenditures made with sponsorship by July 31, 2015.



**DRAFT - OFFICIAL CITY GROUP SPONSORSHIP AGREEMENT  
MORENO VALLEY CULTURAL ARTS FOUNDATION  
FISCAL YEAR 2014-2015  
Page 3**

7. The MVCAF's sponsorship for the subsequent fiscal year shall not be provided until after the CSD has received and reviewed written accounting for Fiscal Year 2014-2015, and is contingent upon a City Council approved Fiscal Year 2015-2016 budget appropriation.

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

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

10. The MVCAF will not unlawfully discriminate against any person in employment, membership, or performance decisions on the basis of race, religion, creed, color, national origin, sex, or age. The MVCAF will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

11. The MVCAF agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and each of their officers, agents, and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the MVCAF's employees and all the claims which arise from or are connected with the negligence or other tortious acts of the MVCAF and/or its officers, agents, employees, volunteers, or sub-contractors, or any other person acting for the MVCAF or under its control or direction; provided, however that this indemnification and hold harmless shall

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not include claims arising from the sole negligence or willful misconduct of the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, agents, or employees.

12. The MVCAF will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

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

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

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

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

The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or

Attachment: Draft MVCAF Sponsorship Agreement [Revision 1] (1406 : CONSIDER A POTENTIAL FIRST REVISION TO GENERAL

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cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

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

Moreno Valley Community Service District

Moreno Valley Cultural Arts Foundation

BY: \_\_\_\_\_  
Betsy M. Adams  
Director of Parks and Community  
Services

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

Attachment: Draft MVCAF Sponsorship Agreement [Revision 1] (1406 : CONSIDER A POTENTIAL FIRST REVISION TO GENERAL

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Exhibit "A"

The City Council approved the first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," which includes sponsorship for an Official City Group that provides a facility devoted to the arts at which quasi-professional performances or events are offered at no or low cost to the community.

The MVCAF, as City Council designated Official City Group meeting the criteria of this new category, will receive sponsorship under General Management Policy #2.44.

The sponsorship shall be used only for direct costs, not wages or benefits, related to the services provided below:

1. Operate the Vanguard Arts Gallery at the Stoneridge Towne Centre located at 27120 Eucalyptus Avenue, Suite H, Moreno Valley, CA 92555.
2. Acknowledge in public relations materials the sponsorship from the City.
3. List the City as a sponsor on printed promotional materials, MVCAF's website, Vanguard Art Gallery's website, and Vanguard Art Gallery's Facebook page.
4. Provide the following on-going free events which are open to the community:
  - a. Vanguard Outdoor Art Expo (third Saturday of the month)
  - b. Vanguard Poetry Reading (first Friday of the month)
  - c. Art Exhibitions (including periodic student art exhibitions)
  - d. Concerts (including periodic student performances)
5. Provide the following multi-cultural events at the Vanguard Cultural Arts Museum/Gallery in Fiscal Year 2014-2015:
  - a. People: Subjects of Interests, the Art of Chick Curtis from July 19<sup>th</sup> through August 31<sup>st</sup>
  - b. Bernard Hoyes Giving Praise exhibition from September 6<sup>th</sup> through October 5<sup>th</sup>
  - c. Giving Praise artist reception on September 6<sup>th</sup>
  - d. First Annual MoVal Dia De Los Muertos Fiesta on November 1<sup>st</sup>
  - e. Third Annual Project Rudolph event on November 8<sup>th</sup>
  - f. From Lagos to Moreno Valley: A Celebration of Black History Month art exhibit from January 31<sup>st</sup> through March 7<sup>th</sup>
  - g. Lagos to Moreno Valley artists' reception on February 21<sup>st</sup>
  - h. Printmakers Denise Kraemer and Jesus Cruz art exhibit from March 11<sup>th</sup> through April 19<sup>th</sup>

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- i. Printmakers artists reception on March 21<sup>st</sup>
  - j. Classical piano recital by Dr. Alma Batista on April 18<sup>th</sup>
  - k. Second Annual Empty Bowl Project Exhibition on May 17<sup>th</sup>
  - l. Jazz piano recital by Stephanie Trick on May 19<sup>th</sup>
  - m. Second Annual Empty Bowl Auction on June 5<sup>th</sup>
6. Provide and/or partner with local schools and nonprofit organizations on activities such as the Empty Bowl Project.
  7. Provide the City's Parks and Community Services Department booth space, at no cost, at MVCAF/Vanguard Art Gallery community events such as the Dia de los Muertos Fiesta.
  8. Participate in the City's community events, provided through the Parks and Community Services Department, including the following:
    - a. YouthFest (MVCAF to receive booth space at no cost)
    - b. Project Rudolph at ArtoberFest (MVCAF to receive booth space at no cost)