



**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**

**September 6, 2016**

**REGULAR MEETING – 6:00 PM**

**City Council Study Sessions**

Second Tuesday of each month – 6:00 p.m.

**City Council Meetings**

Special Presentations – 5:30 P.M.

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

**City Council Closed 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 Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Mayor Pro Tem  
Jesse L. Molina, Council Member

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**September 6, 2016**

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

**SPECIAL PRESENTATIONS**

1. National Preparedness Month - Proclamation
  
2. Proclamation Honoring and Recognizing Cesar Fuentes for Act of Heroism
  
3. Business Spotlight
  - a) El Rancho Mexican Food (District 4)
  - b) Massage Envy (District 3)

**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  
SEPTEMBER 6, 2016**

**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 Sharon Philpot, Wesleyan Christian 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 Sergeant-at-Arms. 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 - SPECIAL MEETING - JUN 14, 2016 5:55 PM

**Recommendation:** Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JUN 21, 2016 6:00 PM

**Recommendation:** Approve as submitted.

- A.4. REPORTS ON REIMBURSEABLE ACTIVITIES May 27, 2016 - July 31, 2016 (Report of: City Clerk)

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of May 27, 2016 - July 31, 2016.

- A.5. APPROVE THE KITCHING STREET 115KV INTERCONNECTION FACILITIES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SOUTHERN CALIFORNIA EDISON (SCE) (Report of: Financial & Management Services)

**Recommendations:**

1. Approve the Kitching Street 115kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between the City of Moreno Valley and SCE.
2. Authorize the City Manager to execute the Agreement on behalf of the City.
3. Authorize the issuance of a Purchase Order once the Agreement has been fully executed. Authorize the City Manager to approve any necessary Purchase Order changes in accordance with the terms of the Agreement.



A.6. AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BID (Report of: City Manager)

**Recommendations:**

1. Waive the formal bidding requirements for technology annual maintenance payments.
2. Waive the insurance requirements for technology annual maintenance payments that do not require on-site maintenance.
3. Authorize the City Manager, or designee, to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed \$1,167,070 (\$1,067,070 contractual payments and \$100,000 or 9.3 percent contingency) during Fiscal Year 2016-17.

A.7. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2017 THROUGH JUNE 30, 2017 (ROPS 16-17B) (Report of: Financial & Management Services)

**Recommendations: That the City Council as Successor Agency:**

1. Adopt Resolution No. SA 2016-02. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule and Administrative Budget for the Period of January 1, 2016 through June 30, 2017 (ROPS 16-17B), and Authorizing the City Manager acting for the Successor Agency or her Designee to Make Modifications Thereto.
2. Authorize the transmittal of the ROPS 16-17B, for the period of January 1, 2016 through June 30, 2017, including Administrative Budget for the said period, to the Oversight Board for review and approval.

A.8. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES (Report of: Public Works)

**Recommendations:**

1. Approve an Independent Contractor Agreement with Leivas Lighting,

Inc., 6320 Brockton Ave., Suite A, Riverside, CA 92506, to provide landscape lighting and electrical maintenance services within the City and Moreno Valley Community Services District landscape maintenance districts ("Agreement") for \$23,750.00 for fiscal year 2016/17.

2. Authorize the City Manager to execute the Agreement with Leivas Lighting, Inc.
3. Authorize the issuance of a purchase order for fiscal year 2016/17 to Leivas Lighting, Inc. in the not-to-exceed (NTE) amount consistent with the approved Agreement.
4. Authorize the City Manager to execute subsequent extensions or amendments to the Agreement, including the authority to authorize purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations and program approvals have been granted by the City Council, which may include potential contingencies for unanticipated work.

A.9. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 6/30/16 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of June 30, 2016.

A.10. PAYMENT REGISTER - JUNE 2016 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

A.11. RATIFICATION OF GRANT APPLICATIONS FOR CYCLE 8 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) (Report of: Public Works)

**Recommendation:**

1. Ratify submitted grant applications for Cycle 8 of the Highway Safety Improvement Program (HSIP).

A.12. AWARD TO SCOTT EQUIPMENT FOR THE REPLACEMENT PURCHASE OF ONE PARKS TRACTOR (Report of: Public Works)

**Recommendations:**

1. Award to Scott Equipment, Fontana, CA, for the purchase of one 2016 New Holland Tractor, and
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Scott Equipment in the amount of \$71,190.36.
3. Authorize the City Manager to execute any subsequent related Purchase Order changes subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.13. AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF SIX PARKS MAINTENANCE MOWERS, ONE PARKS MAINTENANCE AERATOR AND FIVE PARKS MAINTENANCE UTILITY VEHICLES (Report of: Public Works)

**Recommendations:**

1. Award to Turf Star, Bermuda Dunes, CA, for the purchase of three 2016 Toro Greensmaster 3300 mowers, and
2. Award to Turf Star, Bermuda Dunes, CA, for the purchase of two 2016 Toro Groundsmaster 360 and 3500-D mowers, and
3. Award to Turf Star, Bermuda Dunes, CA, for the purchase of one 2016 Toro Reelmaster 5510-Dmower, and
4. Award to Turf Star, Bermuda Dunes, CA, for the purchase of one 2016 Toro ProCore 648 aerator, and
5. Award to Turf Star, Bermuda Dunes, CA, for the purchase of five 2016 Toro Workman HD utility vehicles, and
6. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Turf Star in the amount of \$385,027.23.
7. Authorize the City Manager to execute any subsequent related Purchase Order changes subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.14. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

**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 - SPECIAL MEETING OF JUNE 14, 2016 (See A.2)

**Recommendation:** Approve as submitted.

- B.3. MINUTES - REGULAR MEETING JUNE 21, 2016 (See A.3)

**Recommendation:** Approve as submitted.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

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

- C.2. MINUTES - SPECIAL MEETING OF JUNE 14, 2016 (See A.2)

**Recommendation:** Approve as submitted.

- C.3. MINUTES - REGULAR MEETING JUNE 21, 2016 (See A.3)

**Recommendation:** Approve as submitted.

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

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

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

- D.2. MINUTES - SPECIAL MEETING OF JUNE 14, 2016 (See A.2)

**Recommendation:** Approve as submitted.

- D.3. MINUTES - REGULAR MEETING JUNE 21, 2016 (See A.3)

**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 Sergeant-at-Arms.

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

**G. REPORTS**

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

Box Springs Mutual Water District (BSMWD)

G.2. 2016 SUMMER AT CITY HALL PROGRAM UPDATE (Report of: City Clerk)

**Recommendations: That the City Council:**

1. Receive information about the Moreno Valley 2016 Summer at City Hall Program.

G.3. FILLING THE PLANNING COMMISSION VACANCY (Report of: Community Development)

**Recommendations: That the City Council:**

1. Appoint an Alternate Planning Commissioner to fill the vacant Planning Commissioner position with a Term expiring March 31, 2017.
2. Authorize the City Clerk, if the vacancy is not filled, to advertise the vacant Planning Commissioner position for appointment at a future date.

3. Authorize the City Clerk, if the vacancy is filled, to advertise the Alternate Planning Commissioner vacancy with a Term expiring April 28, 2017, for appointment at a future date.

G.4. REVIEW AND APPROVAL OF REVISED POSITION CONTROL (Report of: Administrative Services)

**Recommendations: That the City Council:**

1. Approve the reclassification of the Deputy Public Works Director/Assistant City Engineer to Capital Projects Division Manager/Assistant City Engineer and approve the corresponding job description.
2. Approve the retitling of the Senior Citizens Center Coordinator and Recreation Programs Coordinator classifications to Community Services Coordinator.
3. Approve the defunding of the Management Analyst (when the position becomes vacant) and refunding of the Facilities Maintenance Supervisor position in the Administrative Services Department, Purchasing & Facilities Division.
4. Approve Position Control Roster modifications based on any/all Council approvals of recommended actions outlined in this report. Specific positions are discussed within this staff report.

G.5. APPROVE THE FIRST REVISION TO GENERAL MANAGEMENT POLICY #2.44 TO INCLUDE A SECOND OPTION FOR OFFICIAL CITY GROUPS DESIGNATION, DESIGNATE THE MORENO VALLEY CULTURAL ARTS FOUNDATION AS AN OFFICIAL CITY GROUP, AND APPROPRIATE SPONSORSHIP FUNDING (Report of: Parks & Community Services)

**Recommendations: That the City Council:**

1. Approve the first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," to allow a second option for "Official City Groups" designation.
2. Designate the Moreno Valley Cultural Arts Foundation as an Official City Group under the second option for the Vanguard Art Gallery/Museum.
3. Approve a Fiscal Year 2016/2017 budget appropriation of \$5,000 from the Community Services District Zone A fund balance for the Official City Group sponsorship of the Moreno Valley Cultural Arts Foundation.

G.6. ADOPT A NEIGHBORHOOD PROGRAM (Report of: City Manager)

**Recommendations: That the City Council:**

1. Create an Adopt A Neighborhood Program for the City of Moreno Valley;
2. Direct staff to publicize this new program to foster partnerships between neighborhood residents, churches, civic organizations, community based non-profits and businesses to leverage resources for the enhancement of our community.

**G.7. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

**G.8. CITY ATTORNEY'S REPORT**

(Informational Oral Presentation - not for Council action)

**H. LEGISLATIVE ACTIONS**

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

H.1.1. INTRODUCE ORDINANCE NO. 913, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 8.42 TO TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING THE EXPEDITED PERMITTING PROCEDURE FOR ELECTRIC VEHICLE CHARGING STATION SYSTEMS (Report of: Community Development)

**Recommendation: That the City Council:**

1. Introduce Ordinance No. 913, an Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 8.42 to Title 8 of the City of Moreno Valley Municipal Code Establishing the Expedited Permitting Procedure for Electrical Vehicle Charging Station Systems.

H.1.2. INTRODUCTION OF AN ORDINANCE NO. 914 AMENDING SECTION 5.02.010 OF THE MUNICIPAL CODE DEFINING THE TERM "EMPLOYEE" (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Introduce Ordinance No. 914, an Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 5.02.010 of Title 5 of the City of Moreno Valley Municipal Code Relating to

Definition of "Employee".

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

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

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

### **PUBLIC INSPECTION**

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

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

### **ADJOURNMENT**



**CERTIFICATION**

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

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Marie Macias, MMC,  
Interim City Clerk

Date Posted: August 25, 2016

**MINUTES  
SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF MORENO VALLEY**

**SPECIAL MEETING – 6:00 PM  
June 14, 2016**

**CALL TO ORDER**

The Special Meeting of the City Council of the City of Moreno Valley was called to order at 9:21 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

**ROLL CALL**

Council:	Dr. Yxstian A. Gutierrez	Mayor
	George E. Price	Council Member
	Jesse L. Molina	Council Member
	D. LaDonna Jempson	Council Member
Absent:	Jeffrey J. Giba	Mayor Pro Tem
Staff:	Michelle Dawson	City Manager
	Steve Quintanilla	Interim City Attorney
	Leslie Keane	Interim City Clerk
	Benjamin Jones	Interim Deputy City Attorney
	Thomas M. DeSantis	Assistant City Manager
	Nick Henderson	Building & Safety Supervisor
	Steve Alvarado	Code Compliance Field Supervisor
	Allen Brock	Community Development Director
	Ewa Lopez	Deputy City Clerk

**A. PUBLIC HEARINGS**

A.1. PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE (Report of: City Attorney)

Mayor Gutierrez opened the public hearing. Public testimony was received from Rafael Brugueras, and Tom Jerele Sr. Both speakers expressed support for the City's proposed action.

**Recommendation:**

1. Conduct a public hearing on the proposed declaration of a public nuisance for property located at 24214 Jimson Place in Moreno

Minutes Acceptance: Minutes of Jun 14, 2016 5:55 PM (CONSENT CALENDAR-CITY COUNCIL)

Valley.

- 2. That the City Council adopt Resolution No. 2016-47 titled: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA DECLARING THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jesse L. Molina, Council Member
<b>SECONDER:</b>	George E. Price, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, George E. Price, Jesse L. Molina, D. LaDonna Jempson
<b>ABSENT:</b>	Jeffrey J. Giba

**ADJOURNMENT**

The meeting was adjourned in memory of victims of the recent Orlando, Florida, shooting, and former Moreno Valley School District Superintendent Nick Ferguson.

There being no further business, the Special Meeting was adjourned at 9:44 p.m.

Submitted by:

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Leslie Keane, Interim City Clerk

Minutes Acceptance: Minutes of Jun 14, 2016 5:55 PM (CONSENT CALENDAR-CITY COUNCIL)

**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**June 21, 2016**

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

**SPECIAL PRESENTATIONS**

1. Senior Community Center - Mayoral Proclamations
2. Officer of the Year - Officer Matthew Schmidt
3. Volunteer of the Year - Joshua Goins
4. National Parks & Recreation Month - Proclamation

**Minutes Acceptance: Minutes of Jun 21, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)**

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

**REGULAR MEETING – 6:00 PM  
June 21, 2016**

**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 6:07 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by James Baker

**INVOCATION**

Apostle Duane Spencer, End Time Ministries

**ROLL CALL**

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

**INTRODUCTIONS**

Staff:	Michelle Dawson	City Manager
	Paul Early	Assistant City Attorney
	Leslie Keane	Interim City Clerk
	Thomas M. DeSantis	Assistant City Manager
	Dena Heald	Financial Operations Division Manager
	Ahmad Ansari	Public Works Director/City Engineer
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief
	Terrie Stevens	Administrative Services Director
	Gabriel Garcia	Parks & Community Services Director

Minutes Acceptance: Minutes of Jun 21, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee  
Allen Brock  
Kathy Gross

Economic Development Director  
Community Development Director  
Executive Assistant

Mayor announced there was a request to approve adding an Urgency item by Public Works:

A Motion to add an Urgency Item to the Agenda was requested by Public Works, as the urgency of the item to be heard came up after the agenda had already been posted. The City Attorney advised, if approved, this urgency item would become the last report (Item G.7.) on the Agenda at which time a full staff report would be given.

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

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

Mayor Gutierrez announced there would be 30 minutes of public comments.

Public comments were received from:

Ms. Smith

1. Animal Shelter's recent pet adoption event
2. Lawsuit filed

Melissa Martinez

1. Neighborhood Works, a non-profit to bring a better quality of life to Moreno Valley (Revitalization, Rehabilitation, Beautification Efforts, and Youth Support Programs)
2. Summer Nights Program – seeking donations for forks, plates, spoons, cups and water for the kids

Debra Craig

1. Council Member Jempson

Roy Bleckert

1. Strive to do what's best for the City

Emil Dragovich

1. Political signs

JoAnn Stephan

1. Council Member Jempson

Victor Ramon DeLeon

1. Moreno Valley Senior Center

Santiago Hernandez

1. Council Member Jempson

Rafael Brugueras

1. Request to revise Resolution 2016-42 on June 7 to include for candidates and Council Members.

Robert Harris

1. Council Member Jempson

Leo Gonzalez

1. Sign ordinance and Scott Heveran's request for Ethics Committee

Evan Morgan

1. Change needs to be done with State Policy; Council Member Jempson

David Lara-Tellez

1. Council Member Jempson

Louise Palomarez

1. Council Member Jempson

Regina Brockmueller

1. Council Member Jempson

Sandra Murphy

1. Council Member Jempson

John Martin

1. Drug house in Sunnymead Ranch; Parolee house

Mayor Gutierrez asked if there were any Council Members who wished to have their closing comments at this time, which were received from:

Council Member Jempson

1. Veteran's Recognition Program at the Museum that was sponsored by Senator Roth and Congressman Takano; recognize all veteran's but there were six Veteran's that went over and above as far as serving our community past their military life; Cleveland Johnson, School Board Member and Bud Lupino, local business owner – thank you for serving our community
2. Successful Kick off – Moreno Valley Rocks and the movies – Glacier Blue did a wonderful job; new Cinderella was appreciated by all that were present, even

adults; the movies are every Friday and there will be Country music this coming Friday at 6:45 followed by a movie at 8:30

- 3. Citrus Escrow moved their location to Graham and Sunnymead Blvd., appreciative they stayed in Moreno Valley. A survey showed that there's not enough escrow companies in our community
- 4. June 29<sup>th</sup> is the Police Zoning meeting at TownGate Community Center at 7:00 p.m.; come ask questions and get answers concerning public safety
- 5. Cannot change the past; looking at others who wanted to serve their community, starting with boards and commissions. Spearheaded with two others, while on PTA, the local and state officials regarding the finger printing of all elected officials; will continue to serve and welcome those who want to help in the process.

Break;

Reconvened

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Gutierrez opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, with the exception of A.10, which was pulled for separate action

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

**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. ADOPT RESOLUTION NO. 2016-47 ACCEPTING PUBLIC RIGHT OF WAY FOR PORTIONS OF OLIVER STREET AND KALMIA AVENUE (Report of: Public Works)

**Recommendations:**

- 1. Adopt Resolution 2016-47, a Resolution of the City Council of the City of Moreno Valley, California, Accepting Dedication of Easements over Certain Property for Public Right of Way Purposes for Portions of Oliver Street between State Route 60 and Hemlock Avenue, Oliver



Street between Juniper Avenue and Kalmia Avenue, and Kalmia Avenue between Oliver Street and Moreno Beach Drive.

2. Direct the City Clerk to certify the acceptance of said dedication and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with said Resolution.

A.3. DISABILITY ACCESS CONSULTANTS PROFESSIONAL SERVICES AGREEMENT FOR SERVICES RELATED TO AMERICANS WITH DISABILITIES ACT AND PREPARATION OF THE CITY'S ADA TRANSITION PLAN (Report of: City Attorney)

**Recommendation:**

1. Approve the attached proposal submitted by Disability Access Consultants and direct the City Attorney's Office to prepare the requisite agreement and have the appropriate City officials execute the agreement on behalf of the City.
2. Approve the expenditure budget adjustment in the amount of \$100,000 as set forth in the Fiscal Impact section of this report.

A.4. PA11-0007 (PM 35879) – MARCH BUSINESS CENTER - ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D16-001 FOR KRAMERIA AVENUE AND IRIS AVENUE ROAD IMPROVEMENTS AND TRAFFIC SIGNAL IMPROVEMENTS AT HEACOCK STREET AND IRIS AVENUE AND HEACOCK STREET AND GENTIAN AVENUE ASSOCIATED WITH THE MARCH BUSINESS CENTER PROJECT (Report of: Public Works)

**Recommendations:**

1. Accept the Development Impact Fee (DIF) Improvement Credit Agreement #D16-001 (DIF Agreement) for PA11-0007 (PM 35879) improvements.
2. Authorize the City Manager to execute the DIF Agreement.

A.5. P15-051 (PA12-0023) – FIRST SAN MICHELE LOGISTICS - APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND FIRST INDUSTRIAL, L.P. FOR THE PERRIS VALLEY MASTER DRAINAGE PLAN (MDP) LATERAL B-1, STAGE 3, LOCATED ON SAN MICHELE ROAD, WEST OF PERRIS BOULEVARD AND ON PERRIS BOULEVARD, SOUTH OF SAN MICHELE ROAD (Report of: Public Works)

**Recommendations:**

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley, and First Industrial, L.P., for the Perris Valley Master Drainage Plan (MDP) Lateral B-1, Stage 3.
  2. Authorize the City Manager to execute the Cooperative Agreement.
  3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.
- A.6. APPROVE RESOLUTION FOR THE GRANT APPLICATION FOR THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE \$46,292 ALLOCATION TO THE CITY (Report of: Community Development)

**Recommendations:**

1. Approve Resolution 2016-48, a Resolution of the City Council of the City of Moreno Valley, California, approving the Grant Application submitted by the Code and Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the \$46,292 Allocated.
  2. Authorize revenue and expenditure budget appropriations of \$46,292 respectively to a new JAG Program fund for fiscal year 2016-2017.
- A.7. AUTHORIZE CITY MANAGER TO SIGN CONTRACT WITH HDL COREN & CONE FOR PROPERTY TAX AUDIT, REVIEW, MONITORING AND REPORTING SERVICES (Report of: Financial & Management Services)

**Recommendation:**

1. Approve the contract with HdL Coren & Cone.
  2. Authorize the City Manager to sign the contract with HdL Coren & Cone and any related amendments to the contract.
- A.8. FIRST AMENDMENT TO UTILITY AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR SR-60/MORENO BEACH INTERCHANGE (Report of: Public Works)

**Recommendations:**

1. Authorize the City Manager to execute Amendment No. 1 to the Utility Agreement with Southern California Edison (SCE) to relocate it's

facilities associated with the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize an increase to the Purchase Order with SCE in the amount of \$92,447.93 in Account No. 3008-70-77-80001.

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

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.10. This item has been moved to F.

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

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

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

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

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

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

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

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

**E. PUBLIC HEARINGS**

- E.1. PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (Report of: Public Works) (Report of: Public Works)

Mayor Gutierrez 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 on the proposed levy of real property assessments for Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Direct the City Clerk to count the returned property owner ballots for Zone 04.
3. Verify and accept the results of the mail ballot proceeding as provided by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If the assessment increase for Zone 04 is supported by the Zone 04 property owners, Adopt Resolution No. CSD 2016-15. A Resolution Of The Moreno Valley Community Services District Of The City Of Moreno Valley, California, Confirming A Diagram And Assessment For Fiscal Year 2016/17 In Connection With Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 And Approving A Rate Increase And Automatic Inflation Adjustment Formula For Zone 04 Of That District.
6. If the assessment increase for Zone 04 is rejected by the Zone 04 property owners, Adopt Resolution No. CSD 2016-16. A Resolution Of The Moreno Valley Community Services District Of The City Of Moreno Valley, California, Confirming A Diagram And Assessment For Fiscal Year 2016/17 In Connection With Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
7. Authorize the Chief Financial Officer to adjust the assessment levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied assessment does not exceed the maximum assessment, is in compliance with the formation documents for each zone, and is consistent with the adopted budget.

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>	Jesse L. Molina, Council Member
<b>AYES:</b>	Gutierrez, Giba, Price, Molina, Jempson

The results of E.1 were heard after G.4

Minutes Acceptance: Minutes of Jun 21, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

The City Clerk announced the results as follows:

Zone 04, 629 weighted ballots returned: 288 "Yes", 327 "No", and 14 "Invalid";  
Opposed

Motion to Approve Staff's Recommendation Nos. 3, 4 and 6, 7

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

E.2. PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENT FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (Report of: Public Works)

Mayor Gutierrez 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 on the proposed levy of real property assessments for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2016-17. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Confirming a Diagram and Assessment for Fiscal Year 2016/17 in Connection with Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Authorize the Chief Financial Officer to adjust the assessment levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied assessment does not exceed the maximum assessment, is in compliance with the formation documents for each zone, and is consistent with the adopted budget.

Motion to Approve Staff's Recommendation Nos. 2 and 3.

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

Minutes Acceptance: Minutes of Jun 21, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

E.3. PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES FOR FISCAL YEAR 2016/17 (Report of: Public Works)

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

**Recommendations: That the CSD:**

1. Conduct a Public Hearing to consider continuing the current Moreno Valley Community Services District annual parcel taxes and charges as proposed for Fiscal Year 2016/17.
2. Adopt Resolution No. CSD 2016-18. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum and Applied Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2016/17.
3. Adopt Resolution No. CSD 2016-19. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum and Applied Parcel Tax for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2016/17.
4. Adopt Resolution No. CSD 2016-20. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum and Applied Parcel Charges for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2016/17.
5. Adopt Resolution No. CSD 2016-21. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum and Applied Parcel Charges for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2016/17.
6. Adopt Resolution No. CSD 2016-22. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum and Applied Parcel Charges for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2016/17.
7. Adopt Resolution No. CSD 2016-23. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum and Applied Rate for Providing Zone S (Sunnymead Boulevard Maintenance)

Services During Fiscal Year 2016/17.

8. Authorize the Chief Financial Officer to adjust the charges levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied charge does not exceed the maximum charge, is in compliance with the formation documents for each zone, and is consistent with the adopted budget.

Motion to Approve Staff's Recommendation Nos. 2 through 8

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

- E.4. PUBLIC HEARING TO MODIFY THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY (Report of: Public Works)

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

**Recommendations: That the City Council**

1. Acting as the legislative body of Community Facilities District No. 7, conduct the Public Hearing on the proposed amendments to the Rate and Method of Apportionment for Improvement Area 1 of Community Facilities District No. 7.
2. Acting as the legislative body of Community Facilities District No. 7, approve and adopt Resolution No. 2016-49. A Resolution of the City Council of the City of Moreno Valley, California, Calling Special Mailed-Ballot Election Within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley.
3. Direct the City Clerk to count the ballots received and report the results of the special election to the Legislative Body.
4. Acting as the legislative body of Community Facilities District No. 7, approve and adopt Resolution No. 2016-50. A Resolution of the City Council of the City of Moreno Valley, California, for Change Relating to and Making Certain Amendments to Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley.
5. Introduce Ordinance No. 911. An Ordinance of the City Council of the



City of Moreno Valley, California, Levying Special Taxes Within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley.

Motion to Approve Staff's Recommendation Nos. 2 and 3

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

The City Clerk announced the results as follows:

Improvement Area No.1 of Community Facilities District No. 7:

I215 Logistics - Weighted Ballot Count: 74 "Yes" vote, -0- "No" vote; passed

FR CAL Moreno Valley - Weighted Ballot Count: 74 "Yes" vote, -0- "No" vote; passed

Motion to Approve Staff's Recommendation Nos. 4 and 5

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

E.5. A PUBLIC HEARING FOR AN AMENDMENT TO THE CITY'S MUNICIPAL CODE TO ADD TECHNICAL CORRECTIONS, DEFINITIONS AND OTHER TEXT MODIFICATIONS TO IMPROVE CLARITY, AND TO ADDRESS INTERNAL INCONSISTENCIES IN TITLES 8, 9, AND 12 OF THE MUNICIPAL CODE. (Report of: Community Development)

Mayor Gutierrez opened the public testimony portion of the public hearing. Public testimony was received from Peggy Holmes (Opposed), Elena Jimenez (Opposed) and Kathleen Dale (Opposed).

**Recommendations: That the City Council:**

1. Certify that the proposed Municipal Code Amendment (PA14-0011) is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3) (Review for Exemption) of the CEQA Guidelines in that there is no possibility that the proposal could have a significant impact on the environment; and
2. Introduce Ordinance No. 912. An Ordinance of the City Council of the City of Moreno Valley, California, amending Titles 8, 9 and 12 of the

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City of Moreno Valley Municipal Code to add technical corrections, definitions and other text modifications to improve clarity, and to address internal inconsistencies.

Motion to Approve Staff Recommendation No. 1 and 2

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	Jesse L. Molina, Council Member
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
<b>ABSTAIN:</b>	George E. Price

E.6. PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works)

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

**Recommendations: That the City Council:**

1. Approve placing the submitted list of the 2015 delinquent solid waste accounts on the Fiscal Year (FY) 2016/2017 Riverside County property tax roll for collection.
2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution No. 2012-55 and the list of 2015 delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Motion to Approve Staff's Recommendation Nos. 1 and 2.

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

E.7. PUBLIC HEARING AND ADOPTION OF THE FISCAL YEAR 2016-2017 CAPITAL IMPROVEMENT PLAN (Report of: Public Works)

Mayor Gutierrez opened the public testimony portion of the public hearing. Public testimony was received from Tom Jerele, Sr.

**Recommendation: 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) 2016-2017 Capital Improvement Plan.

**Recommendation: That the City Council:**

- 1. Adopt Resolution No. 2016-51. A Resolution of the City Council of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2016-2017.

**Recommendation: That the Community Services District:**

- 1. Adopt Resolution No. CSD 2016-24. A Resolution of the Community Services District of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2016-2017.

**Recommendation: That the Housing Authority:**

- 1. Adopt Resolution No. HA 2016-01. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FY 2016-2017.

Motion to Approve Staff's Recommendation No. 1 by the City Council, CSD Board and Housing Authority

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

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

A.10 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CERTAIN LANDSCAPE DISTRICTS (Report of: Public Works)

Mayor Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

Minutes Acceptance: Minutes of Jun 21, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

### Recommendations:

1. Approve the Agreement for Landscape Districts – South, Maintenance of Landscaping and Irrigation (“Agreement”) with Merchants Landscape Services, Inc., 1510 S. Lyon St., Santa Ana, CA, 92705, to provide landscape and irrigation maintenance services in CSD Zone E-8 and Zones 04, 05, 06, and 07 of Landscape Maintenance District No. 2014-02 totaling \$390,594.88 for fiscal year 2016/17 (If Zone 04 Ballot is Approved).
2. Approve the Agreement for Landscape Districts – South, Maintenance of Landscaping and Irrigation (“Agreement”) with Merchants Landscape Services, Inc., 1510 S. Lyon St., Santa Ana, CA, 92705, to provide landscape and irrigation maintenance services in CSD Zone E-8 and Zones 04, 05, 06, and 07 of Landscape Maintenance District No. 2014-02 totaling \$345,595.60 for fiscal year 2016/17 (If Zone 04 Ballot is Not Approved).
3. Authorize the City Manager to execute the Agreement with Merchants Landscape Services, Inc.
4. Authorize the issuance of purchase orders for service beginning July 1, 2016 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount consistent with the approved agreement.
5. Authorize the City Manager to execute subsequent extensions or amendments to the Agreement, including the authority to authorize purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations and program approvals have been granted by the City Council, which may include potential contingencies for unanticipated work.

Motion to Approve Staff’s Recommendation Nos. 2, 3, 4, and 5.

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

### G. REPORTS

Item G.1. was heard following G.3.

#### G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

Mayor Gutierrez opened the agenda item for public comments, which was received from Tom Jerele, Sr.

### March Joint Powers Commission (JPC)

Mayor Gutierrez provided an update from the March Joint Powers Commission meeting held on June 8<sup>th</sup> as follows:

- The JPC approved activating Fisher and Paykel's new Moreno Valley facility into the foreign trade zone.
- Adopted a resolution approving local guidelines for implementing CEQA.
- Selected a web designer for as-needed website updates.
- Directed JPA staff to develop a conceptual plan for the eventual reorganization and refinement of the March Joint Powers Authority's mission, purpose, and authority.

### Riverside County Habitat Conservation Agency (RCHCA) - No Report

### Riverside County Transportation Commission (RCTC)

Mayor Gutierrez provided an update from the June 8th RCTC meeting, stating the Board:

- Approved the Fiscal Years 2016/17 - 2018/19 Short Range Transit Plans for the cities of Banning, Beaumont, Corona, and Riverside and Riverside Transit Agency (RTA).
- Approved the approximately \$712 million RCTC budget for 2016/17 with emphasis on the delivery of key projects including the State Route 91 expansion, Interstate 215 corridor improvements, and the Interstate 15 Express Lanes project.
- Approved the Metrolink Budget for Fiscal Year 2016/17. Metrolink is Southern California's regional commuter rail service in its 23<sup>rd</sup> year of operation. Metrolink operates over seven routes through a six county, 512-mile network and is the third largest commuter rail agency in the United States. Some of the highlights of the 2016 /17 budget include provisions for the implementation of positive train control, development of the new Tier 4 locomotives program, a new mobile ticketing program using smartphones, and continuing the successful Friday night Angel Game and weekend trains.

### Riverside Transit Agency (RTA)

Council Member Molina provided an update from the June 1st Administration and Operations Committee meeting; the Board approved the renewal of an agreement with the City of Riverside for their City Employee Pass Program. The pass program enables City employees to ride the Agency's fixed-route transit network at no cost to the employee. The program began nearly eight

years ago and ridership averages approximately 11,600 trips annually. Additionally, the Board approved an amendment to the agreement with the Riverside Community College District (RCCD) to include Norco College in the student Go-Pass Program. Since 2010, RTA has collaborated with the RCCD colleges for the Go-Pass Program, allowing students to use their identification cards to get free unlimited rides on all RTA fixed-route and CommuterLink buses.

#### Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Giba reported that the WRCOG General Assembly will be on Thursday and Friday with dinner on Thursday night at Morongo. He also stated that the HERO Program was in full swing and information on this can be found on the WRCOG website.

#### Western Riverside County Regional Conservation Authority (RCA) - No Report

#### School District/City Joint Task Force

Council Member Jempson provided an update from the June 16 Joint Task Force Meeting:

- The City raised the idea of the school libraries serving as “satellites” of our main library during the summer months, and the Moreno Valley Unified School District is open to any discussion of this concept. Our City staff will meet internally to discuss and evaluate the merits of this idea.
- The Moreno Valley Unified School District talked about the Local Control Accountability Plan (LCAP) as a critical part of the new Local Control Funding Formula (LCFF). The Local Control Accountability Plan provides resources for students with greater needs, such as low income students, English learners and foster youth. Each school district must engage parents, educators, employees and the community to establish a plan of how the district budget will be funded and to prepare for the implementation of the Common Core. This plan will demonstrate how the district’s budget will help achieve the goals, and how the plans are able to improve student outcomes. It was acknowledged that other school districts are taking notice of the progress Moreno Valley Unified School District is making with the community involvement.

#### Southern California Association of Governments (SCAG)

Mayor Pro Tem Giba reported that they had discussed goal setting for 2016-17 and that his SCAG Newsletter to District 69 was ready. Should anyone want a copy, contact Shanna Palau, Angel Migau or himself.

For those interested in attending the SCAG meetings they are held on the first Thursday of every month and he leaves from the San Bernardino Train Station.

Box Springs Mutual Water District (BSMWD) - No Report

Item G.2. was heard before Items G.1. and G.3.

G.2. Waste Management FY 2016-2017 Rate Adjustment (Report of: Public Works)

Mayor Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

**Recommendations: That the City Council:**

- 1. Approve the Waste Management proposed Fiscal Year (FY) 2016/2017 Rate Adjustment.

Motion to Approve Staff's Recommendation No. 1

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

G.3. STRATEGIC PLAN PROCESS (CONTINUED FROM JUNE 21, 2016 TO JULY 5, 2016) (Report of: City Clerk)

**Recommendations: That the City Council:**

- 1. Discuss the proposed strategic plan and consider taking action to modify the direction, scope and schedule.

Motion to Continue to July 5, 2016 Regular Meeting.

<b>RESULT:</b>	<b>CONTINUED [4 TO 1]</b>	<b>Next: 7/5/2016 6:00 PM</b>
<b>MOVER:</b>	George E. Price, Council Member	
<b>SECONDER:</b>	Jesse L. Molina, Council Member	
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, George E. Price, Jesse L. Molina	
<b>NAYS:</b>	D. LaDonna Jempson	

G.4. PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ & COMPANY LLP RELATED TO AN INDEPENDENT IN-DEPTH INTERNAL REVIEW OF THE CITY'S FINANCIAL PROCEDURES AND PRACTICES (Report of: City Attorney)

Mayor Gutierrez opened the agenda item for public comments, which were received from Evan Morgan, Tom Jerele, Sr., Rafael Brugueras (supports), Irma Flores, Roy Bleckert and Louise Palomarez.

Minutes Acceptance: Minutes of Jun 21, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

**Recommendation: That the City Council**

1. Approve the Professional Services Agreement with Vasquez & Company LLP related to an independent in-depth internal review of the City's financial procedures and practices.
2. Approve the expenditure budget adjustment in the amount of \$100,000 as set forth in the Fiscal Impact section of this report.

Motion to Approve Staff's Recommendation Nos. 1 and 2, and to include Human Resources.

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

G.5. CITY MANAGER'S REPORT - No Report

G.6. CITY ATTORNEY'S REPORT - No Report

**Item G.7. added to agenda as an Urgency Item.**

G.7. CHANGE ORDER TO INCREASE THE EXISTING PURCHASE ORDER FOR VANCE CORPORATION FOR THE CONSTRUCTION OF THE RECHE VISTA DRIVE REALIGNMENT PROJECT

Mayor Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

**Recommendations: That the City Council:**

1. Authorize a Change Order to increase the existing Purchase Order for Vance Corporation in the amount of up to \$480,000 to cover unanticipated additional work as requested by the residents to be added to construction of the Reche Vista Drive Realignment from Heacock Street to North City Limits.
2. Authorize the City Manager to execute the Change Order for Vance Corporation.
3. Authorize the transfer of \$480,000 of Total Road Improvement Program (TRIP) funds (Fund 3411) to the Reche Vista Drive Realignment project from the Cycle 2 Citywide Pavement Resurfacing project.

4. Authorize the appropriation of \$40,000 in unallocated TRIP proceeds to the Reche Vista Drive Realignment project.

Approve Staff's Recommendation Nos. 1-4

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

## 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

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

### Council Member Molina

1. Attended the Father's Day event at Senior Center on Saturday
2. Attended the Tilted Kilt VIP Opening
3. Recognition Awards for Veteran's, Andy Melendez, a WWII Veteran in the First Calvary Division in Korea, was one of those honored.

### Council Member Price

1. Thank you to those who put together the Aldi Tour; very impressed and the quality control and amount they push through, 170 hired and only 1 employee has left
2. Moreno Valley Utility - thank you for the program offered on the Thermostat - Eco Stat, adjustments can be made on your phone and must be a Moreno Valley resident to receive
3. Attending Wake Up Moreno Valley in morning

### Mayor Pro Tem Giba

1. Tilted Kilt was a great VIP event, many of us attended; 170 - 200 hired and 67 to 70% of those hired are Moreno Valley residents; bringing jobs to Moreno Valley for those living in Moreno Valley; they're open and the food is fantastic
2. Apologies for missing the Veterans Recognition Program, had the wrong address; is a 24-year US Navy and two War Veteran and brother also a Veteran



Mayor Gutierrez

1. Also attended the Tilted Kilt
2. Thanked the management team from Aldi for the warehouse tour

**ADJOURNMENT**

There being no further business the Regular Meeting was adjourned at 11:48 p.m.

Submitted by:

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Leslie Keane, Interim City Clerk  
 Secretary, Moreno Valley Community Services District  
 Secretary, City as Successor Agency for the Community Redevelopment Agency of the  
 City of Moreno Valley  
 Secretary, Moreno Valley Housing Authority  
 Secretary, Board of Library Trustees

Approved by:

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Dr. Yxstian Gutierrez, Mayor  
 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:** Marie Macias, Interim City Clerk

**AGENDA DATE:** September 6, 2016

**TITLE:** REPORTS ON REIMBURSEABLE ACTIVITIES MAY 27, 2016 - JULY 31, 2016

### RECOMMENDED ACTION

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of May 27, 2016 - July 31, 2016.

<i>Reports on Reimbursable Activities May 27, 2016 - July 31, 2016</i>			
Council Member	Date	Meeting	Cost
Jeffrey J. Giba	6/10/16	15 <sup>th</sup> Annual 'Rally Round the Flag Barbeque - March Field Air Museum Educational Fund	\$35.00
	6/17/16	50 <sup>th</sup> Annual Awards Banquet ARC Advocacy for Riverside County	\$50.00
	6/22/16	MVCC Wake-Up Moreno Valley	\$20.00
	7/11/16	The League of California Cities, Riverside County Division General Meeting	\$25.00
	7/20/16	Meet the Builder - BIA	\$75.00
	7/27/16	MVCC Wake-Up Moreno Valley	\$20.00
Dr. Yxstian A. Gutierrez	6/10/16	15 <sup>th</sup> Annual 'Rally Round the Flag Barbeque - March Field Air Museum Educational Fund	\$35.00
	7/5/16	Adelante	\$15.00

	7/27/16	MVCC Wake-Up Moreno Valley	\$20.00
George E. Price	6/7/16	Adelante	\$15.00
	6/10/16	15 <sup>th</sup> Annual 'Rally Round the Flag Barbeque - March Field Air Museum Educational Fund	\$35.00
	6/22/16	MVCC Wake-Up Moreno Valley	\$20.00
	7/11/16	The League of California Cities, Riverside County Division General Meeting	\$25.00
	7/27/16	MVCC Wake-Up Moreno Valley	\$20.00
Jesse L. Molina	6/7/16	Adelante	\$15.00
D. LaDonna Jempson	6/10/16	15 <sup>th</sup> Annual 'Rally Round the Flag Barbeque - March Field Air Museum Educational Fund	\$35.00
	7/11/16	League of California Cities, Riverside County Division General Meeting	\$25.00

**NOTIFICATION**

Publication of Agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
 Angel Migao  
 Executive Assistant to Mayor/City Council

Department Head Approval:  
 Marie Macias  
 Interim City Clerk

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval      ✓ Approved  
 City Attorney Approval        ✓ Approved  
 City Manager Approval         ✓ Approved



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** September 6, 2016

**TITLE:** APPROVE THE KITCHING STREET 115KV INTERCONNECTION FACILITIES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SOUTHERN CALIFORNIA EDISON (SCE)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Kitching Street 115kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between the City of Moreno Valley and SCE.
2. Authorize the City Manager to execute the Agreement on behalf of the City.
3. Authorize the issuance of a Purchase Order once the Agreement has been fully executed. Authorize the City Manager to approve any necessary Purchase Order changes in accordance with the terms of the Agreement.

### **SUMMARY**

This report recommends approval of the Kitching Street 115kV Interconnection Facilities Agreement between the City of Moreno Valley and SCE. The Interconnection Facilities Agreement describes the terms regarding the facilities and upgrades on SCE's system needed to accommodate the Kitching Substation.

This item was presented to the Utilities Commission on August 19 and to the Finance Subcommittee on August 24, 2016.

### **DISCUSSION**

The rapid growth of large commercial projects in the south industrial area has created the need to expand capacity by constructing a 115kV substation. The Kitching Substation was approved by the Utilities Commission and the City Council on May 15, 2015 and May 26, 2015, respectively. The Kitching Substation and associated circuits are being funded through a combination of the 2015 Lease Revenue Bonds and fund balance.

The Kitching Substation Project consists of two separate facilities – a substation that will be owned and operated by Moreno Valley Utility (MVU), and a switchyard that will be owned and operated by SCE. The switchyard serves as the point of connection between SCE’s electrical transmission system and MVU’s electrical distribution system. Although SCE usually designs and builds their facilities, MVU requested to design and build the switchyard to save time and money. If SCE were to design and build the switchyard, the initial SCE estimate was a 36 month timeline for completion at a cost approximately twice that of MVU’s estimate. Ultimately, SCE agreed that MVU’s estimate is more realistic. After much negotiation, SCE approved MVU’s request to design and build the switchyard. SCE’s tariff requires that an IFA be executed with the City. The IFA describes in detail the responsibilities of each party related to the SCE electrical facilities needed to be installed and/or upgraded to connect Kitching Substation to SCE’s system.

MVU is required to pay for the design and construction of the switchyard and any other upgrades needed on SCE’s system per the SCE Wholesale Distribution Access Tariff. Since the switchyard will be deeded to SCE upon completion, MVU is also required to pay an Income Tax Cost Component (ITCC), which covers SCE’s estimated liability for Federal and State Income Tax.

Per the terms of the IFA, SCE will review the complete engineering and design drawings and list of equipment related to the switchyard to ensure compliance with SCE standards. SCE will inspect the switchyard during construction to verify compliance with SCE standards, and will test all equipment upon completion. The estimated cost for all interconnection facilities, including the switchyard, is \$8,171,971.62 (\$6,800,000 for the switchyard and SCE system upgrades plus \$1,371,971.62 for income taxes). SCE will require payment on the estimated costs of the upgrades needed on SCE’s system, which total \$3,634,703.74 (income taxes included). If the actual cost of the upgrades is less than \$3,634,703.74, the difference will be refunded to MVU. If it is higher, MVU will be required to pay the difference. In addition, a monthly O&M charge for the facilities will be calculated and billed to MVU based upon actual costs of the Project.

As of June 30, 2016, the Substation Project is under budget, and is expected to be at or below budget upon completion of the Project.

- Total budget               \$13,489,000.00
- Total actuals               \$1,848,579.10

The executed Agreement will be filed with the Federal Energy Regulatory Commission (FERC) for approval.

**ALTERNATIVES**

1. Approve the Interconnection Facilities Agreement. Staff recommends this alternative because the execution of the Agreement is necessary to continue with the design and construction of the Kitching Substation to meet increasing electrical demand on the system.
2. Do not approve the Interconnection Facilities Agreement. Staff does not recommend this alternative because it will impair the utility’s ability to meet increasing electrical demand on the system.

**FISCAL IMPACT**

The cost of all interconnection facilities will be paid from a combination of the 2015 Lease Revenue Bonds and fund balance. Funds are available in account number 6011-30-80-80005-720199, project number 805-0027.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

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

**CITY COUNCIL GOALS**

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

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

**ATTACHMENTS**

1. Kitching Sub 115 kV IFA
2. Kitching Substation Aug update

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/22/16 9:38 AM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 10:34 AM
City Manager Approval	<u>✓ Approved</u>	8/23/16 10:42 AM

Southern California Edison Company  
Tariff Title: Wholesale Distribution Access Tariff  
Tariff Record Title: Service Agreement No. XXX

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Title Page  
FERC FPA Electric Tariff

**KITCHING STREET 115 KV INTERCONNECTION PROJECT  
WHOLESALE DISTRIBUTION LOAD  
INTERCONNECTION FACILITIES AGREEMENT**

**BETWEEN**

**CITY OF MORENO VALLEY**

**AND**

**SOUTHERN CALIFORNIA EDISON COMPANY**

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Contract Effective Date: xx/xx/xx  
905.xxx.x  
WDT1249

Tariff Record Proposed Effective Date: xx/xx/xx  
Version Number: 0.0.0  
Option Code: A

Attachment: Kitching Sub 115 kV IFA (2214 : APPROVE 115KV INTERCONNECTION FACILITIES AGREEMENT BETWEEN THE CITY OF

**KITCHING STREET 115 kV INTERCONNECTION PROJECT WHOLESALE  
DISTRIBUTION LOAD  
INTERCONNECTION FACILITIES AGREEMENT BETWEEN  
CITY OF MORENO VALLEY  
AND  
SOUTHERN CALIFORNIA EDISON COMPANY**

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Attachment: Kirching Sub 115 kV IFA (2214 : APPROVE 115KV INTERCONNECTION FACILITIES AGREEMENT BETWEEN THE CITY OF



**KITCHING STREET 115 kV INTERCONNECTION PROJECT WHOLESALE  
DISTRIBUTION LOAD  
INTERCONNECTION FACILITIES AGREEMENT BETWEEN  
CITY OF MORENO VALLEY  
AND  
SOUTHERN CALIFORNIA EDISON COMPANY**

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Attachment: Kirching Sub 115 kV IFA (2214 : APPROVE 115KV INTERCONNECTION FACILITIES AGREEMENT BETWEEN THE CITY OF

**KITCHING STREET 115 kV INTERCONNECTION PROJECT WHOLESALE  
DISTRIBUTION LOAD  
INTERCONNECTION FACILITIES AGREEMENT BETWEEN  
CITY OF MORENO VALLEY  
AND  
SOUTHERN CALIFORNIA EDISON COMPANY**

**1. Parties:**

The Parties to this Interconnection Facilities Agreement are the City of Moreno Valley, (“Moreno Valley”), a municipality in the State of California, and Southern California Edison Company (“SCE”), a California corporation, hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

**2. Recitals:**

This Agreement is made with reference to the following facts, among others:

- 2.1. SCE is a California public utility engaged in the business of generating and transmitting electric energy in the States of Arizona, California, Nevada, and New Mexico. SCE is further engaged in the business of distributing such energy in the State of California.
- 2.2. Moreno Valley is a municipality in the state of California.
- 2.3. Moreno Valley submitted an interconnection request to SCE for interconnection and wholesale Distribution Service from the ISO Grid to a new SCE-owned 115 kV substation at Moreno Valley owned property located in Moreno Valley. Moreno Valley requested that SCE loop the Valley - Alessandro - Cajalco 115 kV transmission line into the new SCE-owned 115 kV substation and proposed that Moreno Valley construct and own a new 115/12 kV substation, interconnect the 115/12 kV substation to SCE’s new 115 kV substation and transfer existing Wholesale Distribution Loads currently served under Moreno Valley’s current interconnection facilities agreements and WDAT service agreements and also interconnect new load. The amount of Distribution Service requested is 5,000 kW for 2017, 10,000 kW for 2018, 15,000 kW for 2019, 20,000 kW for 2020 and 28,000 kW for 2021.
- 2.4. The Parties desire to enter into this Agreement and the Service Agreement to specify the terms for SCE to provide interconnection; for SCE to engineer, design, construct, install, own, operate and maintain the Interconnection Facilities and Distribution Upgrades; and for Moreno Valley to pay for such facilities; and for Moreno Valley to engineer, design, construct and install the SCE owned 115 kV Substation.
- 2.5. SCE and Moreno Valley intend to execute a WDAT Service Agreement in connection with this Agreement to implement wholesale Distribution Service under SCE's WDAT.

**3. Agreement:**

In consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

#### 4. Definitions:

All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in SCE's WDAT as that Tariff may be amended from time to time. The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meanings specified:

- 4.1. Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- 4.2. Agreement: This Kitching Street 115 kV Interconnection Project Interconnection Facilities Agreement between the City of Moreno Valley and Southern California Edison Company.
- 4.3. Alessandro Substation: SCE's 115/33/12 kV Substation located south of John F. Kennedy Drive and east of Perris Blvd. in Sunnymead California.
- 4.4. Annual Tax Security Reassessment: In accordance with the directives of FERC Orders 2003-A and 2003-B, the annual reassessment of the Current Tax Liability, which will commence the first year after Moreno Valley's In-Service date.
- 4.5. Cajalco Substation: Substation: SCE's 115/12 kV Substation located on the north east corner of Newberry Road and Fairview Road, in Newberry California.
- 4.6. Capital Additions: Any modifications to the SCE's Interconnection Facilities or to the Distribution Upgrades. Such modifications may be any Units of Property which are added to the SCE's Interconnection Facilities or Distribution Upgrades; the enlargement, modification or betterment of any Units of Property constituting a part of the SCE's Interconnection Facilities or Distribution Upgrades; or the replacement of any Units of Property constituting a part of the SCE's Interconnection Facilities or Distribution Upgrades, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost or the Distribution Upgrades Cost.
- 4.7. Capital Additions Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Capital Additions.
- 4.8. Capital Additions Payment: The sum of the Capital Additions Cost, associated ITCC and associated One-Time Cost.
- 4.9. CPUC: The California Public Utilities Commission, or its regulatory successor.
- 4.10. Credit Provider: Provider of any Credit Support.
- 4.11. Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Section 7.2.
- 4.12. Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities: The rate most recently adopted by the CPUC for application to SCE's retail electric customers for customer-financed added facilities, which does not compensate SCE for replacement of added facilities. The Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is provided in Attachment J to SCE's WDAT Tariff.
- 4.13. Distribution Upgrades Charge: The monthly charge to Moreno Valley to recover the revenue requirements for the Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Distribution Upgrades Cost. The Interconnection Facilities Charge is provided in

- Exhibit B.
- 4.14. Distribution Upgrades Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Exhibit B.
  - 4.15. Distribution Upgrades In-Service Date: The date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.
  - 4.16. Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost, associated with those Distribution Upgrades constructed by SCE, ITCC and One-Time Cost associated with the Distribution Upgrades. The Distribution Upgrades Payment is provided in Exhibit B.
  - 4.17. FERC: Federal Energy Regulatory Commission, or its regulatory successor.
  - 4.18. Interconnection Facilities: Facilities, as specified in Exhibit A, owned by SCE to interconnect Moreno Valley distribution systems serving Moreno Valley's Wholesale Distribution Loads to the Distribution System, as such facilities may be modified during the term of this Agreement.
  - 4.19. Interconnection Facilities Charge: The monthly charge to Moreno Valley to recover the revenue requirements for the Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Exhibit B.
  - 4.20. Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Interconnection Facilities. The Interconnection Facilities Cost is provided in Exhibit B.
  - 4.21. Interconnection Facilities In-Service Date: The date upon which the construction of the Interconnection Facilities is complete and such facilities are successfully tested and ready for service.
  - 4.22. Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost, associated with those Interconnection Facilities constructed by SCE, and ITCC and One-Time Cost associated with the Interconnection Facilities. The Interconnection Facilities Payment is provided in Exhibit B.
  - 4.23. ITCC: The Income Tax Component of Contribution specified in the Preliminary Statement, Part M of SCE's tariff on file with the CPUC, applicable to the Interconnection Facilities Cost and the Capital Additions Cost. The ITCC applicable to the Interconnection Facilities Cost is provided in Exhibit B.
  - 4.24. Kitching Street 115 kV Interconnection Project: All equipment and facilities comprising the project, as disclosed by Moreno Valley in its 115 kV Interconnection Request, including but not limited to Moreno Valley constructing a new 115 kV Substation, ("Karma 115 kV Substation"), deeding the ownership of the Karma 115 kV Substation to SCE. SCE looping the Valley-Alessandro-Cajalco 115 kV transmission line into the new SCE owned, Karma 115 kV Substation. Moreno Valley constructing and owning a new 115/12 kV substation and interconnecting the 115/12 kV substation to the new SCE owned Karma 115 kV Substation and interconnecting existing and new load.
  - 4.25. One-Time Cost: All costs determined by SCE to be associated with the installation of Interconnection Facilities or Capital Additions which are not capitalized. The

- Interconnection Facilities One-Time Cost is provided in Exhibit B.
- 4.26. Removal Cost: The actual cost SCE incurs for the removal of the Interconnection Facilities, which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Interconnection Facilities.
  - 4.27. Service Agreement: The Service Agreement For Wholesale Distribution Service between the Parties executed concurrently herewith.
  - 4.28. Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this Agreement, and as such list may be amended from time to time.
  - 4.29. Valley Substation: SCE's 500/115 kV Substation located at 26125 Menifee Rd, Romoland, CA, 92380.
  - 4.30. WDAT: SCE's Wholesale Distribution Access Tariff, designated as FERC Electric Tariff, Volume No. 5, as such tariff may be amended or suspended.

## 5. **Effective Date And Term:**

- 5.1. This Agreement shall become effective upon the effective date ordered by FERC ("Effective Date").
- 5.2. This Agreement shall terminate on the earliest of (i) the termination date of the Service Agreement, (ii) the date specified by Moreno Valley upon one hundred eighty (180) calendar days advance written notice to SCE if the notice of termination is received by SCE on or after the Interconnection Facilities In-Service Date (iii) the date specified by Moreno Valley upon thirty (30) calendar days advance written notice to SCE if the notice of termination is received by SCE before the Interconnection Facilities In-Service Date (iv) the date specified by SCE pursuant to Sections 9.10 or 14.4.
- 5.3. Any obligations of one Party to the other, including payment obligations, as a result of this Agreement, which accrued prior to or as a result of termination of this Agreement, shall survive termination.
- 5.4. If Moreno Valley has given notice of termination and a filing with FERC is required to terminate this Agreement, Moreno Valley shall support such filing before the FERC if requested by SCE.
- 5.5. Upon termination of this Agreement, Moreno Valley shall pay SCE any remaining balance owed for SCE's costs incurred or irrevocably committed to be incurred pursuant to this Agreement as of the effective date of termination within sixty (60) calendar days following receipt of a billing from SCE requiring such payment. Such billing shall reflect all payments received by SCE, which shall be credited against the amount of SCE's costs and expenses incurred or irrevocably committed to be incurred in accordance with this Agreement.

## 6. **Agreement Pursuant To The WDAT:**

This Agreement provides terms regarding Interconnection Facilities, and Distribution System Upgrades associated with wholesale Distribution Service pursuant to the WDAT. Accordingly, the rights and obligations of the Parties pursuant to this Agreement are subject to applicable provisions of the WDAT, including without limitation its provisions regarding indemnification and Uncontrollable Force, in addition to the provisions of this Agreement.

In case of a conflict in the terms contained in this Agreement and the terms in the WDAT, the terms of the WDAT shall apply. Moreno Valley has read and is familiar with the terms of the WDAT.

**7. Creditworthiness:**

- 7.1. Upon the Effective Date and until all payment obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Section 13.1, have been finally and irrevocably paid after the termination date pursuant to Section 5, Moreno Valley shall either maintain an unsecured long-term debt rating of A2 or higher from Moody's Investor Service, Inc. ("Moody's") or A or higher from Standard and Poor's Corporation ("S&P") or provide and maintain additional security as described in Section 7.2 clauses (b) through (e).
- 7.2. Upon the Effective Date, Moreno Valley shall provide to SCE, in a form that is acceptable to SCE in its sole discretion, (a) evidence that Moreno Valley has one of the ratings specified in Section 7.1; (b) an unconditional and irrevocable guarantee of Moreno Valley's obligations that has an unsecured long-term debt rating of A2 or higher from Moody's or A or higher from S&P, together with evidence of one of such ratings; (c) an unconditional and irrevocable letter of credit in US dollars from a depository institution organized under the laws of the United States of America or any State (or any domestic branch of a foreign bank), which (i) has either (A) a long-term unsecured debt rating of A or higher by S&P or A2 or higher by Moody's or (B) a certificate of deposit rating of A-1+ by S&P and P-1 by Moody's, and (ii) whose deposits are insured by FDIC, together with evidence of such ratings; (d) an unconditional and irrevocable surety bond in US dollars issued by an insurance company that has and maintains an Insurance Financial Strength rating of A2 or higher from Moody's or A or higher from S&P, and is rated no less than A- (with a minimum size rating of VIII) by Best's Insurance Guide and Key Ratings, together with evidence of such ratings or (e) other security that is acceptable to SCE in its sole discretion.
- 7.3. Until all payment obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Sections 11.2, 13.1 and 14.2, have been finally and irrevocably paid after the termination date pursuant to Section 5, Moreno Valley shall provide to SCE, within ten (10) calendar days after June 30 and December 31 of each year, evidence of the then current applicable ratings of Moreno Valley or the Credit Provider of any Credit Support being maintained for the benefit of SCE hereunder; and if any such applicable rating is reduced at any time, Moreno Valley shall notify SCE in writing within five (5) calendar days after such reduction.
- 7.4. Any Credit Support provided hereunder shall be payable in at least the amount specified in Section 7.5, and shall be issued in favor of or for the benefit of SCE and its successors and assignees, and shall state that it may be drawn upon in whole or in part by SCE or its successors or assignees at any time (i) if a substitute Credit Support meeting the requirements of Section 7.2 is not provided within ten (10) calendar days after any reduction in the applicable rating of the Credit Provider meeting the requirements of Section 7.2 below the level specified herein; (ii) if a substitute Credit Support has not been provided at least thirty (30) calendar days before any expiration



- of the Credit Support; or (iii) upon any failure by Moreno Valley to make any payment required by this Agreement and the Service Agreement when due and following the expiration of any applicable cure period, pursuant to Section 14.4.
- 7.5. The amount available to be drawn under any Credit Support shall be equal to the amounts listed below. The disposition of any released Credit Support shall be directed by Moreno Valley.
- 7.5.1. Moreno Valley shall provide Credit Support in the total amount of \$502,639.00 for removal costs. The disposition of any released Credit Support shall be directed by Moreno Valley.
- 7.5.2. Moreno Valley shall provide Credit Support in the amounts, and on the dates as listed in the Credit Support table below, to cover the costs for constructing, procuring and installing the SCE's Distribution Upgrades.

Due Date	Credit Support Amount
9/1/2016	\$209,534.00
3/1/2017	\$248,459.00
6/1/2017	\$361,116.00
9/1/2017	\$399,284.00
12/1/2017	\$336,319.00
3/1/2018	\$214,674.00
6/1/2018	\$115,916.00
9/1/2018	\$56,988.00

- 7.5.3. Interconnection Facilities: Moreno Valley shall provide Credit Support in the amounts, and on the dates as listed in the Credit Support table below, to cover the costs for constructing, procuring and installing the SCE's Interconnection Facilities.

Due Date	Credit Support Amount
9/1/2016	\$24,668.00
3/1/2017	\$29,250.00
6/1/2017	\$42,512.00
9/1/2017	\$47,004.00
12/1/2017	\$39,594.00
3/1/2018	\$25,273.00
6/1/2018	\$13,646.00
9/1/2018	\$6,710.00

- 7.5.4. To the extent that any Credit Support is not utilized by the SCE, the release of such Credit Support shall be made in accordance with Moreno Valley's instruction.
- 7.6. In addition to the provisions described above, any Credit Support provided hereunder shall contain such terms, conditions, waivers, representations, covenants, and other provisions as may be customary for similar instruments delivered in the State of California, as approved by SCE in its reasonable discretion.

8. **Security Amount for Estimated Tax Liability.** Moreno Valley's estimated tax liability is as follows:

- 8.1. The estimated tax liability for SCE's Interconnection Facilities = The sum of the product of (i) the applicable ITCC rate for the year payments are anticipated to be received, and (ii) the total of the payments anticipated to be received for the Interconnection Facilities Cost for that year.

Year(s) payments anticipated to be received	Applicable ITCC rate	Total anticipated payments received for Interconnection Facilities Cost	ITCC for SCE's Interconnection Facilities
2016 & 2017	22%	\$143,434.00	\$31,555.48
2018	24%	\$3,744,310.00	\$898,634.40
Total		\$3,887,744.00	\$930,189.88

- 8.2. The estimated tax liability for SCE's Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are anticipated to be received, and (ii) the total of the payments anticipated to be received for the Distribution Upgrades Cost for that year.

Year(s) payments anticipated to be received	Applicable ITCC rate	Total anticipated payments received for Distribution Upgrades Cost	ITCC for SCE's Distribution Upgrades
2016 & 2017	22%	\$1,218,393.00	\$268,046.46
2018	24%	\$723,897.00	\$173,735.28
Total		\$1,942,290.00	\$441,781.74

- \* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Wholesale Distribution Access Tariff as of the Effective Date and is available at the following link: <https://www.sce.com/openaccess>

Based upon the total estimated tax liability, Moreno Valley shall provide to SCE cash amounts shown in the table shown in Exhibit C.

Upon notification of the Annual Tax Security Reassessment, Moreno Valley shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, Moreno Valley will be required to increase its Tax Security amount within 30 days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, Moreno Valley may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Annual Tax Security Reassessment will be calculated utilizing the following methodology:



- 1) Tax Assessment Event:  

$$\frac{((\text{Current Tax Rate} \times (\text{Gross income} - \text{NPV Tax Depreciation})) + \text{Interest})}{(1 - \text{Current Tax Rate})}$$
- 2) Subsequent Taxable Event:  

$$\frac{(\text{Current Tax Rate} \times (\text{Replacement Facility Cost} - \text{NPV Tax Depreciation}))}{(1 - \text{Current Tax Rate})}$$

Moreno Valley's obligation to provide Tax Security shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by SCE upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Section 8 of this IFA. Upon termination of Moreno Valley's obligation to provide Tax Security, and SCE's receipt of Moreno Valley's written instructions regarding the release of any unused Tax Security, any unused amount of the Tax Security shall be released to Moreno Valley.

#### 9. Interconnection Facilities:

- 9.1. Moreno Valley is responsible for engineering and constructing the Karma 115 kV Substation, at its cost, as set forth in Exhibit A hereof under the caption Karma 115 kV Substation – Scope of Work by Moreno Valley.
- 9.2. Moreno Valley shall own the land associated with the Karma 115 kV Substation and shall grant SCE all necessary easements pursuant to Section 9.8.
- 9.3. Moreno Valley shall make all necessary arrangements for easements required in order for SCE to comply with its obligations under this Agreement. SCE shall provide forms of easement agreements for execution by affected property owners. Notwithstanding any other provision of this Agreement, SCE shall have no obligation to install the Interconnection Facilities prior to the effective date of such easement agreements.
- 9.4. SCE is responsible for performing the Scope of Work by SCE as set forth in Exhibit A pursuant to Good Utility Practice and apply for any regulatory approvals necessary for the construction, operation and maintenance of the Interconnection Facilities.
- 9.5. The Scope of Work by SCE as set forth in Exhibit A is based on the assumption that the project is GO-131D exempt and a permit to construct from the CPUC is not needed. If the project is not GO-131D exempt, a permit to construct needed, or additional licensing or permitting work is required by SCE, this may delay the project's in-service date.
- 9.6. SCE shall use commercially reasonable efforts to complete the Scope of Work by SCE as set forth in Exhibit A hereof, successfully test and declare ready for service the described facilities on or before twenty seven (27) months from receipt of payments pursuant to Section 12 and Exhibit C herein. However, Moreno Valley understands and acknowledges that such dates are only estimates and that following the Effective Date, and the associated engineering kick-off meeting, the twenty seven (27) month timeline above may be shortened. Also, equipment and material lead times, labor availability, outage coordination, regulatory approvals, or other unforeseen events could delay the actual in-service date(s) beyond those specified.

- SCE's efforts to complete the Scope of Work by SCE is contingent upon Moreno Valley's timely completion of the work required to be performed by it in accordance with Section 9.1; thus, any delay by Moreno Valley in performing Work To Be Performed By Moreno Valley as described in Exhibit A may cause delay in completion of the Scope of Work by SCE.
- 9.7. SCE shall own, operate and maintain Karma 115 kV Substation.
  - 9.8. Moreno Valley shall transfer the ownership of Karma 115 kV Substation and facilities as described in Exhibit A, hereof, to SCE within forty five (45) days following completion of Karma 115 kV Substation. SCE will not energize the facilities necessary to provide interconnection to Moreno Valley until Moreno Valley transfers the ownership of Karma 115 kV Substation to SCE.
  - 9.9. Moreno Valley shall grant to SCE all necessary easements, which will allow SCE the right to operate, maintain, repair and access Karma 115 kV Substation. SCE will not energize the facilities necessary to provide interconnection to Moreno Valley until Moreno Valley transfers the ownership of Karma 115 kV Substation to SCE.
  - 9.10. The maximum capacity of the Interconnection Facilities made available by SCE to Moreno Valley for the purpose of interconnecting and delivering energy and other services from the ISO under this Agreement shall be 28.0 MW. Moreno Valley acknowledges that if Moreno Valley wishes to increase the amount of Distribution Service provided pursuant to this Agreement and the Service Agreement, Moreno Valley shall be required to submit a new application for Distribution Service in accordance with the terms and conditions of the WDAT.
  - 9.11. Moreno Valley shall not cause its distribution systems serving other Wholesale Distribution Loads and developments to operate in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Moreno Valley's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other SCE facilities, or any facilities served by other electric utilities without receiving prior review and authorization from SCE. If Moreno Valley fails to comply with the requirements set forth in this Section 9, then SCE shall have the right to terminate this Agreement, subject to FERC acceptance or approval.
  - 9.12. Moreno Valley shall cause its electrical facilities to be a balanced system across all three phases.
  - 9.13. This Agreement governs the facilities required to interconnect Moreno Valley's distribution system serving Moreno Valley Wholesale distribution system to SCE's electrical system pursuant to the WDAT and as described herein. Moreno Valley shall be responsible for making all necessary operational arrangements with the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services from the ISO Grid.

## 10. Capital Additions:

- 10.1. SCE shall engineer, design, construct, install, own, operate and maintain all Capital Additions pursuant to Good Utility Practice.
- 10.2. Except as otherwise provided in Section 10.3, whenever Capital Additions are required by SCE pursuant to Good Utility Practice (which may include compliance with system or regulatory requirements), Moreno Valley shall pay all charges associated with such Capital Additions in accordance with Section 13.
- 10.3. In the event that Capital Additions are required in order to benefit SCE, or because of damage caused by negligence or willful misconduct of SCE, Moreno Valley shall not bear cost responsibility for such Capital Additions. No adjustment will be made to the Interconnection Facilities Cost and no Capital Additions Cost, ITCC, or One-Time Cost will be charged to Moreno Valley for such Capital Additions.

#### 11. Removal Of Interconnection Facilities:

- 11.1. Following termination of this Agreement, SCE will remove the Interconnection Facilities from service to Moreno Valley.
- 11.2. On or before the date one year following termination of this Agreement, SCE shall notify Moreno Valley whether SCE intends to physically remove the Interconnection Facilities or any part thereof. If SCE intends to physically remove the Interconnection Facilities or any part thereof, then SCE shall physically remove such facilities within two years from the date of notification of intent, and Moreno Valley shall pay the Removal Cost in accordance with Sections 13.1 and 14.2. If SCE does not intend to physically remove the Interconnection Facilities or any part thereof, then Moreno Valley shall have no obligation to pay such Removal Cost and such Removal Cost security provided pursuant to Section 7.5.1 will be returned to Moreno Valley.

#### 12. Other Taxes:

Moreno Valley shall be solely responsible for any taxes (including, but not limited to, property tax, sales and use tax, excise tax, and document transfer tax) that are asserted against any payments or asset transfers made by Moreno Valley to SCE under this Agreement for Interconnection Facilities and Capital Additions. SCE and Moreno Valley shall cooperate in good faith to appeal, protest, seek abatement of, or otherwise contest other taxes associated against payments or asset transfers made by Moreno Valley to SCE under this Agreement for Interconnection Facilities and Capital Additions.

#### 13. Charges:

- 13.1. Moreno Valley shall pay to SCE the following charges in accordance with this Agreement: (a) Interconnection Facilities Payment; (b) Interconnection Facilities Charge; (c) Distribution Upgrades Payment; (d) Distribution Upgrades Charge; (e) Capital Additions Payment; (f) any reimbursable FERC fees pursuant to Section 19.3; (g) Removal Cost pursuant to Section 14.2; (h) other taxes pursuant to Section 12; and (i) termination charges pursuant to Section 5.5.
- 13.2. The Interconnection Facilities Cost, Distribution Upgrades Cost, Capital Additions Cost, One-Time Cost, ITCC and Removal Cost shall be compiled in accordance with Accounting Practice.
- 13.3. If, during the term of this Agreement, SCE executes an agreement to provide service

to another entity (other than retail load) which contributes to the need for the Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on SCE's cost allocation principles in effect at such time and shall be subject to FERC approval.

#### 14. **Billing And Payment:**

##### 14.1. **Billing Procedure.**

- 14.1.1. Except as otherwise specifically provided herein, commencing on or following the Effective Date, SCE will render bills to Moreno Valley for charges under this Agreement, and Moreno Valley shall pay such bills, in accordance with the Billing and Payment provisions of the WDAT.
- 14.1.2. Moreno Valley shall make payments to SCE for the Interconnection Facilities Payment according to the payment schedule shown in Exhibit C. The amount of such Interconnection Facilities Payment is based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 14.1.9.3 and 14.1.9.4.
- 14.1.3. Commencing on or following the Interconnection Facilities In-Service Date, each month SCE will render bills to Moreno Valley for the Interconnection Facilities Charge. The Interconnection Facilities Charge payments shall initially be based on the estimated Interconnection Facilities Cost and such payments shall be subject to later adjustment pursuant to Sections 14.1.9.3 and 14.1.9.4. The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.
- 14.1.4. SCE will bill Moreno Valley for the Capital Additions Payment prior to commencing any work on any Capital Additions in accordance with Section 10.2; provided that, at SCE's sole discretion, SCE may bill Moreno Valley for the Capital Additions Payment after commencing such work if SCE determines that Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. Such billing shall initially be based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 14.1.9.1 and 14.1.9.2.
- 14.1.5. Except as otherwise provided in Section 10.3, if certain Interconnection Facilities are removed to accommodate such Capital Additions and such removal results in a change in the Interconnection Facilities Cost, the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost.
- 14.1.6. Except as otherwise provided in Section 10.3, if such Capital Additions result in an increase in the Interconnection Facilities Cost, then the Interconnection Facilities Charge, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
- 14.1.7. Commencing on the Effective Date, SCE will render bills to Moreno Valley for any reimbursable FERC fees in accordance with Section 19.3. Such billing shall be for any reimbursable FERC fees or costs incurred since the preceding billing.
- 14.1.8. Within twelve (12) months following the earlier of 1) the date Moreno

Valley transfers ownership of the Karma 115 kV Substation to SCE, or 2) the Karma 115 kV Substation in-service date, Moreno Valley shall determine the actual recorded cost of the Karma 115 kV Substation, and provide SCE with a final accounting.

- 14.1.9. Within twelve (12) months following the Interconnection Facilities In-Service Date or the in-service date of any Capital Additions, as the case may be, SCE shall determine the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, and provide Moreno Valley with a final invoice.
- 14.1.9.1. If the amounts paid for the estimated Interconnection Facilities Payment, or the Capital Additions Payment are less than the amounts due for the Interconnection Facilities Payment, or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will bill Moreno Valley for the difference between the amounts previously paid by Moreno Valley and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 14.1.9.2. If the amounts paid for the estimated Interconnection Facilities Payment or the Capital Additions Payment are greater than the amounts due for the Interconnection Facilities Payment or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will refund Moreno Valley the difference between the amounts previously paid by Moreno Valley and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 14.1.9.3. If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will bill Moreno Valley for the difference between the amounts previously paid by Moreno Valley and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- 14.1.9.4. If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will credit Moreno Valley the difference between the amounts previously paid by Moreno Valley and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- 14.1.10. Charges for payments upon termination shall be billed and paid as provided in Section 5.

## 14.2. Removal Cost.

- 14.2.1. If, in accordance with Section 10.2, SCE decides to physically remove the Interconnection Facilities, SCE shall render a bill to Moreno Valley for the Removal Cost. Moreno Valley shall pay the Removal Cost in accordance with Section 13.1. Such billing shall be initially based on SCE's estimate of the Removal Cost. Within 12 months following the removal of the Interconnection Facilities, SCE shall determine the recorded Removal Cost and provide Moreno Valley with a final invoice.
- 14.2.2. If the amount paid for the Removal Cost is less than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will bill Moreno Valley for the difference between the amount previously paid by Moreno Valley and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 14.2.3. If the amount paid for the Removal Cost is greater than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will refund Moreno Valley the difference between the amount previously paid by Moreno Valley and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.

**14.3. Interest On Unpaid Balances.**

Interest on any unpaid amounts shall be calculated in accordance with the methodology specified in the Interest on Unpaid Balances provision of the WDAT.

**14.4. Default And Billing Dispute.**

Any default or billing dispute shall be handled in accordance with the methodology specified in the Customer Default provision of the WDAT, including, without limitation, the provision for termination upon default, subject to FERC approval.

**15. Addresses For Billing And Payment:**

- 15.1. All payments to be made by Moreno Valley to SCE shall be sent to:

Southern California Edison Company  
Accounts Receivable  
Box 600  
Rosemead, California 91770-0600

SCE may, at any time, by written notice to Moreno Valley pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which payments will be sent.

- 15.2. All billings to be presented by SCE to Moreno Valley shall be sent to:

City of Moreno Valley  
Moreno Valley Utility



Attn: Electric Utility Division Manager  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Moreno Valley may, at any time, by written notice to SCE pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which billings will be sent.

**16. Disputes:**

With the exception of any billing dispute as provided pursuant to Section 14.4 herein, or as otherwise limited by law, the Dispute Resolution Procedures set forth in the WDAT shall apply to all disputes between Moreno Valley and SCE which arise under this Agreement; provided, however, that the Dispute Resolution Procedures set forth in the WDAT shall not apply as to disputes regarding whether rates and charges set forth in this Agreement are just and reasonable under the Federal Power Act.

**17. Audits:**

- 17.1. SCE will maintain records and accounts of all costs incurred in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden, material and supplies, outside services, and administrative and general expenses.
- 17.2. Moreno Valley shall have the right, upon reasonable notice, at a reasonable time at SCE's offices and at its own expense, to audit SCE's records and accounts as necessary and as appropriate in order to verify costs incurred by SCE. Any audit requested by Moreno Valley shall be limited to the costs reflected in the final invoice as set forth in Sections 14.1.8 or 14.2.1, and shall be completed, and written notice of any audit dispute provided to SCE pursuant to Section 6 of the Service Agreement, within one hundred eighty (180) calendar days following receipt by Moreno Valley of such final invoice.

**18. Operating Representatives:**

The responsibilities assigned to the Operating Representatives appointed pursuant to Section 3 of Attachment B to the Tariff shall extend to the activities required under this Agreement.

**19. Regulatory Authority:**

- 19.1. No later than thirty (30) calendar days following the execution of this Agreement, SCE shall tender this Agreement for filing with FERC with a request that it be made effective upon acceptance without suspension, and Moreno Valley shall support SCE in obtaining all necessary authorizations and approvals for this Agreement.
- 19.2. Nothing contained herein shall be construed as affecting in any way: (i) the right of SCE to unilaterally make application to the FERC for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Rules and Regulations promulgated by FERC thereunder; (ii) the right of Moreno Valley to oppose such

- changes under Section 205 of the Federal Power Act; (iii) the right of Moreno Valley to file a complaint requesting a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto, or rate methodology or design relating to services provided hereunder, under Section 206 of the Federal Power Act and pursuant to the rules and regulations promulgated by the FERC thereunder; or (iv) the right of SCE to oppose such complaint by Moreno Valley under Section 206 of the Federal Power Act. Any change shall become effective pursuant to Section 205 of the Federal Power Act.
- 19.3. Moreno Valley shall reimburse SCE for all fees and charges imposed on SCE by the FERC attributable to the service provided under this Agreement and the Service Agreement, or any amendments thereto.

**20. No Dedication Of Facilities:**

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

**21. No Third Party Rights:**

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

**22. Relationship Of Parties:**

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.

**23. Waivers:**

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

**24. Governing Law:**

Except as otherwise provided by federal law, this Agreement shall be governed by and construed in accordance with, the laws of the state of California.



**25. Notices:**

Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, shall be made in accordance with Section 6 of the Service Agreement.

**26. Severability:**

In the event that any term, provision, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court, arbitration, or regulatory authority having jurisdiction, the invalidity of such term, covenant or condition shall not affect the validity of any other term, provision, condition or covenant and such term, provision, covenant or condition shall remain in force and effect as applied to this Agreement to the maximum extent permitted by law. The Parties hereto further agree to negotiate in good faith to establish new and valid terms, conditions and covenants to replace any found invalid so as to place each Party as nearly as possible in the position contemplated by this Agreement.

**27. Confidentiality:**

Confidential Information shall include, without limitation, all information that is identified as confidential by the disclosing Party relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either Party to the other Party prior to the Effective Date of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Section 28 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

- 27.1. Term. During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Section 27, each Party shall hold in confidence and shall not disclose to any person Confidential Information.
- 27.2. Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the

- knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or (6) is required, in accordance with Section 27.7 of this Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.
- 27.3. Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or are considering providing financing to or equity participation with the disclosing Party, or to potential purchasers or assignees of the disclosing Party, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section 27 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 27.
- 27.4. Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 27.5. No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.
- 27.6. Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 27.7. Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of

- this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 27.8. Termination of Agreement. Upon termination of this Agreement for any reason, each Party shall, within ten (10) calendar days of receipt of a written request from the other Party, use reasonable efforts to destroy, erase, or delete (with such destruction, erasure, or deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.
- 27.9. Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 27. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this Section 27, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 27, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 27.
- 27.10. Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Section 27 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Each Party is prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC or its staff. Each Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.
- 27.11. Subject to the exception in Section 27.10, Confidential Information shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by

the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a balancing authority area operator including disclosing the Confidential Information to a regional transmission organization or the ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**28. Entire Agreement:**

This Agreement and the Service Agreement constitute the complete and final expression of the agreement between the Parties and are intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement and the Service Agreement.

**29. Ambiguities:**

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

**30. Signature Clause:**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

SOUTHERN CALIFORNIA EDISON COMPANY

By: \_\_\_\_\_  
Name:  
Title:

CITY OF MORENO VALLEY

By: \_\_\_\_\_

Name:  
Title:

## Exhibit A

### Interconnection Facilities Description

1. Substation:
  - a. Karma 115 kV Substation – Scope of Work by Moreno Valley
    - i. Engineer and construct a 115kV interconnection facility, arranged in a three-element ring-bus configuration to provide service to interconnect one 115 kV Moreno Valley owned transmission line, including, but not limited to the following:
      1. Install three (3) 115 kV, 2000A, 40KA circuit breakers with associated structures and foundations.
      2. Install 69/115 kV, 115/69 kV and 115/69 kV potential transformers for relay potential of the L90 and SEL-311L relays. Communication between relays can be direct fiber, but must be diversely routed through conduit (25 foot separation minimum) from Kitching Substation.
      3. Install one (1) 115 kV ring bus switchyard structure with associated foundations.
      4. Install seven (7) sets of 115 kV, 2000A, three pole group-operated vertical mounted disconnect switches.
      5. Install a Mechanical Electrical Equipment Room (“MEER”) according to SCE standards and include the following:
        - a. Install One (1) G.E. L90 relay and one (1) SEL-311L relay on a 19 inch rack for the new Valley – Karma – Alessandro 115 kV line protection.
        - b. Install two (2) G.E. F35 relays (or equivalent relays as approved by SCE) on a 19 inch rack for Moreno Valley – Karma 115 kV line protection.
        - c. Install two (2) 19 inch racks for Distribution Provider’s telecommunication equipment.
        - d. Install one (1) 19 inch rack for Distribution Provider’s RTU.
        - e. Install lightwave, channel and associated equipment at Karma 115 kV Substation out-of the communications room of the new MEER at Karma 115 kV Substation.
      6. Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the SCE’s RTU in accordance with the Interconnection Handbook.
      7. Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the SCE’s telecommunications terminal equipment in accordance with the Interconnection Handbook.
      8. Install a revenue metering cabinet and revenue metering equipment (typically, voltage and current transformers) at the Karma 115 kV Substation to meter the Wholesale Load, as specified by the SCE.

9. Allow the SCE to install, in the revenue metering cabinet provided by Moreno Valley, revenue meters and appurtenant equipment required to meter the Wholesale load.
  10. Acquire approximately 168 feet by 140 feet (includes land for MEER), and 10 feet of outside fence perimeter for the construction of the Karma 115 kV Substation.
  11. Perform all required activities related to the licensing, permitting and environmental work associated with the Karma 115 kV Substation and include all necessary SCE facilities and land associated with the Valley - Alessandro – Cajalco 115 kV line loop into Karma 115 kV Substation in any pertinent licensing, permitting and environmental documents.
- ii. All work to be performed using SCE approved contractors and shall be according to SCE engineering, design, layout, materials and construction standards.
- b. Kitching Substation – Scope of Work by Moreno Valley:
    - i. Install one (1) SEL-311L relay and one (1) L90 relay compatible with relays at Karma 115 kV Substation.
    - ii. Communication between relays can be direct fiber, but must be diversely routed through conduit (25 foot separation minimum) from Karma 115 kV Substation.
  - c. Karma 115 kV Substation – Scope of Work by SCE
    - i. Review the complete engineering and design drawings and bills of materials submitted by Moreno Valley to verify their compliance with the SCE engineering and design standards.
    - ii. Install one (1) Remote Terminal Unit (RTU).
    - iii. Inspect the site during construction to verify compliance with SCE Materials and Construction Standards.
    - iv. Loop the Valley – Alessandro – Cajalco 115 kV line into the Karma 115 kV Substation and form the two new Valley – Cajalco – Karma and Alessandro - Karma 115kV Lines.
    - v. Test the substation, circuit breakers, facilities, relay protection, telecommunication equipment, controls, and all appurtenant equipment.
  - d. Valley Substation – Scope of Work by SCE
    - i. Upgrade the line protection relay settings on the Valley – Alessandro - Cajalco 115kV Line Position. This line will become the new Valley – Cajalco - Karma 115kV Line.
  - e. Cajalco Substation – Scope of Work by SCE
    - i. Upgrade the line protection relays setting on the Valley – Alessandro – Cajalco 115 kV line position. This line will become the new Valley – Cajalco - Karma 115 kV line.
  - f. Alessandro Substation – Scope of Work by SCE
    - i. Upgrade the line protection relays on the Valley – Alessandro – Cajalco 115 kV line position. This line will become the new Alessandro - Karma 115 kV line.
    - ii. Remove existing relay protection and install one (1) G.E. L90 relay and one (1) SEL-311L relay.



2. Sub-Transmission – Scope of Work by SCE:
  - a. Valley – Alessandro – Cajalco 115kV Line
    - i. Install one (1) double circuit tubular steel pole on existing circuit.
    - ii. Install loop for Karma 115 kV Substation on existing 115 kV line.
    - iii. Install 1,500 feet of 954 SAC conductor for the loop.
  - b. Update system diagrams and drawings to reflect the addition of the Karma 115 kV Substation and the new Valley – Cajalco - Karma and Alessandro - Karma 115 kV lines.
3. Telecommunications – Scope of Work by SCE:
  - a. Install lightwave, channel and associated equipment at Valley, Cajalco and Alessandro Substations, build out of the communications facilities in the new MEER at Karma 115 kV Substation.
  - b. Install two (2) diverse paths (Path A and Path B) from the two (2) SCE installed vaults outside Karma 115 kV Substation to the Karma 115 kV Substation MEER as follows:
    - i. Path A: Install approximately 675 feet of new conduit of overhead fiber optic cable on existing SCE poles, a first vault and 250 feet of single mode fiber optic cable to the inside of the Karma 115 kV Substation MEER.
    - ii. Path B: Install approximately 1000 feet of new underground fiber optic cable in new ECS conduit, a second vault and 200 feet of single mode fiber optic cable to the inside of the Karma 115 kV Substation MEER.
4. Metering Services Organization – Scope of Work by SCE:
  - a. Install 115 kV metering units at Karma 115 kV Substation to meter Moreno Valley Wholesale load.
5. Power System Control – Scope of work by SCE:
  - a. Install a full size real-time RTU to monitor and control as follows:
    - i. MW and MVAR on the incoming SCE Lines
    - ii. MW and MVAR on the outgoing Moreno Valley Line
    - iii. Bus Voltage
    - iv. Circuit Breaker Status
    - v. Circuit Beaker Control
    - vi. Protection Relays Status
    - vii. Alarms Status
    - viii. Add the points to existing HMI at Alessandro Substation
    - ix. Upgrade points to energy management system
6. Corporate Real Estate – Scope of Work by SCE
  - a. Perform all required activities necessary to support the new Karma 115 kV Substation and to loop in the existing Valley – Alessandro - Cajalco 115 kV line into Karma 115 kV Substation.



## Exhibit B

### Interconnection Facilities Cost and Distribution Upgrades Cost

#### 1. Estimated Interconnection Facilities Cost and Distribution Upgrades Cost

Element	Interconnection Facilities Cost	Distribution Upgrades Cost	One-Time Cost	Project Payment Amount	ITCC
<b>SCE-Constructed Facilities</b>					
• Karma 115 kV Substation	\$0.00	\$0.00	\$933,156.00	\$933,156.00	
• Alessandro Substation	\$0.00	\$411,281.00	\$0.00	\$411,281.00	
• Sub-Transmission Line (LoopValley-Alessandro-Cajalco 115 kV line into Karma Sub.)	\$0.00	\$380,889.00	\$0.00	\$380,889.00	
• Telecommunications & Carrier Solutions	\$0.00	\$1,083,989.00	\$0.00	\$1,083,989.00	
• Metering	\$36,746.00	\$0.00	\$0.00	\$36,746.00	
• Power System Control	\$76,872.00	\$0.00	\$36,810.00	\$113,682.00	
• Corporate Real Estate	\$115,039.00	\$0.00	\$0.00	\$115,039.00	
• Corporate Environmental Services	\$0.00	\$66,131.00	\$0.00	\$66,131.00	
<b>Subtotal</b>	<b>\$228,657.00</b>	<b>\$1,942,290.00</b>	<b>\$969,966.00</b>	<b>\$3,140,913.00</b>	<b>\$493,790.74</b>
<b>Moreno Valley-Constructed, SCE Owned Facilities</b>					
• Deeded Facilities (Karma 115 kV Substation)	\$3,659,087.00	\$0.00	\$0.00	\$3,659,087.00	\$878,180.88
<b>Subtotal</b>	<b>\$3,659,087.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,659,087.00</b>	<b>\$878,180.88</b>
<b>Total</b>	<b>\$3,887,744.00</b>	<b>\$1,942,290.00</b>	<b>\$969,966.00</b>	<b>\$6,800,000.00</b>	<b>\$1,371,971.62</b>

Estimated Interconnection Facilities Cost = (SCE-Constructed Interconnection Facilities Cost + One-Time Cost associated with SCE-Constructed Interconnection Facilities Cost + ITCC associated with SCE-Constructed Interconnection Facilities Cost + + Moreno Valley Constructed, SCE Owned Interconnection Facilities Cost + ITCC associated with Moreno Valley Constructed, SCE Owned Interconnection Facilities Cost) = \$228,657.00 + \$0.00 + \$52,009.00 + \$3,659,087.00 + \$878,180.88 = \$4,817,933.88

Estimated Distribution Upgrades Cost = (SCE-Constructed Distribution Upgrades Cost + One-Time Cost associated with SCE-Constructed Distribution Upgrades Cost + ITCC associated with SCE-Constructed Distribution Upgrades Cost) = \$1,942,290.00 + \$969,966.00 + \$441,781.74 = \$3,354,037.74

#### 2. Actual Interconnection Facilities Cost and Distribution Upgrades Cost

Element	Interconnection Facilities Cost	Distribution Upgrades Cost	One-Time Cost	Project Payment Amount	ITCC
<b>SCE-Constructed Facilities</b>					
• Karma 115 kV Substation					
• Valley Substation					
• Vista Substation					
• Moreno Substation					

• Sub-Transmission Line (Loop into Karma 115 kV Substation)					
• Telecommunications – Line Protection & RTU					
• Metering					
• Power System Control					
• Corporate Real Estate					
Subtotal					
<b>Moreno Valley-Constructed, SCE Owned Facilities</b>					
• Deeded Facilities (Karma 115 kV Substation)					
Subtotal					
Total					

Actual Interconnection Facilities Cost = (SCE-Constructed Interconnection Facilities Costs + ITCC associated with SCE-Constructed Interconnection Facilities Cost + One-Time Cost associated with SCE-Constructed Interconnection Facilities Cost + ITCC associated with Moreno Valley-Constructed, SCE owned Karma 115 kV Substation Interconnection Facilities Cost) =

Actual Distribution Upgrades Cost = (SCE-Constructed Distribution Upgrades Costs + ITCC associated with SCE-Constructed Distribution Upgrades Cost + One-Time Cost associated with SCE-Constructed Distribution Upgrades Cost + ITCC associated with Moreno Valley-Constructed, SCE owned Karma 115 kV Substation Distribution Upgrades Cost) =

**3. Monthly Charges:**

(a) Interconnection Facilities Charge

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date	See Section 4.2 of Attachment J to the WDAT Tariff*	\$3,887,744.00	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Customer-Financed Interconnection Facilities Cost	[to be inserted after true-up]	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Customer-Financed Interconnection Facilities Cost

(b) Distribution Upgrades Charge

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated		Actual	
		Distribution Upgrades Cost	Distribution Upgrades Cost	Distribution Upgrades Cost	Distribution Upgrades Charge
As of the Interconnection Facilities Completion Date	See Section 4.2 of Attachment J to the	\$1,942,290.00	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x	[to be inserted after true-up]	Customer-Financed Monthly Rate for Non-ISO-Controlled

Attachment: Kirching Sub 115 kV IFA (2214 : APPROVE 115KV INTERCONNECTION FACILITIES AGREEMENT BETWEEN THE CITY OF

	WDAT* Tariff		Customer-Financed Interconnection Facilities Cost		Facilities x Customer- Financed Interconnection Facilities Cost
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\* Attachment J to the WDAT is available at the following link: <https://www.sce.com/open access>

## Exhibit C

### Engineering And Construction

#### Payment Schedule

Payment Period	Due Date	Interconnection Facilities Cost	Distribution Upgrades Cost	One-Time Cost	Total Payment	ITCC
1	10/1/2016	\$2,083.00	\$17,692.00	\$8,835.00	\$28,610.00	\$4,350.50
2	11/1/2016	\$2,662.00	\$22,605.00	\$11,288.00	\$36,555.00	\$5,558.74
3	12/1/2016	\$3,379.00	\$28,703.00	\$14,335.00	\$46,417.00	\$7,058.04
4	1/1/2017	\$4,370.00	\$37,122.00	\$18,539.00	\$60,031.00	\$9,128.24
5	2/1/2017	\$5,452.00	\$46,318.00	\$23,131.00	\$74,901.00	\$11,389.40
6	3/1/2017	\$6,722.00	\$57,094.00	\$28,512.00	\$92,328.00	\$14,039.52
7	4/1/2017	\$8,162.00	\$69,329.00	\$34,622.00	\$112,113.00	\$17,048.02
8	5/1/2017	\$9,732.00	\$82,668.00	\$41,284.00	\$133,684.00	\$20,328.00
9	6/1/2017	\$11,356.00	\$96,462.00	\$48,172.00	\$155,990.00	\$23,719.96
10	7/1/2017	\$12,921.00	\$109,755.00	\$54,811.00	\$177,487.00	\$26,988.72
11	8/1/2017	\$14,287.00	\$121,355.00	\$60,604.00	\$196,246.00	\$29,841.24
12	9/1/2017	\$15,304.00	\$130,006.00	\$64,924.00	\$210,234.00	\$31,968.20
13	10/1/2017	\$15,850.00	\$134,639.00	\$67,238.00	\$217,727.00	\$33,107.58
14	11/1/2017	\$15,850.00	\$134,639.00	\$67,238.00	\$217,727.00	\$33,107.58
15	12/1/2017	\$15,304.00	\$130,006.00	\$64,924.00	\$210,234.00	\$31,968.20
16	1/1/2018	\$14,668.00	\$124,596.00	\$62,222.00	\$201,486.00	\$33,423.36
17	2/1/2018	\$13,266.00	\$112,686.00	\$56,275.00	\$182,227.00	\$30,228.48
18	3/1/2018	\$11,660.00	\$99,037.00	\$49,459.00	\$160,156.00	\$26,567.28
19	4/1/2018	\$9,992.00	\$84,875.00	\$42,386.00	\$137,253.00	\$22,768.08
20	5/1/2018	\$8,380.00	\$71,180.00	\$35,547.00	\$115,107.00	\$19,094.40
21	6/1/2018	\$6,901.00	\$58,619.00	\$29,274.00	\$94,794.00	\$15,724.80
22	7/1/2018	\$5,599.00	\$47,555.00	\$23,749.00	\$76,903.00	\$12,756.96
23	8/1/2018	\$4,486.00	\$38,113.00	\$19,033.00	\$61,632.00	\$10,223.76
24	9/1/2018	\$3,561.00	\$30,248.00	\$15,106.00	\$48,915.00	\$8,114.16
25	10/1/2018	\$2,805.00	\$23,820.00	\$11,895.00	\$38,520.00	\$6,390.00
26	11/1/2018	\$2,195.00	\$18,645.00	\$9,311.00	\$30,151.00	\$5,001.60
27	12/1/2018	\$1,710.00	\$14,523.00	\$7,252.00	\$23,485.00	\$3,895.92
<b>Total</b>		<b>\$228,657.00</b>	<b>\$1,942,290.00</b>	<b>\$969,966.00</b>	<b>\$3,140,913.00</b>	<b>\$493,790.74</b>

Interconnection Facilities Payment = (SCE-Constructed Interconnection Facilities Cost + One-Time Cost associated with SCE-Constructed Interconnection Facilities Cost + ITCC associated with SCE-Constructed Interconnection Facilities Cost) = (\$228,657.00 + \$0.00 + \$52,009.00 = \$280,666.00

Distribution Upgrades Payment = (SCE-Constructed Distribution Upgrades Cost + One-Time Cost associated with SCE-Constructed Distribution Upgrades Cost + ITCC associated with SCE-Constructed Distribution Upgrades) = \$1,942,290.00 + \$969,966.00 + \$441,781.74 = \$3,354,037.74





## KITCHING SUBSTATION UPDATE

August 19, 2016

### BACKGROUND

As MVU continues to grow and expand its service, several capital improvement projects totaling \$25.1 million have been identified that are necessary to accommodate increasing demands for electricity. The rapid growth of large commercial projects in the South industrial area has created a need to expand capacity by funding and constructing the Kitching Substation project in the amount of \$17.765 million. Additional projects totaling \$7.3 million will be needed within the next two years in order to improve system reliability and to improve system automation. All of the projects have been included in MVU's 10-Year CIP plan approved by the MVU Commission and City Council on May 15, 2015 and May 26, 2015, respectively. These projects include the following:

Project Title	Project Description	Estimated Cost
Kitching Substation	Install 115kV/12kV substation	\$13,489,000
Kitching Substation to Edwin Rd.	Install conduit and cable from Kitching to Edwin Rd.	\$480,000
Kitching Backbone to Indian	Circuit going north towards Heacock for reliability	\$787,000
Kitching Substation to Perris Blvd.	Allow part of Iris circuit to transfer to Kitching substation	\$414,000
Kitching Substation to Lasselle Sports Park	Create a tie to Lasselle 12kV	\$477,000
Load transfer to Iris Interconnect	Install cable from Iris to Indian	\$378,000
Kitching Substation to Globe	Connect new circuit to Globe interconnect	\$459,000
Kitching Backbone to Perris Blvd.	Install conduit and cable along Modular Way to Perris Blvd.	\$465,000
Kitching – Nason 12kV tie	Ties Kitching substation to MoVal substation providing additional reliability	\$816,000
Alessandro Blvd. Tie	Ties Centerpointe interconnects to MoVal substation	\$2,025,000
Heacock St. Tie	Ties Centerpointe interconnects to South Industrial area	\$1,396,350
Electrical system automation	Build automation, communication, and protection in circuits	\$2,000,000
MoVal Substation upgrade	Addition of 3 <sup>rd</sup> transformer bank	\$1,925,000
<b>Total</b>		<b>\$25,111,350</b>





## KITCHING SUBSTATION UPDATE

August 19, 2016

- (2) circuit breakers, five (5) disconnect switches, one (1) switchgear and bus duct, and two (2) capacitor banks.
2. The drawings for the transformers, circuit breakers, and disconnect switches are 100% complete. The drawings for the switchgear and capacitor banks are 50% complete.
  3. The timing of the Notice to Proceed with fabrication will take into consideration the fabrication time and avoidance of storage fees.

### E. INTERCONNECTION ACTIVITIES

1. The Interim Engineering and Design Plan Check Agreement was approved and executed. The Interconnection Facilities Agreement (IFA) between the City and SCE is scheduled for the September 6, 2016 Council Meeting.

### F. FINANCIAL STATUS

1. A cost estimate of the major components of a substation was previously provided. The estimate was based on previous experience only, and not verified by the design engineer. The estimate that was given is provided below.

	Quantity	Ea. Price	Total	Estimate of Long-Lead Items	Actual Bid Amount	Contingency	Total Bid Award
28 MVA transformers	2	\$ 1,250,000	\$ 2,500,000	\$ 2,500,000	\$ 1,302,752	\$ 130,275	\$ 1,433,027
115kV breakers	2	\$ 90,000	\$ 180,000	\$ 180,000	\$ 109,565	\$ 10,957	\$ 120,522
12kV breakers*	15	\$ 8,000	\$ 120,000	included in switchgear and bus duct bid			
Steel and bus work	1	\$ 200,000	\$ 200,000				
Capacitor bank	2	\$ 600,000	\$ 1,200,000	\$ 1,200,000	\$ 174,160	\$ 8,708	\$ 182,868
Control room*	1	\$ 500,000	\$ 500,000	included in switchgear and bus duct bid			
Protection relays*	21	\$ 15,000	\$ 315,000	included in switchgear and bus duct bid			
Design & Engineering	1	\$ 500,000	\$ 500,000				
Construction & other materials	1	\$ 685,000	\$ 685,000				
<b>*Switchgear and bus duct</b>				<b>\$ 935,000</b>	<b>\$ 1,294,088</b>	<b>\$ 64,703</b>	<b>\$ 1,358,791</b>
<b>**Disconnect switch</b>					<b>\$ 34,491</b>	<b>\$ 1,725</b>	<b>\$ 36,216</b>
			<b>\$ 6,200,000</b>	<b>\$ 4,815,000</b>	<b>\$ 2,915,056</b>	<b>\$ 216,368</b>	<b>\$ 3,131,424</b>
SCE Switchyard			\$ 6,800,000				
Land purchase, based on appraisal	1	\$ 489,000	\$ 489,000				
			<b>\$ 13,489,000</b>				
*The switchgear and bus duct includes 12kV breakers, control room, and protection relays.							
**We did not previously provide a non-engineered estimate for the disconnect switch.							

# KITCHING SUBSTATION UPDATE

August 19, 2016

## 2. Project budget and actuals through June 30, 2016:

Project No.	Project Title	FY 14/15 Budget	FY 15/16 Budget	FY 16/17 Budget	Total Budget	Actuals (Cash)	Actuals (Bonds)	Total Actuals
805 0027	<b>Kitching Substation</b>	\$489,000	\$4,109,885	\$8,890,115	<b>\$13,489,000</b>	\$1,636,590.26	\$211,988.84	<b>\$1,848,579.10</b>
805 0040	Kitching Sub to Edwin Rd	\$0	\$15,000	\$465,000	<b>\$480,000</b>	\$7,060.52	\$0.00	<b>\$7,060.52</b>
805 0034	Kitching backbone to Indian	\$0	\$16,000	\$771,000	<b>\$787,000</b>	\$0.00	\$0.00	<b>\$0.00</b>
805 0036	Kitching Sub to Perris	\$0	\$15,000	\$399,000	<b>\$414,000</b>	\$0.00	\$0.00	<b>\$0.00</b>
805 0037	Kitching Sub to Lasselle Park	\$0	\$35,000	\$442,000	<b>\$477,000</b>	\$13,551.60	\$0.00	<b>\$13,551.60</b>
805 0031	Kitching Sub load transfer	\$0	\$0	\$378,000	<b>\$378,000</b>	\$0.00	\$0.00	<b>\$0.00</b>
805 0041	Kitching Sub to Globe	\$0	\$15,000	\$444,000	<b>\$459,000</b>	\$5,241.48	\$0.00	<b>\$5,241.48</b>
805 0042	Kitching backbone to Perris	\$0	\$15,000	\$450,000	<b>\$465,000</b>	\$14,620.50	\$0.00	<b>\$14,620.50</b>
805 0032	Kitching – Nason 12kV tie	\$0	\$15,000	\$801,000	<b>\$816,000</b>	\$0.00	\$0.00	<b>\$0.00</b>

## G. PICTURES



Property view looking west.



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** September 6, 2016

**TITLE:** AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BID

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Waive the formal bidding requirements for technology annual maintenance payments.
2. Waive the insurance requirements for technology annual maintenance payments that do not require on-site maintenance.
3. Authorize the City Manager, or designee, to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed \$1,167,070 (\$1,067,070 contractual payments and \$100,000 or 9.3 percent contingency) during Fiscal Year 2016-17.

This report requests Council's approval for payments for annual maintenance and support agreements for the wide range of software used throughout the City.

As has been done in prior years and consistent with the City's ongoing commitment to transparency and accountability, a schedule of technology related annual maintenance payments is presented for the City Council's approval. The City's ability to continue to use technology is typically tied to the continuation of annual maintenance payments for that technology. While all technology purchases requiring City Council approval include annual maintenance costs, these costs may continue beyond the initial purchase contract term if the City continues to use the software. Therefore, the requested authorizations make such payments transparent to all interested parties. Due to the unique requirements of technology annual maintenance payments, staff also seeks authorization to waive the formal bidding and insurance requirements associated with

these technology payments.

## **DISCUSSION**

The City's Purchasing Ordinance allows for exceptions to the normal bidding process for materials, supplies, equipment, and services. Sections 3.12.080 and 3.12.250-270 recognize that the City's best interests are served by waiving formal bidding requirements under certain circumstances. The annual maintenance for Technology Services (TS) software, hardware, and off-site maintenance services falls into this category.

Annual maintenance payments are negotiated or purchased as part of the initial equipment or service purchase, per the City's Purchasing Ordinance, but they are budgeted and paid each year. The City does not fund multi-year maintenance payments in advance when the equipment or service does not have a foreseeable termination date. It is not in the City's best interests to attempt to bid such payments annually.

Additionally, many vendors are the sole providers of the support for their products (e.g. software, hardware, and professional services). Many of these sole source providers do not sell directly to customers; they have outsourced all sales functions to Distributors. Thus, technology software, equipment, and maintenance services may appear to have multiple sources but that is an artifact of the manufacturer having outsourced its sales functions. Therefore, the vendors listed in the attached schedule (Attachment 1) should be declared sole source providers per Section 3.12.080 of the City's Purchasing Ordinance.

Waiving the normal insurance requirements for these payments is also requested for two reasons. The first reason is that applicable insurance requirements have already been met for the initial purchase of the software, equipment, and maintenance. Re-occurring payments should not trigger additional insurance requirements; although any insurance requirements necessary for the initial purchase will be kept current. In addition, annual maintenance payments are a continuation of existing software or equipment use, or maintenance services that do not involve vendors coming on-site. Furthermore, none of the vendors listed below stores assets or information for the City so there is no risk of them losing or damaging City assets. Thus the City's usual insurance requirements are not applicable to these payments.

## **ALTERNATIVES**

1. Waive the formal bidding requirements for technology annual maintenance payments.
2. Waive the insurance requirements for technology annual maintenance payments.
3. Authorize the City Manager, or designee, to make technology annual maintenance payments to various vendors for an aggregate amount not-to-

exceed \$1,167,070 (\$1,067,070 contractual payments and \$100,000 or 9.3 percent contingency) during Fiscal Year 2016-17.

4. Do not waive the formal bidding and insurance requirements nor authorize the technology annual maintenance payments. *This action would preclude the City from using its existing communications, radio, and computer technology.*
5. Provide staff with further direction.

**Staff recommends Alternatives 1, 2 and 3.**

### **FISCAL IMPACT**

Funding for all technology annual maintenance payments is available in the Technology Services and Police Department operating budget accounts due to the City Council's approval of the FY 2016-17 budget.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
TS Maintenance	GF	1010-16-39-25410-625010	Exp	\$733,702	None	\$733,702
TS Maintenance	GF	1010-16-39-25411-625010	Exp	\$ 98,449	None	\$ 98,449
TS Maintenance	GF	1010-16-39-25412-625010	Exp	\$100,200	None	\$100,200
TS Maintenance	GF	1010-16-39-25413-625010	Exp	\$ 57,600	None	\$ 57,600
PD Maintenance	GF	1010-60-65-40010-620930	Exp	\$125,000	None	\$125,000
PD Maintenance	GF	1010-60-65-40010-625010	Exp	\$ 70,320	None	\$ 70,320

### **NOTIFICATION**

N/A

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Hargis  
Technology Services Division Manager

Department Head Approval by:  
Thomas M. DeSantis  
Assistant City Manager

Concurred By:  
Rix Skonberg  
Purchasing Division Manager

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. attachmentAnnualTechnologyMaintPaymentsFY17

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/24/16 2:57 PM
City Attorney Approval	<u>✓ Approved</u>	8/24/16 3:47 PM
City Manager Approval	<u>✓ Approved</u>	8/25/16 9:53 AM

VENDOR NAME	DESCRIPTION	APPROX. COST THIS FISCAL YEAR
A. M. Best Company, Inc.	Insurance Rating software for Risk Management	584
Accela	Legislative Mgmt and Permitting software	102,306
Active Network	Parks software & Cashiering software	16,766
Advantage Business Equip.	Check Signer for Finance	629
Airmagnet	Wireless Analysis	600
Airtight Networks	Wireless Security monitoring	2,005
AppDev/Learn Now	Training for programming	897
APWA Paver	PW Street Paving software	550
AutoTurn MAP	Transoft Solutions	1,463
Barracuda	E-mail and Senior Center Web filter	1,400
Centurion	PC lockdown software for ERC	300
CF&D	Box Springs Tower land lease	20,400
Cogent	ISP Redundant 50 MB	16,000
Commvault	Backup software, City Hall and PD	11,250
Data Ticket	Parking Ticket software/service	1,134
Digital Telecom Corp	AVST Voicemail system	12,100
Dimension Data	24x7 maintenance for Cisco and NEC PBX Equipment	30,500
DLT Solutions	AutoCAD	12,872
Dynamic Communities	MS CRM User Group	700
Eagle Aerial Map Co.	GIS imagery and data files	15,000
ESET	Workstation antivirus	5,400
ESI Acquisition, Inc.	WebEOC - EOC Situation software & mapping	14,190
ESRI	GIS software	26,840
Exclaimer	Email signature line software	899
Firgen Log Analyzer	ASA log analyzer	500
Global Software	Spreadsheet Server/Executive Dash	23,178
Halo	IT Training Subscription	3,770
HDL Coren & Cone	Property Tax software	21,450
HDL Software, LLC	Business Licensing and False Alarm software	16,802
Hitachi Data Systems	Maintenance and support services	125,900
HLP, Inc. (Chameleon)	Animal Control software	17,626
Hostway	External website hosting	383
HP SAN Support	Citywide file storage	17,500
HP Tape Library support	Tape Library for City Hall and PD	3,300
Hyland Software	OnBase/SIRE	5,571
iBoss Web filter	Web filter site license 3 year	4,000
Idera	SQL Admin Toolset	158
Iron Mountain	Offsite tape storage	14,000
Jam Fire Protection Svc's	EOC Equipment Room	2,000
Latitude Geographic	GIS hosting and GeoCortex tools	22,540
Level3	ISP 100 MB and 10 MB Connections	46,600
MatrikonOPC	OPC Tunneller/Client for SCADA	1,010
Mitchell1	City Yard Fleet Maintenance	951
MPulse	Facilities Online Request System	4,838

<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>APPROX. COST THIS FISCAL YEAR</b>
NEAD/MyCivic	City Smartphone App	6,000
Nobel Systems	GIS Conversion	15,240
Qualys	External security audit provider	2,200
REI Mathew Bender & Co.	Time Matters software for City Attorney	1,980
Riverside County GIS Data Agreement	Subscription to City Centerline and Parcel Digital Landbase	5,600
Riverside County VPN	VPN access for Code Enforcement	600
Rowekampt	SimpleSigns/SimpleSync/Rowemap	1,100
San Bernardino & RS County Fire Equipment	Bi-annual FM-200 Testing	1,400
Shavlik	PC patch updates	4,000
Socrata	Open Data Portal	12,555
SoftwareOne - Microsoft	MS Enterprise Agreement and Adobe software	201,650
SolarWinds	Network monitoring and helpdesk tools	4,499
Sonicwall Aventail	VPN for remote access	1,100
Sourcefire IPS	Intrusion Prevention System	3,000
TeleMate.Net	Call Accounting Software support	1,500
Tyler Technologies	New World ERP support and escrow	152,734
VMware	VMware Support	6,000
Webfortis	MS Dynamics CRM Support	15,050
WildPackets (OmniPeek)	Network Analysis	4,000





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** September 6, 2016

**TITLE:** RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2017 THROUGH JUNE 30, 2017 (ROPS 16-17B)

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council as Successor Agency:**

1. Adopt Resolution No. SA 2016-02. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule and Administrative Budget for the Period of January 1, 2016 through June 30, 2017 (ROPS 16-17B), and Authorizing the City Manager acting for the Successor Agency or her Designee to Make Modifications Thereto.
2. Authorize the transmittal of the ROPS 16-17B, for the period of January 1, 2016 through June 30, 2017, including Administrative Budget for the said period, to the Oversight Board for review and approval.

### **SUMMARY**

This report recommends adoption of the proposed Resolution approving the amended Recognized Obligation Payment Schedule (ROPS 16-17B), including the Administrative Budget, for the period of January 1, 2017 through June 30, 2017. The ROPS 16-17B amendment is being proposed to increase the payment to Robertson's Ready Mix Inc. based on revenues received by the City.

As successor agency (“Successor Agency”) to the Community Redevelopment Agency (RDA) of the City of Moreno Valley, the City is responsible for winding down the affairs of the former RDA including disposing of its assets, making payments and performing other obligations owed for Enforceable Obligations. The Recognized Obligation Payment Schedules for certain applicable periods provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA’s legally binding and enforceable agreements as required by law.

The ROPS 16-17B was presented to the Finance Sub Committee on August 24, 2016 and was recommended for review

## **DISCUSSION**

ABX1 26 has required the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”) for each six-month period. Now, each ROPS will be submitted to and approved by the Department of Finance on an annual basis and may be amended once each year if the Successor Agency’s oversight board (“Oversight Board”) makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second one-half of the ROPS period, which shall be defined as January 1 to June 30, inclusive. The Resolution attached to this report contains such a finding and the Oversight Board will be asked to make the same finding. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Successor Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation. AB 1484 further clarifies certain matters associated with the dissolution of former redevelopment agencies and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of Successor Agency assets.

In order to facilitate the wind down process, on behalf of the Successor Agency, the City Council has adopted the following Resolutions:

- Resolution No. 2012-13, adopted on February 28, 2012, approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012.
- Resolution No. 2012-22, adopted on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.
- Resolution No. SA 2013-02, adopted on February 26, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 A) for the period of July 1, 2013 through December 31, 2013.

- Resolution No. SA 2013-09, adopted on September 24, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 B) for the period of January 1, 2014 through June 30, 2014.
- Resolution No. SA 2014-01, adopted on February 25, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 A) for the period of July 1, 2014 through December 31, 2014.
- Resolution No. SA 2014-02, adopted on September 23, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 B) for the period of January 1, 2015 through June 30, 2015.
- Resolution No. SA 2015-01, adopted on February 24, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 A) for the period of July 1, 2015 through December 31, 2015.
- Resolution No. SA 2015-02, adopted on September 22, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 B) for the period of January 1, 2016 through June 30, 2016.
- Resolution No. SA 2016-01, adopted on January 19, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17) for the period of July 1, 2016 through June 30, 2017.

Once approved, the ROPS 16-17B will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the State Department of Finance, and posted to the City's website.

### **ALTERNATIVES**

1. Adopt the attached proposed resolution, which approves the amended Recognized Obligation Payment Schedule, including the administrative budget, for the period of January 1, 2017 through June 30, 2017 and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*
2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

### **FISCAL IMPACT**

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA’s legally binding and enforceable agreements. The ROPS 16-17B will serve as authorization to pay obligations listed during the noted period including allowable administrative costs of \$125,000.

With the dissolution of the former RDA, there are continued risks that the payment of certain agreements may not be approved by the California Department of Finance, which will impact the General Fund. When these costs can be considered a short-term loan from the City to the Successor Agency and thus considered an enforceable obligation of the Successor Agency, the City shall seek reimbursement as available.

**NOTIFICATION**

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Marshall Eyerman  
Chief Financial Officer

Department Head Approval:  
Marshall Eyerman  
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. Resolution No. SA 2016-02
- 2. Moreno Valley\_Amended\_ROPS\_16-17B

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/04/16 1:12 PM
City Attorney Approval	<u>✓ Approved</u>	8/24/16 10:34 AM
City Manager Approval	<u>✓ Approved</u>	8/25/16 9:53 AM

## RESOLUTION NO. SA 2016-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2017 THROUGH JUNE 30, 2017 (ROPS 16-17B), AND AUTHORIZING THE CITY MANAGER ACTING FOR THE SUCCESSOR AGENCY OR HIS/HER DESIGNEE TO MAKE MINOR MODIFICATIONS THERETO

**WHEREAS**, the City Council of the City of Moreno Valley agreed to serve as successor agency to the Community Redevelopment Agency of the City of Moreno Valley (“Former RDA”) commencing upon dissolution of the Former RDA on February 1, 2012 pursuant to Assembly Bill x1 26, as amended by AB 1484; and

**WHEREAS**, pursuant to Health and Safety Code Section 34177(l) and (o), before each fiscal period, the successor agency to a dissolved redevelopment agency such as the Former RDA is required to annually adopt a draft Recognized Obligation Payment Schedule (“ROPS”) that lists all of the obligations that are “enforceable obligations” within the meaning of Health and Safety Code Section 34171, and which identifies a source of payment for each such obligation from among (i) the Low and Moderate Income Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) the administrative cost allowance; (v) revenues from rents, concessions, interest earnings, and asset sales; and (vi) the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller to the extent no other source of funding is available or payment from property tax is contractually or statutorily required; and

**WHEREAS**, through Resolution No. SA 2016-01, adopted on January 19, 2016, the City of Moreno Valley (“City”), acting as the successor agency to the Former RDA (“Successor Agency”), approved ROPS 16-17 for the period July 1, 2016 through June 30, 2017; and

**WHEREAS**, due to the need to amend ROPS 16-17 pursuant to Health and Safety Code Section 34177(o), the City, acting as the Successor Agency, has prepared a ROPS and an administrative budget covering the period January 1, 2017 through June 30, 2017 (“ROPS 16-17B”); and

**WHEREAS**, the draft ROPS must be concurrently submitted to the County Administrative Officer, the County Auditor-Controller, the State Department of Finance, and the Successor Agency’s oversight board (“Oversight Board”).

1  
Resolution No. SA 2016-02  
Date Adopted: September 6, 2016

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1. RECITALS**

That the foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

**SECTION 2. FINDING**

That the City Council, acting for the Successor Agency, finds that a revision to ROPS 16-17 is necessary for the payment of approved enforceable obligations during the second one-half of the ROPS 16-17 period, which spans the period January 1, 2017 to June 30, 2017, inclusive.

**SECTION 3. APPROVAL OF ROPS 16-17B AND ADMINISTRATIVE BUDGET**

That the City Council acting on behalf of the Successor Agency hereby approve and adopt ROPS 16-17B and the related administrative budget, in substantially the form attached hereto as Exhibit "A."

**SECTION 4. TRANSMITTAL**

That City staff, acting for the Successor Agency, is directed to transmit the ROPS 16-17B to the Oversight Board, County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.

**Section 5. OTHER ACTS**

That the City Manager, acting for the Successor Agency, or his/her designee is hereby authorized to make minor modifications to the ROPS 16-17B, and each officer of the City, acting for the Successor Agency, is hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified, approved and confirmed. Such acts shall include, but shall not be limited to, reformatting of the ROPS 16-17B as may be required by the Department of Finance.

**Section 6. SEVERABILITY**

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or

2  
Resolution No. SA 2016-02  
Date Adopted: September 6, 2016

Attachment: Resolution No. SA 2016-02 [Revision 2] (2192 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR

application, and to this end the provisions of this Resolution are severable. The City Council acting for the Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

**Section 7. EFFECTIVE DATE**

That this Resolution shall take effect immediately upon adoption.

**Section 8. CERTIFICATION**

That the City Clerk acting for the Successor Agency shall certify to the passage of this Resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 6<sup>th</sup> day of September 2016.

\_\_\_\_\_  
Mayor acting for Successor Agency

ATTEST:

\_\_\_\_\_  
City Clerk acting for Successor Agency

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney acting for Successor Agency

3  
Resolution No. SA 2016-02  
Date Adopted: September 6, 2016

Attachment: Resolution No. SA 2016-02 [Revision 2] (2192 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR

**RESOLUTION JURAT**

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

I, Marie Macias, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2016-02 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 6th day of September, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

4  
Resolution No. SA 2016-02  
Date Adopted: September 6, 2016

Attachment: Resolution No. SA 2016-02 [Revision 2] (2192 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR



**EXHIBIT "A"**

**ROPS 16-17B COVERING JANUARY 1, 2017 THROUGH JUNE 30, 2017**

**SEE ATTACHED**

5  
Resolution No. SA 2016-02  
Date Adopted: September 6, 2016

**Attachment: Resolution No. SA 2016-02 [Revision 2] (2192 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR**

**Amended Recognized Obligation Payment Schedule (ROPS 16-17B) - Summary**

Filed for the January 1, 2017 through June 30, 2017 Period

Successor Agency: Moreno Valley  
 County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 16-17B Authorized Amounts	ROPS 16-17B Requested Adjustments	ROPS 16-17 Amended To
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	\$ 2,784,994	\$ 346,506	\$ 3,131,500
F RPTTF	2,659,994	346,506	3,006,500
G Administrative RPTTF	125,000	-	125,000
<b>H Current Period Enforceable Obligations (A+E):</b>	\$ 2,784,994	\$ 346,506	\$ 3,131,500

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
 Name Title  
 /s/\_\_\_\_\_  
 Signature Date

Attachment: Moreno Valley Amended\_ROPS\_16-17B (2192 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR





## 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:** September 6, 2016

**TITLE:** AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve an Independent Contractor Agreement with Leivas Lighting, Inc., 6320 Brockton Ave., Suite A, Riverside, CA 92506, to provide landscape lighting and electrical maintenance services within the City and Moreno Valley Community Services District landscape maintenance districts ("Agreement") for \$23,750.00 for fiscal year 2016/17.
2. Authorize the City Manager to execute the Agreement with Leivas Lighting, Inc.
3. Authorize the issuance of a purchase order for fiscal year 2016/17 to Leivas Lighting, Inc. in the not-to-exceed (NTE) amount consistent with the approved Agreement.
4. Authorize the City Manager to execute subsequent extensions or amendments to the Agreement, including the authority to authorize purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations and program approvals have been granted by the City Council, which may include potential contingencies for unanticipated work.

### **SUMMARY**

After having conducted a competitive Request for Proposal (RFP) process, staff is recommending the City Council and Community Services District (CSD) Board approve

an Independent Contractor Agreement for Landscape Lighting and Electrical Maintenance Services (the “Agreement”) with Leivas Lighting, Inc. The Agreement is for fiscal year (FY) 2016/17, with the potential to extend it for four additional one-year terms. The Agreement is for landscape lighting and electrical maintenance services within the City and CSD’s (collectively “City”) landscape maintenance districts.

Funding for these services is provided through a property owner approved parcel charge collected as part of the property tax bill to provide landscape maintenance of public parkway, medians and open space. Only those properties receiving benefit from the public landscaping pay the parcel charge.

## **DISCUSSION**

The City established special districts to provide the financial resources to maintain public landscaping in parkways, medians, and open space to designated developments throughout the community. Property owners within a special district pay a parcel charge as part of their annual property tax bill to pay for these services. Revenue received from the parcel charge funds the cost to provide the landscape maintenance services. The funds are restricted and can only be used for landscape maintenance services in the area for which they are collected.

Maintenance of the public landscape is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. The irrigation controllers within the landscaping and the landscape lighting within certain landscape areas requires either routine, monthly testing or repairs. The work is categorized as either “base work” or “additional work”, as defined below:

“Base work” is the regular, monthly illumination testing of landscape and monument light fixtures. The cost for this service is a set monthly cost.

“Additional work” may include, but is not limited to: replacement of or repairs to bulbs, timers, photo sensors, wiring, conduit or irrigation controller electrical systems. The cost of these services varies based upon the need and the additional work unit prices as listed in the Agreement.

The contractors are selected through a competitive Request For Proposal (RFP) process. Agreements for these services typically have a one-year term, with the possibility of up to four one-year extensions that could result in a five-year total term. On June 16, 2016, an RFP was issued for Landscape Lighting and Electrical Maintenance Services. The RFP requested information on the proposer’s: 1) overall understanding of the project and services to be performed; 2) qualified staffing and equipment to perform services; 3) references; and 4) costs for monthly testing and additional work.

Using its propriety algorithm, PlanetBids (the City’s online procurement system) notified 48 potential contractors of the RFP. Twenty-one downloaded the RFP from the PlanetBids portal. Representatives from six electrical maintenance companies attended

the optional pre-submittal meeting on June 23, 2016. Five responses were received before the RFP due date of 2:00 p.m. on July 18, 2016.

Evaluations of the responses were independently completed by the City’s Management Analyst (Facilities Division), Parks Maintenance Supervisor, and Associate Engineer (Land Development Division) all of whom have experience with reviewing RFPs and/or contract management. The total scores from the reviewers were averaged and are represented in the table below. Staff recommends awarding the Agreement for Landscape Lighting and Electrical Maintenance Services to the top ranked proposer, Leivas Lighting, Inc. (the “Contractor”).

**Project Evaluation Summary Report  
Landscape Lighting and Electrical Maintenance Services (2016-012)**

Criteria	Total Possible		Average				
	Weight	Weighted Score	Champion Electric Inc.	Inter Pacific Inc.	Leivas Inc.	Nevada-BKD Corp.	Sierra Pacific Electrical
Pricing	20	200	163.33	126.67	<b>200.00</b>	106.67	60.00
Project Understanding	30	300	245.00	200.00	<b>285.00</b>	175.00	135.00
Qualifications	35	350	309.17	204.17	<b>280.00</b>	169.17	239.17
References	15	150	140.00	102.50	<b>140.00</b>	100.00	122.50
<b>Total</b>		1000	857.50	633.34	<b>905.00</b>	550.84	556.67

The Agreement is subject to an annual Consumer Price Index (CPI) inflation adjustment, at the discretion of the City. The following table is the estimated five-year value of the Agreement, excluding any potential CPI adjustment.

Landscape Lighting and Electrical Maintenance Services						
	Potential Extensions					Total
	FY 2016/17 Agreement	FY 2017/18 1st Extension <sup>1</sup>	FY 2018/19 2nd Extension <sup>1</sup>	FY 2019/20 3rd Extension <sup>1</sup>	FY 2020/21 4th Extension <sup>1</sup>	
Base Work	\$ 4,050.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 25,650.00
Additional Work	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00	\$ 98,500.00
<b>Total</b>	<b>\$ 23,750.00</b>	<b>\$ 25,100.00</b>	<b>\$ 25,100.00</b>	<b>\$ 25,100.00</b>	<b>\$ 25,100.00</b>	<b>\$ 124,150.00</b>

<sup>1</sup> FY 2016/17 is for 9 months of monthly testing

<sup>2</sup> Potential extension based on 12 months of service and current fiscal year information. Subject to change for service level adjustments, adding/removing areas to be maintained, and unanticipated or emergency work.

Staff recommends the City Council authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into provided sufficient funding appropriations and program approvals have been granted by the City Council, the Contractor has provided satisfactory performance of the services, and both parties agree to extend the Agreement. Allowing the City Manager to extend or amend the Agreement, subject to City Council approvals identified herein, allows additional work services to be performed, based on available funding within each landscape district.

## ALTERNATIVES

1. Approve the Agreement for Landscape Lighting and Electrical Maintenance Services with Leivas Lighting, Inc. and related recommended actions as presented in this staff report. *Staff recommends this alternative to provide regular maintenance of the lighting and electrical systems in the City's landscape districts.*
2. Do not approve the Agreement. *Staff does not recommend this alternative as it may cause an interruption in the maintenance of lighting and electrical systems in the City's landscape districts. Additional costs may be incurred to obtain another electrical contractor with no guarantee that a more qualified contractor can be found at a better cost.*

## FISCAL IMPACT

Administration and maintenance costs to provide public landscape maintenance services is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charge can only be used for landscape maintenance services associated with the public landscaping in the respective landscape maintenance districts. Costs for these services are included in the City's FY 2016/17 Adopted Budget and are allocated in the amounts shown in the following table.

Service Area	GL ACCOUNT	LOCATIONS	BASE WORK <sup>2</sup> MAINTENANCE	FY 2016/17 <sup>1</sup>			
				MONTHLY COST BASE WORK	ANNUAL COST BASE WORK	ADDITIONAL WORK <sup>3</sup>	TOTAL
E-7	5013-70-79-25713-620910	4	Illumination Testing	\$ 90.00	\$ 810.00	\$ 4,000.00	\$ 4,810.00
M	5112-70-79-25719-620910	2	Illumination Testing	\$ 90.00	\$ 810.00	\$ 600.00	\$ 1,410.00
01	5014-70-79-25721-620910 SD LMD ZN 01-TG	3	Illumination Testing	\$ 90.00	\$ 810.00	\$ 3,500.00	\$ 4,310.00
02	5014-70-79-25721-620910 SD LMD ZN 02-HS	1	Illumination Testing	\$ 90.00	\$ 810.00	\$ 1,000.00	\$ 1,810.00
03	5014-70-79-25721-620910 SD LMD ZN 03-MVRW	10	Illumination Testing	\$ 90.00	\$ 810.00	\$ 4,000.00	\$ 4,810.00
01A	5014-70-79-25721-620910 SD LMD ZN 01A-RP					\$ 600.00	\$ 600.00
03A	5014-70-79-25721-620910 SD LMD ZN 03A-LPP					\$ 600.00	\$ 600.00
04	5014-70-79-25721-620910 SD LMD ZN 04-MVRE					\$ 1,200.00	\$ 1,200.00
05	5014-70-79-25721-620910 SD LMD ZN 05-SR					\$ 600.00	\$ 600.00
06	5014-70-79-25721-620910 SD LMD ZN 06-MF					\$ 600.00	\$ 600.00
07	5014-70-79-25721-620910 SD LMD ZN 07-CEL					\$ 600.00	\$ 600.00
08	5014-70-79-25721-620910 SD LMD ZN 08-SM					\$ 600.00	\$ 600.00
WQB	2008-70-29-20450-620910					\$ 600.00	\$ 600.00
E-8	5013-70-79-25714-620910					\$ 600.00	\$ 600.00
S	5114-70-79-25720-620910					\$ 600.00	\$ 600.00
Total				\$ 450.00	\$ 4,050.00	\$ 19,700.00	\$ 23,750.00

<sup>1</sup> FY 2016/17 is for 9 months of monthly testing

<sup>2</sup> Base Work includes routine, monthly testing of lighting fixtures. FY 2016/17 amount assumes start date of October 1, 2016.

<sup>3</sup> Additional Work includes repairs to lighting and irrigation controller pedestals throughout the landscape districts

## NOTIFICATION

The RFP was posted to the City's website, posted on the City's bid portal (PlanetBids), and advertised in *The Press-Enterprise* on June 25, 2016. PlanetBids identified and notified 48 potential contractors based on its propriety algorithm.

## PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Candace E. Cassel  
Special Districts Division Manager

Ahmad Ansari, P. E.  
Public Works Director/City Engineer

## **CITY COUNCIL GOALS**

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

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

## **ATTACHMENTS**

1. Independent Contractor Agreement

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/18/16 2:02 PM
City Attorney Approval	<u>✓ Approved</u>	8/17/16 12:48 PM
City Manager Approval	<u>✓ Approved</u>	8/23/16 9:49 AM



## INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. SD-2016-12

### LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE 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 92553 hereinafter referred to as “City” and Leivas Lighting, Inc, a Corporation, with its principal place of business at 6370 Brockton Ave., Suite A, Riverside, CA 92506, 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; and
- B. Contractor desires to perform and assume responsibility for the provision of professional landscape lighting and electrical maintenance contracting services required by the City based upon on the term and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional landscape lighting and electrical maintenance contracting services and is licensed in the State of California; if applicable;
- C. The City desires to engage Contractor to render such services for landscape lighting and electrical maintenance as set forth in this agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**1. CONTRACTOR INFORMATION:**

Contractor's Name	Leivas Lighting
Street Address 1	6370 Brockton Ave., Suite A
Street Address 2	
City, State, Zip	Riverside, CA 92506
Mailing Address 1 (if Different)	12570 Brown Street
Mailing Address 2	
City, State, Zip	Perris, CA 92570
Business Phone (with area code)	951.686.4046
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number (with area code)	
Email Address	randy@leivaslighting.com
Social Security Number	
Business License Number	
Federal Tax ID Number	20-4968002
Contractor's License Number & Classification	950195/C-10

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

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from October 1, 2016 to June 30, 2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

### 3. STANDARD TERMS AND CONDITIONS:

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

supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds,

if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

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

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

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

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

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

(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

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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.

O. 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.

P. 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.

Q. 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.

R. 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: Leivas Lighting, Inc.  
Contractor Name  
12570 Brown Street

---

Mailing Address  
Perris, CA 92570

---

City, State, Zip  
Randy Leivas

---

Attention:  
951.686.4046

---

Telephone number  
randy@leivaslighting.com

---

Email address

City: CITY OF MORENO VALLEY  
14331 Frederick Street, Suite 2  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Special Districts Division

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

- S. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- T. City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- U. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- V. 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.
- W. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- X. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Y. 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.
- Z. 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

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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

Contractor

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: President or Vice President  
Date: \_\_\_\_\_

<b><u>INTERNAL USE ONLY</u></b>	
ATTEST:	
_____	
City Clerk	
AS APPROVED TO LEGAL FORM:	
_____	
City Attorney	
_____	
Date	
RECOMMENDED FOR APPROVAL:	
_____	
Department Head	
_____	
Date	

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant Secretary (If applicable)  
Date: \_\_\_\_\_

Affix Corporate Seal Below (If applicable)

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**EXHIBIT A – GENERAL PROVISIONS****RFP NO. 2016-012****LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES****1. GENERAL PROVISIONS - SCOPE OF WORK**

- A. The Contractor shall furnish all labor, equipment, and materials necessary for the maintenance, repair, and replacement of landscape and monument light fixtures, bulbs, timers, photo sensors, wiring, conduit, and irrigation controller electrical systems within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said 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, Exhibit A.
- B. The Contractor shall be responsible for carefully reviewing the site(s), and verifying each location of proposed work included 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.
- C. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director.

**2. GENERAL PROVISIONS - SCHEDULING OF WORK**

- A. The Contractor will adhere to the monthly work schedule submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City as a basis for determining Contractor's satisfactory performance.
- B. Revisions to monthly work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding monthly work schedules in writing to the City at the address as set forth in Section 3, paragraph R of the Independent Contractor Agreement at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C, Section 4.

- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. For the purposes of this Contract, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 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. For award of the Contract to a Contractor who has not performed landscape lighting and electrical maintenance services for the site(s) as identified within this Contract for the prior year's contacting term, the Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any

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deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the City deducting payment of all or part of the Contractor's compensation, as described in Exhibit C, Section 3.

- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.
- C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. 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.
- E. 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.
- F. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph H. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week.
- G. 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.
- H. The Contractor shall respond to an emergency call from any of the parties listed herein this section no later than two (2) hours following first notification by

telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- |                                       |                                  |
|---------------------------------------|----------------------------------|
| 1. City Manager                       | 6. Landscape Services Supervisor |
| 2. Director of Public Works           | 7. Street Maintenance Supervisor |
| 3. Police Department                  | 8. Landscape Services Inspector  |
| 4. Fire Department                    |                                  |
| 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 maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of 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 as set forth in Exhibit A, Section 3, paragraph B.
- 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 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 N.

## 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. 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.

## 12. 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.

### **13. CONTRACTORS LICENSE**

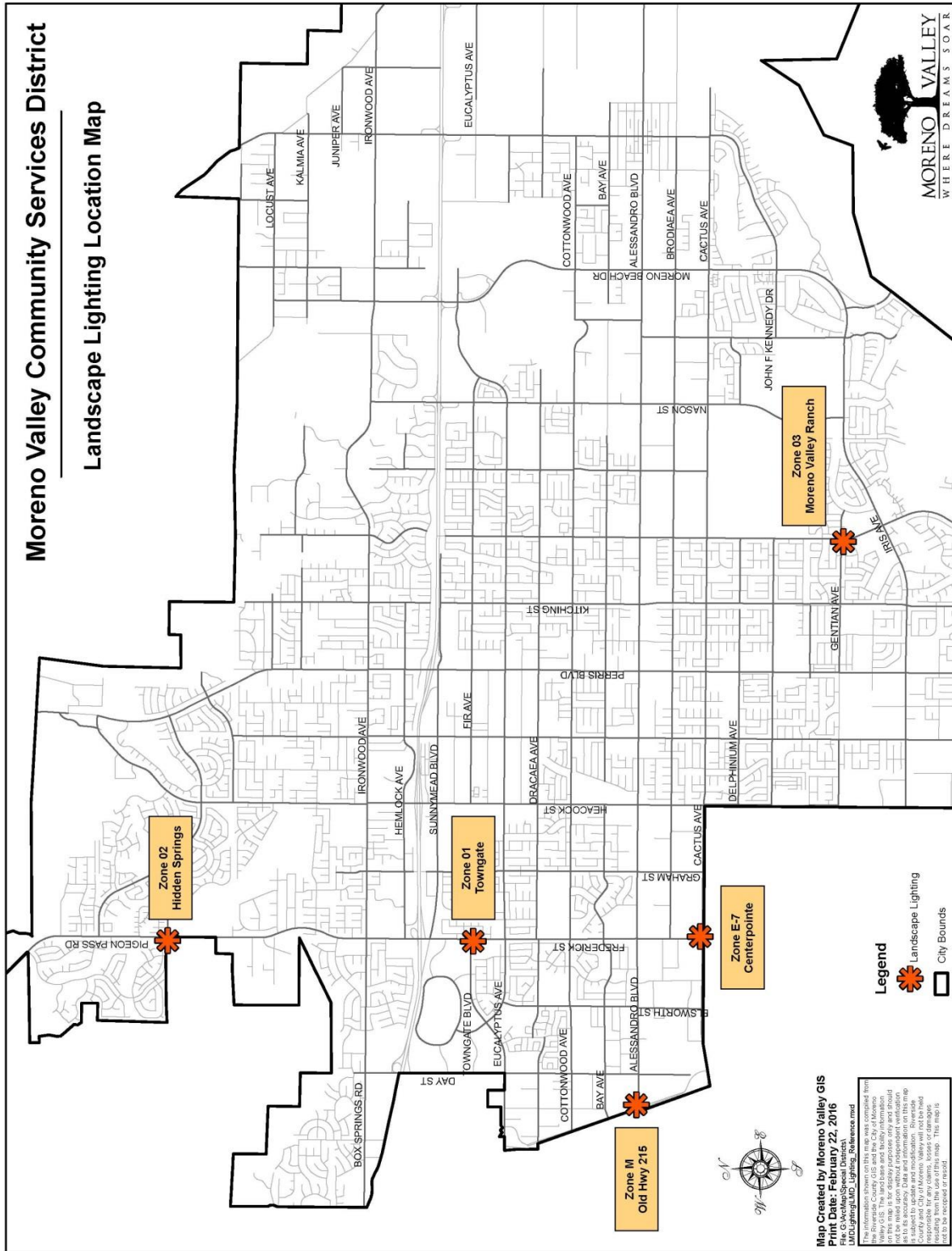
Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

### **14. TECHNICAL PROVISIONS**

- A. Contractor shall perform monthly (once per month) illumination tests of landscape and monument light fixtures in Community Service Districts (CSD) Zone E-7 (Centerpointe) and M (Monuments), and Landscape Maintenance District 2014-02 Zone 01 (Towngate), Zone 02 (Hidden Springs), and Zone 03 (Moreno Valley Ranch – West).
- B. Contractor shall perform electrical repairs, replacements, etc. in compliance with The National Electrical Code, 2014 Edition (or most current), as published by the National Fire Protection Association as well as applicable Federal, State, and local agency laws and regulations.
- C. All electrical equipment used shall conform to the standards of the National Electrical Manufacturers Association (NEMA), the Underwriters Laboratories Inc. (UL), or the Electronic Industries Association as described in Section 209 of the "Greenbook" Standard Specifications for Public Works Construction 2015 Edition.

## 15. PROJECT LOCATIONS MAPS




ZONE	LOCATIONS	MAINTENANCE
E-7	4	Illumination Testing
M	2	Illumination Testing
01	3	Illumination Testing
02	1	Illumination Testing
03	10	Illumination Testing



### Moreno Valley Community Services District Zone E-7



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.

-  Landscape Lighting
-  Zone E-7 Parcels
-  City Bounds

Map Produced by Moreno Valley Geographic Information System  
 File: G:\ArcMap\Special Districts\LMDmaps\LandscapeLighting\Zone\_E7\_Lighting\_8.5x11.mxd  
 February 22, 2016



Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

### Moreno Valley Community Services District

### Zone M



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.

-  Landscape Lighting
-  Parcels
-  City Bounds

Map Produced by Moreno Valley Geographic Information System  
 File: G:\ArcMap\Special Districts\LMDmaps\LandscapeLighting\ZoneM\_Lighting\_8.5x11.mxd  
 February 22, 2016

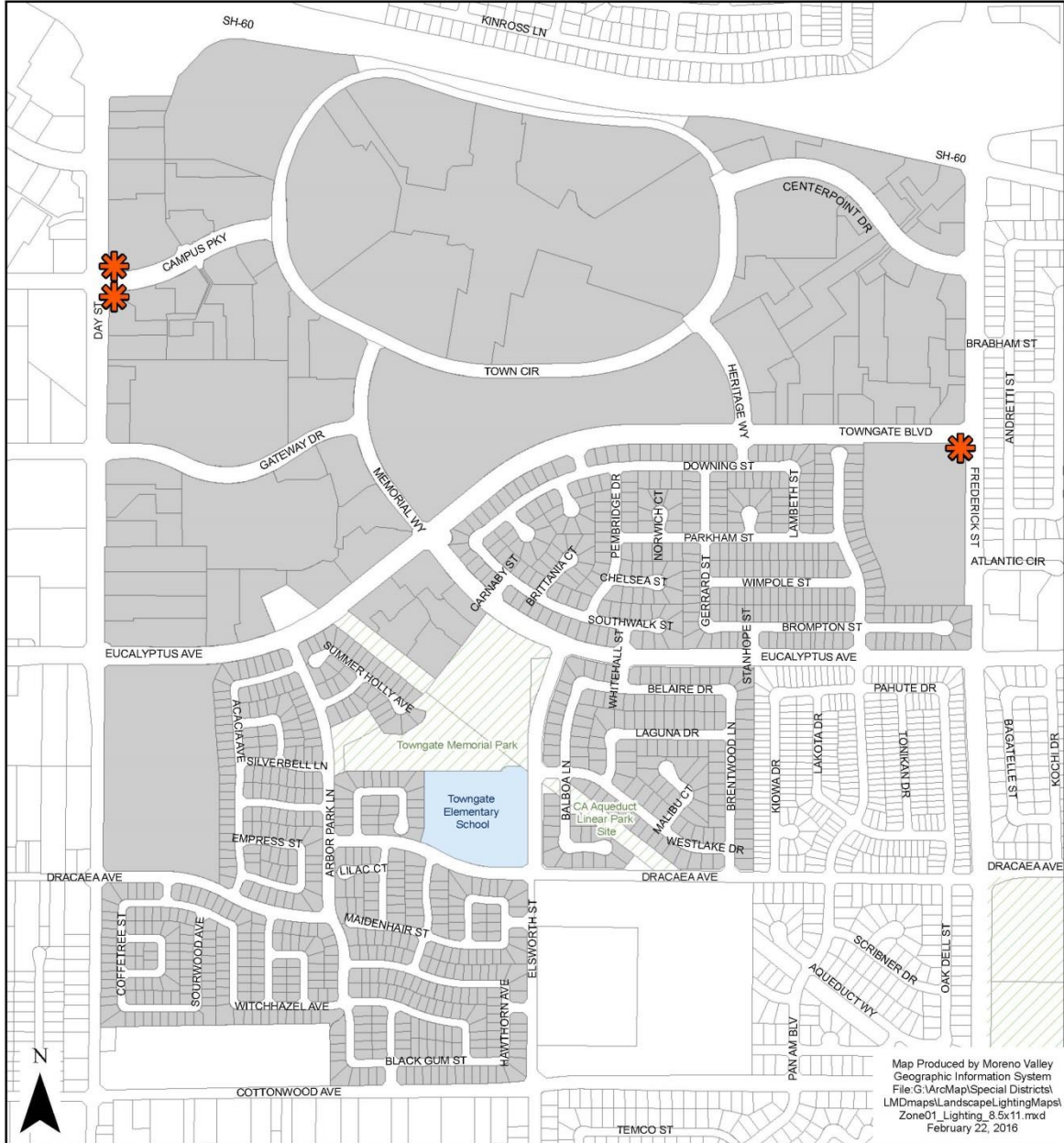


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### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 01 (Towngate)



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Map Produced by Moreno Valley Geographic Information System  
File: G:\ArcMap\Special Districts\LMDmaps\LandscapeLightingMaps\Zone01\_Lighting\_8.5x11.mxd  
February 22, 2016

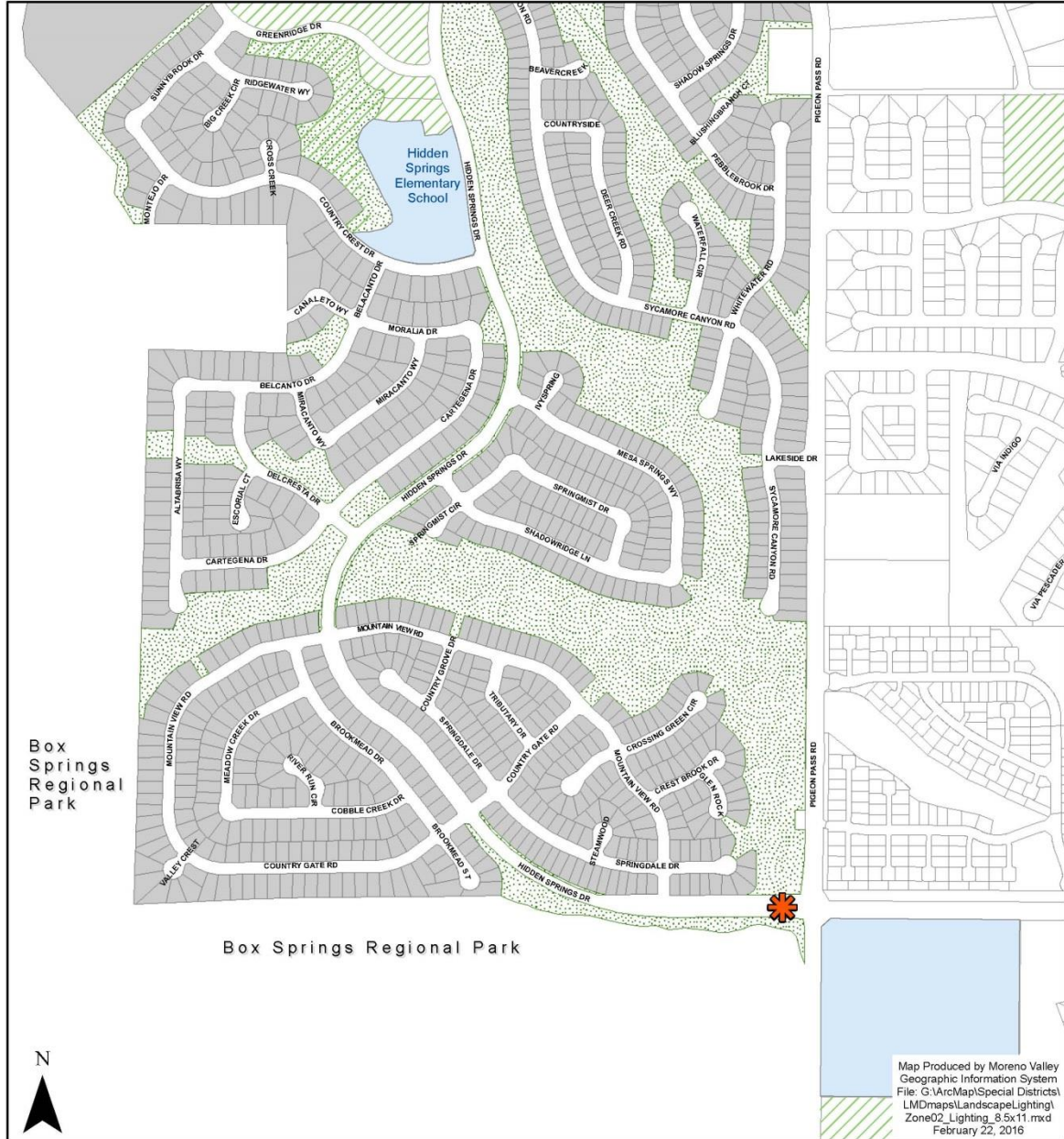
-  Landscape Lighting
-  Zone 01 Parcels






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### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 02 (Hidden Springs)



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-  Landscape Lighting
-  Zone 02 Parcels
-  Landscaped Open Space



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### Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

#### Zone 03 (Moreno Valley Ranch - West)



Map Produced by Moreno Valley  
Geographic Information System  
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LMD\maps\LandscapeLighting\  
Zone03\_Lighting\_05x11.mxd  
February 22, 2016

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.

-  Landscape Lighting
-  Zone 03 Parcels



Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

## **EXHIBIT B: CITY RESPONSIBILITIES**

**RFP NO. 2016-012**

### **LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

#### **1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter 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. IRRIGATION CONTROLLER ELECTRICAL SYSTEMS**

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The contractor shall, at the direction of the Director, facilitate the repair of irrigation controller electrical systems. Any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2,

#### **3. UTILITIES**

It shall be the City's duty to provide the utilities necessary for landscape lighting (i.e., electricity and communications) and to maintain landscape appurtenances (i.e., electrical meters and irrigation pedestals). The City will pay the 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.

## EXHIBIT C: PAYMENT TERMS

RFP NO. SD-2016-12

### LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES

#### 1. CONTRACTOR'S COMPENSATION

A. 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.moreno-valley.ca.us/edd/b-b-resources.shtml>.

B. The Contractor will electronically submit an invoice to the District as provided in this Agreement 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 in accordance with the terms as stated herein Exhibit C, subsection 1. 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 service 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](mailto: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](mailto:specialdistricts@moval.org). Calls may also be directed to the Special Districts Division at 951.413.3480.

C. Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of four hundred and fifty dollars and 00/100 (\$450.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for nine (9) months shall not exceed Four thousand and fifty dollars and 00/100 (\$4,050.00), as outlined in the attached table, 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.moreno-valley.ca.us/city\\_hall/forms.shtml](http://www.moreno-valley.ca.us/city_hall/forms.shtml).

- 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 Reference Number (Project Title)
  5. 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 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. Routine repairs to landscape lighting and electrical maintenance areas 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, and the applicable rate per labor unit, as set forth in Exhibit E, Schedule II, section B, lines 1 and 2. For the purposes of this Contract, routine landscape lighting repairs are defined as replacement of existing bulbs, timers, photo sensors, wiring, conduit, on applicable landscape and monument light fixtures or irrigation controller electrical systems that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft (which includes acts or omissions by third parties).
- D. 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 **NINETEEN THOUSAND, SEVEN HUNDRED AND ZERO/100 DOLLARS (\$19,700.00)** 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 Provisions at the intervals

and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (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.

FY 2016/17 <sup>1</sup>									
Service Area	GL ACCOUNT	LOCATIONS	BASE WORK <sup>2</sup> MAINTENANCE	MONTHLY COST BASE WORK	ANNUAL COST BASE WORK	ADDITIONAL WORK <sup>3</sup>	TOTAL		
E-7	5013-70-79-25713-620910	4	Illumination Testing	\$ 90.00	\$ 810.00	\$ 4,000.00	\$ 4,810.00		
M	5112-70-79-25719-620910	2	Illumination Testing	\$ 90.00	\$ 810.00	\$ 600.00	\$ 1,410.00		
01	2014-70-79-25721-620910 SD LMD ZN 01-TG	3	Illumination Testing	\$ 90.00	\$ 810.00	\$ 3,500.00	\$ 4,310.00		
02	2014-70-79-25721-620910 SD LMD ZN 02-HS	1	Illumination Testing	\$ 90.00	\$ 810.00	\$ 1,000.00	\$ 1,810.00		
03	2014-70-79-25721-620910 SD LMD ZN 03-MV/RW	10	Illumination Testing	\$ 90.00	\$ 810.00	\$ 4,000.00	\$ 4,810.00		
01A	2014-70-79-25721-620910 SD LMD ZN 01A-RP					\$ 600.00	\$ 600.00		
03A	2014-70-79-25721-620910 SD LMD ZN 03A-LPP					\$ 600.00	\$ 600.00		
04	2014-70-79-25721-620910 SD LMD ZN 04-MV/RE					\$ 1,200.00	\$ 1,200.00		
05	2014-70-79-25721-620910 SD LMD ZN 05-SR					\$ 600.00	\$ 600.00		
06	2014-70-79-25721-620910 SD LMD ZN 06-MF					\$ 600.00	\$ 600.00		
07	2014-70-79-25721-620910 SD LMD ZN 07-CEL					\$ 600.00	\$ 600.00		
08	2014-70-79-25721-620910 SD LMD ZN 08-SM					\$ 600.00	\$ 600.00		
WQB	2008-70-29-20450					\$ 600.00	\$ 600.00		
E-8	5013-70-79-25714-620910					\$ 600.00	\$ 600.00		
S	5114-70-79-25720-620910					\$ 600.00	\$ 600.00		
Total				\$ 450.00	\$ 4,050.00	\$ 19,700.00	\$ 23,750.00		

<sup>1</sup> FY 2016/17 is for 9 months of monthly testing

<sup>2</sup> Base Work includes routine, monthly testing of lighting fixtures. FY 2016/17 amount assumes start date of October 1, 2016.

<sup>3</sup> Additional Work includes repairs to lighting and irrigation controller pedestals throughout the landscape districts

**EXHIBIT D: TERM OF CONTRACT****RFP NO. 2016-012****LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES****1. TERM OF CONTRACT**

- A. Following approval by all parties, the Contract will commence on October 1, 2016, and shall terminate June 30, 2017 (9) 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**

**RFP NO. 2016-012**

**LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

RFP NO. 2016-012

LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES  
ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. Company Name: Leivas Lighting

TYPE

- Sole proprietor
- Partnership
- Corporation

B. Company Physical Address  
(Street) 10370 Brockton Ave., Ste A.  
(City, State, Zip) Riverside, CA 92506

C. Company Mailing Address  
(Street) 12570 Brown Street  
(City, State, Zip) Perris, CA 92570

D. Business Phone Number ( 951 ) 686-4046

E. Satellite Office Address (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Satellite Office Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: 950195/C-10
2. Number of Years Operating Under the Above License Name Style: 10
3. License Expiration Date: 7/31/2016
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.: 20-4968002

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

I. Name and Title(s) of Company Officers:

Randy Leivas - President \_\_\_\_\_  
Richard Leivas - CFO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. Number of years the company has performed electrical maintenance services:

10

K. Number of years the company has performed electrical maintenance services for public agencies: 8

L. Current Electrical Maintenance Operations

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of electrical maintenance contracts: 5

Percentage of total contracts with public agencies: 60%

Total dollar value of electrical maintenance contracts: \$260,000.00

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

## 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 electrical maintenance contracts that are either current and/or have been successfully completed within the last two (2) years.
- B. Reference responses must include:
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);
  5. Number of locations maintained per contract(s);
  6. Location(s) of contract areas – we will visit site(s);
  7. 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), acreage amounts, location(s)?
  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 (i.e., Equipment Operation/Safety)?
  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?
  9. Is/was the equipment used in good working order?
  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 PROJECT WORK SCHEDULES

Following this page is a blank Monthly Schedule Sheet.

Proposers are to complete this schedule sheet by writing in their proposed schedule for performing the services services listed in Exhibit A - Technical Provisions, Section 14.

If selected, the awarded Contractor will provide the City within 30 days after contract execution, mapped work schedules for areas

#### A. Monthly Schedule Sheet

1. List all tasks specified to be performed on a weekly or monthly basis for landscape lighting maintenance areas described herein in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.



**MONTHLY SCHEDULE SHEET**

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Zone-M, E7, E1, E2, E3,				
WEEK #2				
WEEK #3				
WEEK #4				

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

#### IV: SCHEDULE I – COMMUNICATIONS AND 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.






**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 

PRINTED NAME Randy Leivas

TITLE President

COMPANY NAME Leivas Lighting

DATE 6/29/16


Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

**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 Leivas Lighting, 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 Leivas Lighting 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 

PRINTED NAME Randy Leivas

TITLE President

COMPANY NAME Leivas Lighting

DATE 6/29/16

**I: SCHEDULE II – PROPOSAL SCHEDULE**

PROPOSER: LEIVAS LIGHTING  
(Company Name)

**A. LANDSCAPE LIGHTING MAINTENANCE:**

ZONE	LOCATIONS	MAINTENANCE	COST PER MONTH	COST PER 12 MONTHS
E-7	4	Illumination Testing	\$ 90.00	\$ 1080.00
M	2	Illumination Testing	\$ 90.00	\$ 1080.00
01	3	Illumination Testing	\$ 90.00	\$ 1080.00
02	1	Illumination Testing	\$ 90.00	\$ 1080.00
03	10	Illumination Testing	\$ 90.00	\$ 1080.00
<b>Total</b>			<b>\$ 450.00</b>	<b>\$ 5400.00</b>

The total amount of the service shall be the combined Total 12 Month Cost for each of the Zones as identified in the table above.

Figures: 5400 and 00 /100's Dollars

Words: Fifty Four Hundred Dollars and 00 /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. Any modification to the number of occurrences for any service shall be made per written direction by the City. Service occurrences may be modified with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of landscape lighting 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.

Addendum No(s). \_\_\_\_\_ has/have been received and is/are made a part of this proposal.

[Signature] PRESIDENT  
(Authorized Signature and Title) 6/29/16  
(Date)

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



**B. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work and Repairs shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. Repair Work	@ \$	<u>80.00</u>	/hour
2. Emergency Repairs	@ \$	<u>80.00</u>	/hour
3. Replacement parts at the Contractor's price plus		<u>15%</u>	%

Advance notice of 1 hour(s) is/are required for service during Contractor's normal business hours.

PROPOSER: Leivas Lighting  
(Company Name)

[Signature]  
(Authorized Signature and Title) 6/20/16  
(Date)

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

**II: SCHEDULE II - CONTRACT PROPOSAL**

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT** (From Exhibit E, Schedule II A. "Proposal Schedule"):

\_\_\_\_\_ (Dollar Amount in Words)

\$ \_\_\_\_\_ (Dollar Amount in Figures)

Date: \_\_\_\_\_

Proposer: Leivas Lighting  
(Company Name)

By: [Signature]  
(Signature)

Title: President

State License Number and Classification: 950195 / C-10

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal) PRESIDENT [Signature]  
SECRETARY \_\_\_\_\_



Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

**III: SCHEDULE II - NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF Riverside )§

(NAME) Laura Kahmis Notary Public, affiant

being first duly sworn, deposes and says:

That he or she Randy Leivas of  
(Sole Owner, Partner or other proper title)

Leivas Lighting  
(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: Randy Leivas

Bidder's Address: 10370 Brockton Ave., Ste. A  
Riverside, CA 92506

Telephone No.: (951) 686-4046

Randy Leivas 6/29/16  
(Signature of Bidder)

President  
(Title)

**ALL SIGNATURES MUST BE NOTARIZED**

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )  
County of Riverside )  
On 6/29/16 before me, Laura Kahnis Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Randy Leiva  
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Laura Kahnis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Affidavit Document Date: 6/29/16  
Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Randy Leiva  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: President & Owner  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



## REFERENCES

**City of Moreno Valley**

P.O. Box 88005

Moreno Valley, CA 92552-0805

CONTACT INFO: Daniel Monto: Senior Landscaping Service Inspector/951-413-3485/danielm@moval.org

**Annual Contract Amount:** \$1,800.00

**Number of Locations Maintained Per Contract:** 5

**Location of Contact Areas:**

Zone E1: Day St. & Camps Pkwy, Towngate & Frederick

Zone E2: Pigeon Pass & Hidden Springs

Zone E3: Laselle & Gentian, Laselle & Iris, Kitching & Iris, Kitching & Krameria

Zone E7: Cactus & Fredrick, Alessandro & Frederick

Zone M: Alessandro & 215 Fwy

**Length of Contract:** 4 Years

## REFERENCES

**City of Moreno Valley**

P.O. Box 88005

Moreno Valley, CA 92552-0805

CONTACT INFO: Daniel Monto: Senior Landscaping Service Inspector/951-413-3485/danielm@moval.org

**Annual Contract Amount:** \$30,542.78

**Number of Locations Maintained Per Contract:** 5

**Location of Contact Areas:**

Zone E1: Day St. & Camps Pkwy, Towngate & Frederick

Zone E2: Pigeon Pass & Hidden Springs

Zone E3: Laselle& Gentian, Laselle & Iris, Kitching & Iris, Kitching & Krameria

Zone E7: Cactus & Fredrick, Alessandro & Frederick

Zone M: Alessandro & 215 Fwy

**Length of Contract:** 4 Years

**REFERENCES (Cont.)****Orange County Sheriff**

Development Facilities Operation

431 The City Drive South

Orange, CA 92868

CONTACT INFO: John Radu 714-935-6841/jradu@ocsd.org

**Annual Contract Amount:** \$98,000**Number of Locations Maintained Per Contract:** 9**Location of Contact Areas:**

HEADQUARTERS: 550 N. Flower St., Santa Ana, CA 92703

CORONER/MORGE: 1071 W. Santa Ana Blvd., Santa Ana, CA 92703

BRAD GATES: 320 N. Flower St., Santa Ana, CA 92703

LOMA RIDGE: 2644 Santiago Canyon Rd., Orange, CA 92676

STANTON STATION: 1110 Cedar St., Stanton, CA 90680

ALISO STATION: 11 Journey, Aliso Viejo, CA 92656

RESEARCH &amp; DEVELOPMENT: 431 The City Dr., Orange, CA 92868

KATELLA TRAINING: 1900 W. Katella Ave., Orange, CA 92867

SADDLEBACK STATION: 20202 Windrow Dr., Lake Forest, CA 92630

**Length of Contract:** 5 Years

## REFERENCES (Cont.)

### **Orange County Sheriff**

Development Facilities Operation

431 The City Drive South

Orange, CA 92868

CONTACT INFO: John Radu 714-935-6841/jradu@ocsd.org

**Annual Contract Amount:** \$98,000 (not to exceed \$196,000.00 in 2 Years)

**Number of Locations Maintained Per Contract:** 9

**Location of Contact Areas:**

HEADQUARTERS: 550 N. Flower St., Santa Ana, CA 92703

CORONER/MORGE: 1071 W. Santa Ana Blvd., Santa Ana, CA 92703

BRAD GATES: 320 N. Flower St., Santa Ana, CA 92703

LOMA RIDGE: 2644 Santiago Canyon Rd., Orange, CA 92676

STANTON STATION: 1110 Cedar St., Stanton, CA 90680

ALISO STATION: 11 Journey, Aliso Viejo, CA 92656

RESEARCH & DEVELOPMENT: 431 The City Dr., Orange, CA 92868

KATELLA TRAINING: 1900 W. Katella Ave., Orange, CA 92867

SADDLEBACK STATION: 20202 Windrow Dr., Lake Forest, CA 92630

**Length of Contract:** 5 Years

## REFERENCES (Cont.)

**Four Seasons at Palm Springs Community Association**

3800 Four Seasons Blvd.

Palm Springs, CA 92262

CONTACT INFO: Jim Rush/760-323-3008/jrush@euclidmanagement.com

**Annual Contract Amount:** \$11,500.00

**Number of Locations Maintained Per Contract:** 1

**Location of Contact Areas:**

The Lodge (Interior/Exterior)

3800 Four Seasons Blvd.

Palm Springs, CA 92262

**Length of Contract:** 1 Year (Continuing on month-month basis after initial 12-month contract is expired)

**Candace Cassel**

---

**From:** Randy Leivas <randy@leivaslighting.com>  
**Sent:** Thursday, August 11, 2016 3:14 PM  
**To:** Candace Cassel  
**Subject:** RE: MoVal RFP

Yes I did receive them.

**Randy Leivas**  
[Randy@leivaslighting.com](mailto:randy@leivaslighting.com)



6370 Brockton Avenue  
Riverside, CA 92506  
P 951-686-4046  
F 951-686-4086

---

**From:** Candace Cassel [<mailto:candacec@moval.org>]  
**Sent:** Thursday, August 11, 2016 2:53 PM  
**To:** 'randy@leivaslighting.com' <[randy@leivaslighting.com](mailto:randy@leivaslighting.com)>  
**Cc:** Daniel Monto <[danielm@moval.org](mailto:danielm@moval.org)>  
**Subject:** MoVal RFP

Hi Randy – quick question on your response to MoVal’s RFP. The space for confirmation of the #of addendum’s received is blank. Can you confirm whether or not you received them? Below is a screenshot from Planetbids listing the addendums.

Landscape Lighting And Electrical Maintenance Services - 2016-012 Closed

[Bid Information](#) | [Line Items](#) | [Documents & Attachments](#) | [Prospective Bidders](#) | [Q&A](#) | [Addenda & Emails](#) | [Bid Results](#) | [Project Evaluation](#) | [Awards](#) | [Comments & History](#) | [Summary](#)

Send Ack Reminder | [Post](#) | [View Acknowledgements](#) | [Recall](#)

Addendum #	Posted	Title (5)	Description	Status	File Names
01	06/22/2016	Pre-Submittal Meeting	The Pre-Submittal Meeting	Released	
1	06/27/2016	Questions and Answers from Pre-		Released	
001	06/27/2016	Questions and Answers to Pre-		Released	Question and Answers from Pre-
002	06/28/2016	Q and A Set 2	Q and A Set 2 has been released for	Released	
003	07/14/2016	Addendum 003	Please note this bid has been	Released	


Filter List: [All](#)

Sent	Subject (4)	Context	File Names
06/27/2016	Notice of Bid Update for Landscape Lighting And Electrical Maintenance	Bid Edit Notice	
07/06/2016	Bid Closing Reminder for Landscape Lighting And Electrical Maintenance	Bid Closing Reminder	
07/06/2016	Bid Closing Reminder for Landscape Lighting And Electrical Maintenance	Bid Closing Reminder	
07/14/2016	Addendum Acknowledgement Reminder	Addenda Reminder	

[Project Reports](#) | [Print](#) | [Re-Issue Bid](#) | [Cancel](#) | [Save](#)

**Candace Cassel**  
 Special Districts Division Manager  
 Public Works  
 City of Moreno Valley  
 p: 951.413.3489 | e: [candacec@moval.org](mailto:candacec@moval.org) W: [www.moval.org](http://www.moval.org)  
 14331 Frederick St., Moreno Valley, CA 92553






**THURSDAY, AUGUST 25 @ 11:30 AM**

**CONFERENCE & RECREATION CENTER**  
 14075 FREDERICK ST, MORENO VALLEY, CA 92553

rsvp to [office@movalchamber.org](mailto:office@movalchamber.org)



Attachment: Independent Contractor Agreement [Revision 1] (2185 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



# EXHIBIT F: PREVAILING WAGE DETERMINATION

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

## CRAFT: LIGHT FIXTURE MAINTENANCE

**DETERMINATION:** SC-830-61-1-2000-1

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** April 1, 2000\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Riverside county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday & Sunday 1 1/2X	Holiday 2X
Lighting Maintenance Service Person	\$11.00	.29	---	.34	---	8	11.63	17.13	17.13	22.63

**DETERMINATION:** SC-830-61-2-2000-1

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** April 1, 2000\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within San Bernardino county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Employer Payments					Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Sunday Holiday 1 1/2X
Lighting Maintenance Service Person	\$13.56	2.43	.39	---	.50	8	16.88	23.66	23.66

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, 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 paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

## EXHIBIT G: LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES REPORT

PROJECT NO. \_\_\_\_\_

MONTH OF \_\_\_\_\_, 20\_\_

**ZONE**

- E-7
- M
- 01
- 02
- 03

**MAINTENANCE**

Date(s)  
Zone/Area

**SERVICE TYPE**

Illumination Testing  
Electrical Repair  
Irrigation Control Pedestal  
Maintenance  
Etc.

**COMPLAINTS**

Date(s) received  
Area/location  
Complaint/action  
Date corrected  
Corrective action

**HAZARDS**

Date(s) noted  
Zone/Area  
Hazard type  
MVCSD notified  
Date MVCSD notified  
Date corrected  
Corrective action

<b>WEEK 1</b>				
<b>WEEK 2</b>				
<b>WEEK 3</b>				
<b>WEEK 4</b>				
<b>WEEK 5</b>				

*MONTHLY REPORT MUST BE SUBMITTED NO LATER THAN THE 10<sup>th</sup> OF EACH MONTH*

**FOR CITY USE ONLY:**

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** September 6, 2016

**TITLE:** COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 6/30/16

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of June 30, 2016.

### **SUMMARY**

This staff report is prepared at the request of City Council to provide transparency with respect to the expenditure of City funds from the City Council Discretionary Expenditure accounts. This report is for each council member's year to date expenditures for the Fiscal Year 2015/2016, as of June 30, 2016. Each Council District receives an annual budget allocation of \$3,000. In addition, the Mayor received an additional \$4,500 in Fiscal Year 2015/2016. The reports include each transaction with a clear description of the expenditure.

These new reports have been posted to the City's website. The reports are also included routinely in the City Council agenda as an additional means of distributing the report to the Council and public.

The expenditure reports for the Mayor Differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit for FY 2015/16 when completed by Vasquez & Company.

These reports will continue to be provided on a monthly basis. Once available, they are

posted to the City’s website and included on the next scheduled City Council agenda. The reports will follow the same cycle, and will appear with, the monthly payment register on City Council agendas in the future.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. District Spending FY 15.16 (6-30-16)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/17/16 8:47 AM
City Attorney Approval	<u>✓ Approved</u>	8/17/16 12:52 PM
City Manager Approval	<u>✓ Approved</u>	8/19/16 2:24 PM



### MAYOR DIFFERENTIAL

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

As of June 30, 2016

Date	Amount	Description
9/11/2015	\$ 7.99	Mayor's Meet & Greet 9/11/15 - Refreshments (Petty Cash)
11/19/2015	\$ 19.80	Mayor's Meet & Greet 10/9/15, 10/23/15, 11/6/15 - Refreshments (Petty Cash)
12/15/2015	\$ 65.59	Mayor's Employee Thank You 12/16/15 - Refreshments
12/15/2015	\$ 63.92	Mayor's Employee Thank You 12/16/15 - Refreshments (Petty Cash)
12/16/2015	\$ 200.00	Sponsor - Support MVPD Operation Holiday Cheer Program
1/29/2016	\$ 300.00	Sponsor - Faith Southern Baptist Church - Homeless Kitchen
1/30/2016	\$ 500.00	Sponsor - Salvation Army - Moreno Valley Programs
	\$ 1,157.30	SUBTOTAL Council Discretionary Expenditures

Date	Amount	Description
1/27/2016	\$ 47.97	Mayor's Meet & Greet 1/27/16 - Refreshments (Petty Cash)
2/9/2016	\$ 32.55	Reception Mayor Michoacan Mexico Key to Sister City 2/9/16 - Refreshments (Petty Cash)
2/25/2016	\$ 500.00	Sponsor - Chaparral Hills Elementary Public School - 5th Grade Field Trip
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/31/2016	\$ 26.62	IEEP 3rd Annual Red Tape to Red Carpet Awards 2/25/16
4/11/2016	\$ 65.00	Riverside County School Boards Association Spring Conference 4/25/16
4/28/2016	\$ 25.00	Val Verde Unified School District Student of the Year Dinner 5/6/16
4/30/2016	\$ 421.96	84th Annual United States Conference of Mayors 6/24-6/27/16 - Airfare
5/11/2016	\$ 35.00	15th Annual Rally Round the Flag BBQ 6/10/16
6/13/2016	\$ 150.00	Sponsor - Rancho Belago Cowboys Football Team - Local Youth Sports Program
6/30/2016	\$ 800.00	Sponsor - MV Animal Shelter - Adoption Fee Sponsorship
	\$ 2,129.10	SUBTOTAL Council Discretionary Expenditures

\$ **3,286.40** TOTAL Council Discretionary Expenditures for FY 15/16 (Mayor Differential)  
 \$ 4,500.00 FY 15/16 Budget Amount  
 \$ **1,213.60** *FY 15/16 Budget Amount Remaining*

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

Updated as of: 7/26/16



### COUNCIL DISTRICT 1

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

As of June 30, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
10/21/2015	\$ 10.00	Ride MoVal 2015 10/25/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/22/2015	\$ 500.00	Sponsor - United States Veterans Initiative (U.S. VETS-Inland Empire)
1/21/2016	\$ 500.00	Sponsor - Teleton USA Fundacion
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/25/2016	\$ 27.00	Mail Theft Meeting 3/25/16 - Refreshments (Petty Cash)
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
4/1/2016	\$ 2.53	Mail Theft Meeting 3/25/16 - Beverage Cups (Petty Cash)
4/19/2016	\$ 22.61	Community Book Reading Groups - 7-Habits of Highly Effective Families (Book)
5/16/2016	\$ 20.00	Wake-up Moreno Valley Meeting 4/27/16
6/30/2016	\$ 14.95	Community Book Reading Groups - 7-Habits of Highly Effective Families (Audio)
6/30/2016	\$ 108.16	Sponsor - Voices for Children - Foster Children Program
	\$ 1,414.91	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ <b>1,585.09</b>	<b>FY 15/16 Budget Amount Remaining</b>

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

Updated as of: 7/26/16



### COUNCIL DISTRICT 2

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

As of June 30, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 177.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Travel Per Diem
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
9/20/2015	\$ 30.00	2015 Advancing Choice Expo 10/9/15
10/1/2015	\$ 45.00	MASH Bash 10/3/15 (Petty Cash)
10/2/2015	\$ 125.00	BIA Riverside County Installation & Awards Celebration 10/16/15
10/13/2015	\$ 125.00	Inland Empire Navy Birthday & Ball 240 Years 10/17/15
10/20/2015	\$ 125.00	Riverside County Education Summit 10/28/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/7/2015	\$ 16.99	City Holiday Events - Candy Canes
12/8/2015	\$ 16.99	City Holiday Events - Candy Canes (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/16/2015	\$ 100.00	Sponsor - Support MVPD Operation Holiday Cheer Program
1/3/2016	\$ 90.00	BIA Riverside County Meeting 1/27/16
1/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 1/27/16
2/29/2016	\$ 40.00	LCC Riverside County Division General Meeting 1/11/16
2/29/2016	\$ 40.00	BIA Desert Region Mayor's Luncheon 2/10/16
3/3/2016	\$ 49.00	Riverside County State of Education Address & Luncheon 2/15/16
3/7/2016	\$ 35.00	LCC Riverside County Division General Meeting 3/14/16
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/9/2016	\$ 35.00	Soroptimist Int'l of MV Annual Fashion Show & Tea 3/12/16 (Petty Cash)
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/31/2016	\$ 7.00	City Holiday Events - Candy Canes (Petty Cash)
3/31/2016	\$ 64.30	Java with Jeff - District 2 Public Open Forum Meeting 2/27/16 - Refreshments
3/31/2016	\$ 75.00	Fair Housing Council 14th Annual Champions for Justice Awards Banquet 4/7/16
4/8/2016	\$ 100.00	Sponsor - Palm Middle School PTSA Autism Awareness Month for Melissa Neir
4/18/2016	\$ 125.00	RCCD Foundation 2016 Annual Recognition Awards & Arts Gala 4/26/16
4/22/2016	\$ 40.00	LCC Riverside County Division General Meeting 5/9/16
4/22/2016	\$ 75.00	US Veterans Initiative We Remember A Night for Veterans Dinner 4/29/16
4/28/2016	\$ 25.00	BIA Riverside County Fiesta del Sol Festivities 5/26/16
5/6/2016	\$ 40.00	Registration (additional) - BIA Riverside County Fiesta del Sol Festivities 5/26/16
5/11/2016	\$ 35.00	15th Annual Rally Round the Flag BBQ 6/10/16
5/11/2016	\$ 55.00	Riverside County 2016 Celebrating Educators Luncheon 5/10/16
5/16/2016	\$ 50.00	ARC of Riverside County 50th Annual Awards Banquet 6/17/16
5/23/2016	\$ 100.00	Sponsor - Wholesale Capital Corp. - Pushups for Charity Event 5/21/16
5/23/2016	\$ 135.00	Sponsor - Community Clean-up Event @ Old 215 Fwy. 5/28/16 - Portable Restrooms
5/23/2016	\$ 200.00	Sponsor - Steps Ahead - Mentoring Program
6/16/2016	\$ 60.00	Java with Jeff - District 2 Public Open Forum Meeting 6/25/16 - Refreshments
6/30/2016	\$ 20.00	Wake-up Moreno Valley Meeting 6/22/16
6/30/2016	\$ 491.84	Sponsor - Voices for Children - Foster Children Program
	\$ 3,000.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ -	<b>FY 15/16 Budget Amount Remaining</b>

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

Updated as of: 7/26/16

Attachment: District Spending FY 15.16 (6-30-16) (2164 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016)





### COUNCIL DISTRICT 3

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

As of June 30, 2016

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/16/2015	\$ 100.00	Sponsor - Support MVPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee Meeting 1/22/16 - Airfare
1/12/2016	\$ 15.00	Wake-up Moreno Valley Meeting 12/16/15
1/19/2016	\$ 24.30	Thank You Reception for Storm Response Team 1/20/16 - Refreshments
1/19/2016	\$ 60.05	Thank You Reception for Storm Response Team 1/20/16 - Refreshments
1/22/2016	\$ 71.75	LCC Policy Committee Meeting 1/22/16 - Parking/Tax (Petty Cash)
1/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 1/27/16
3/3/2016	\$ 55.00	Riverside County State of Education Address & Luncheon 2/15/16
3/7/2016	\$ 35.00	LCC Riverside County Division General Meeting 3/14/16
3/21/2016	\$ 76.75	District 3 Public Open Forum Meeting 3/21/16 - Refreshments (Petty Cash)
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
3/31/2016	\$ 50.00	Envisioning A New Ontario Airport Meeting 3/4/16
4/1/2016	\$ 181.46	LCC Policy Committee Meeting 6/3/16 - Airfare
4/7/2016	\$ 161.88	LCC Policy Committee Meeting 4/8/16 - Lodging
4/7/2016	\$ 21.33	LCC Policy Committee Meeting 4/8/16 - Breakfast/Parking (Petty Cash)
5/16/2016	\$ 20.00	Wake-up Moreno Valley Meeting 4/27/16
5/20/2016	\$ 125.00	Moreno Valley Rotary 34th Annual Benefit Truck Party 5/21/16
5/20/2016	\$ 35.00	15th Annual Rally Round the Flag BBQ 6/10/16
5/23/2016	\$ 100.00	Ceremonial Sponsor & Program Listing - 15th Annual Rally Round the Flag BBQ 6/10/16
5/23/2016	\$ 135.00	Sponsor - Community Clean-up Event @ Old 215 Fwy. 5/28/16 - Portable Restrooms
6/13/2016	\$ 20.00	Wake-up Moreno Valley Meeting 5/25/16
6/30/2016	\$ 158.36	Sponsor - MV Parks & Community Services - Programs/Classes Fee Sponsorship
6/30/2016	\$ 300.00	Sponsor - Neighborhood Works - Summer Nights Program
6/30/2016	\$ 20.00	Wake-up Moreno Valley Meeting 6/22/16
6/30/2016	\$ 250.00	Sponsor - Moreno Valley Master Chorale - Programs
6/30/2016	\$ 300.00	Sponsor - Morning Optimist Club of Moreno Valley - Varsity Jacket Fund
6/30/2016	\$ 200.00	Sponsor - Salvation Army - Summer Youth Camp Program
	\$ 3,000.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ -	<b>FY 15/16 Budget Amount Remaining</b>

Attachment: District Spending FY 15.16 (6-30-16) (2164 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016)

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

Updated as of: 7/26/16



#### COUNCIL DISTRICT 4

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

As of June 30, 2016

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.49	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
11/5/2015	\$ 106.50	USC Price EXED Local Leaders Program 11/20/-11/21/15 - Travel Per Diem
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/13/2015	\$ 75.00	BIA Casino Noir 11/19/15
1/21/2016	\$ 500.00	Sponsor - Teleton USA Fundacion
2/16/2016	\$ 45.00	452nd Air Mobility Wing Annual Awards Banquet 2/6/16
3/1/2016	\$ 129.12	IEEP 2016 State of the Region Address 3/24/16
3/3/2016	\$ 24.99	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Registration
3/9/2016	\$ 229.47	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Airfare
3/10/2016	\$ 7.50	District 4 Meet & Greet with Senior Citizens - Refreshments (Petty Cash)
3/11/2016	\$ 70.00	BIA St. Patrick's Day Mega Mixer 3/17/16
3/16/2016	\$ 442.44	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Lodging
3/28/2016	\$ 27.54	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Mileage
3/28/2016	\$ 96.00	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Travel Per Diem
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
3/31/2016	\$ 56.75	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Shuttle/Taxi Fare To/From (Petty Cash)
6/30/2016	\$ 200.00	Sponsor - MV Animal Shelter - Adoption Fee Sponsorship
	\$ 2,176.34	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ <b>823.66</b>	<b>FY 15/16 Budget Amount Remaining</b>

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

Updated as of: 7/26/16



### COUNCIL DISTRICT 5

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

As of June 30, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 9/23/15
10/8/2015	\$ 140.40	ADA Handicap Toilet Rental Edgemont Cleanup 10/9/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/16/2015	\$ 100.00	Sponsor - Support MVPD Operation Holiday Cheer Program
1/12/2016	\$ 15.00	Wake-up Moreno Valley Meeting 12/16/15
2/29/2016	\$ 500.00	Sponsor - New Dog Beds for MV Animal Shelter
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/11/2016	\$ 500.00	City Council 2016 Sponsorship - MV Ballet Folklorico Scholarship Assoc.
3/30/2016	\$ 125.00	Time for Change Foundation 13th Annual Awards Gala 4/15/16
3/31/2016	\$ 132.30	PIP Printing - Peace March Flyers for 3/26/16 Event
4/5/2016	\$ 218.00	Sponsor - Boys & Girls Club - Cottonwood Foot-golf Banquet
4/11/2016	\$ 65.00	Riverside County School Boards Association Spring Conference 4/25/16
4/28/2016	\$ 25.00	Val Verde Unified School District Student of the Year Dinner 5/6/16
5/6/2016	\$ 50.00	Boys & Girls Club Student of the Year Awards 5/6/16
5/11/2016	\$ 460.00	Sponsor - Free Annual Health & Dental Fair 5/21/16 - Portable Restrooms
5/11/2016	\$ 35.00	15th Annual Rally Round the Flag BBQ 6/10/16
6/17/2016	\$ 100.00	Sponsor - Bright Angels at Heart - Autism Awareness Campaign Dinner 6/22/16
6/17/2016	\$ 250.00	Sponsor - Neighborhood Works - Summer Nights Program
6/30/2016	\$ 179.30	Sponsor - Salvation Army - Summer Youth Camp Program
	\$ 3,000.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ -	<b>FY 15/16 Budget Amount Remaining</b>

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

Updated as of: 7/26/16



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** September 6, 2016

**TITLE:** PAYMENT REGISTER - JUNE 2016

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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:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. June 2016 Payment Register

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/17/16 8:46 AM
City Attorney Approval	<u>✓ Approved</u>	8/17/16 12:52 PM
City Manager Approval	<u>✓ Approved</u>	8/19/16 2:23 PM



City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016

**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>
ALL AMERICAN ASPHALT, INC.	228748	06/20/2016	170512	CITYWIDE PAVEMENT RESURFACING-CYCLE 2	\$811,513.99
Remit to: CORONA, CA					<b>FYTD: \$1,682,850.40</b>
CAMBRIDGE SYSTEMATICS, INC	228752	06/20/2016	160057-01	PROFESSIONAL GRANT PREPARATION SERVICE-FASTLANE IMPROVEMENT PROJECT	\$35,007.17
Remit to: CAMBRIDGE, MA					<b>FYTD: \$35,007.17</b>
COUNTY OF RIVERSIDE FIRE DEPT	17891	06/20/2016	232247	FIRE SERVICES CONTRACT-3RD QTR (FPARC-MV,232247,15/16,Q3)	\$3,989,738.15
Remit to: PERRIS, CA					<b>FYTD: \$14,800,135.78</b>
COUNTY OF RIVERSIDE SHERIFF	17937	06/27/2016	SH0000028240	CONTRACT LAW ENFORCEMENT BILLING #9 (2/4-3/2/16)	\$5,118,268.43
		06/27/2016	SH0000028282	CONTRACT LAW ENFORCEMENT BILLING #10 (3/3-3/30/16)	
	228821	06/27/2016	SH0000028441	FY15/16 RMS/CLETS BILLING 7/1/15-6/30/16	\$319,610.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$33,700,751.54</b>

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



**City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016**

**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>
DMS FACILITY SERVICES	17941	06/27/2016	RC-L107152	JANITORIAL SERVICES-EMPLOYMENT RESOURCE CTR.-JUN16	\$26,530.87
		06/27/2016	RC-L107147	JANITORIAL SERVICES-ANNEX 1 -JUN16	
		06/27/2016	RC-L107155	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-JUN16	
		06/27/2016	RC-L107150	JANITORIAL SERVICES-CONFERENCE & REC. CTR.-JUN16	
		06/27/2016	RC-L107156	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-JUN16	
		06/27/2016	RC-L106766	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-APR16	
		06/27/2016	RC-L107163	JANITORIAL SERVICES-TRANSP. TRAILER-JUN16	
		06/27/2016	RC-L107159	JANITORIAL SERVICES-SENIOR CTR.-JUN16	
		06/27/2016	RC-L107153	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-JUN16	
		06/27/2016	RC-L107154	JANITORIAL SERVICES-LIBRARY-JUN16	
		06/27/2016	RC-L107148	JANITORIAL SERVICES-CITY HALL-JUN16	
		06/27/2016	RC-L107146	JANITORIAL SERVICES-ANIMAL SHELTER-JUN16	
		06/27/2016	RC-L107162	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-JUN16	
		06/27/2016	RC-L107165	JANITORIAL SERVICES-23819 SUNNYMEAD POLICE SUBSTATION-JUN16	
		06/27/2016	RC-L107166	JANITORIAL SERVICES-23571 SUNNYMEAD POLICE SUBSTATION-JUN16	
	06/27/2016	RC-L107149	JANITORIAL SERVICES-CITY YARD-JUN16		
Remit to: MONROVIA, CA					<b>FYTD: \$352,895.73</b>
EASTERN MUNICIPAL WATER DISTRICT	228688	06/13/2016	MAY-16 6/13/16	WATER CHARGES	\$51,555.31
	228823	06/27/2016	MAY-16 6/27/16	WATER CHARGES	\$28,262.86
		06/27/2016	JUN-16 6/27/16	WATER CHARGES	
Remit to: LOS ANGELES, CA					<b>FYTD: \$1,469,678.27</b>

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)





**City of Moreno Valley**  
**Payment Register**  
 For Period 6/1/2016 through 6/30/2016

**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>
EIS, INC. DBA GENUINE CABLE GROUP	228757	06/20/2016	3807246	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION	\$29,588.82
		06/20/2016	3822990	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION	
		06/20/2016	3822246	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION	
		06/20/2016	3815789	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION	
		06/20/2016	3809612	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION	
		06/20/2016	3807903	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION	
	06/20/2016	3808226	MATERIALS FOR CITY WIDE FIBEROPTIC COMMUNICATION EXPANSION		
Remit to: CHICAGO, IL					<u>FYTD:</u> \$29,588.82
EMPLOYMENT DEVELOPMENT DEPARTMENT	17820	06/10/2016	2016-00000403	CALIFORNIA STATE TAX WITHHOLDING	\$31,885.09
	17926	06/24/2016	2016-00000417	CALIFORNIA STATE TAX WITHHOLDING	\$31,854.39
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$915,694.98
ENERGY AMERICA, LLC	17894	06/20/2016	100003a	ENERGY-RESOURCE ADEQUACY 5/1-6/1/16	\$42,240.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$194,040.00
ESRI, INC.	17896	06/20/2016	93132643	ANNUAL LICENSING RENEWAL 7/31/16-7/30/17	\$25,800.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$25,800.00

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 6/1/2016 through 6/30/2016

**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>
EXELON GENERATION COMPANY, LLC	17842	06/13/2016	MVEU-00031A	ENERGY PURCHASE	\$679,695.52
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$9,029,540.63
FLINT TRADING, INC	228691	06/13/2016	193463	SIGNING & STRIPING EQUIPMENT	\$26,581.52
Remit to: THOMASVILLE, NC					<u>FYTD:</u> \$35,954.37
HABITAT FOR HUMANITY RIVERSIDE	17902	06/20/2016	DRAW NO. 34	NSP1-8 SINGLE FAMILY HOMES-24265 MYERS AVE	\$257,408.66
	17903	06/20/2016	11/MAY-16	MOBILE HOME REPAIR PROGRAM	\$27,376.22
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,242,006.37
ICMA RETIREMENT CORP	17821	06/10/2016	2016-00000404	8030 - DEFERRED COMPENSATION 457	\$44,641.40
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$244,929.42
INTERNAL REVENUE SERVICE CENTER	17822	06/10/2016	2016-00000405	FEDERAL TAX WITHHOLDING	\$130,184.13
	17928	06/24/2016	2016-00000419	FEDERAL TAX WITHHOLDING	\$128,942.44
Remit to: OGDEN, UT					<u>FYTD:</u> \$3,490,566.24
KOA CORPORATION	228695	06/13/2016	JB44056x3	AQUEDUCT TRAIL (801 0055)-DESIGN SERVICES	\$45,676.75
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$263,558.34

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LIBRARY SYSTEMS & SERVICES, LLC	17850	06/13/2016	SI-000607	LIBRARY CONTRACTUAL SERVICES & MATERIALS-JUN16	\$233,239.32
		06/13/2016	SI-000609	LIBRARY I.T. SERVICES-JUN16	
		06/13/2016	SI-000486	LIBRARY CONTRACTUAL SERVICES & MATERIALS-MAY16	
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,453,248.42
MACADEE ELECTRICAL CONSTRUCTION, INC.	17950	06/27/2016	4192	TRAFFIC SIGNAL EQUIP. UPGRADE - CONSTRUCTION/EQUIP.	\$35,131.00
Remit to: CHINO, CA					<u>FYTD:</u> \$35,131.00
MORENO VALLEY UTILITY	228700	06/13/2016	JUN-16 6/13/16	ELECTRICITY CHARGES	\$66,685.91
Remit to: HEMET, CA					<u>FYTD:</u> \$973,495.81
MUNICIPAL HOUSING SOLUTIONS	17795	06/06/2016	MHS-12	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$27,832.00
		06/06/2016	MHS-09	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	
		06/06/2016	MHS-11	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	
		06/06/2016	MHS-10	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	
Remit to: AZUSA, CA					<u>FYTD:</u> \$53,677.00
NOBLE AMERICAS ENERGY SOLUTIONS	17913	06/20/2016	161620005787440	ELECTRICITY POWER PURCHASE FOR MVU	\$478,814.30
		06/20/2016	161330005662811	ELECTRICITY POWER PURCHASE FOR MVU	
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,451,557.19

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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>
PARSONS BRINCKERHOFF, INC	17858	06/13/2016	AR 626606	HUBBARD ST. STORM DRAIN (804 0010)-DESIGN SERVICES	\$72,239.92
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$92,027.03
PERS HEALTH INSURANCE	17925	06/08/2016	W160601	EMPLOYEE HEALTH INSURANCE	\$189,544.85
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,259,221.24
PERS RETIREMENT	17829	06/03/2016	P160520	PERS RETIREMENT DEPOSIT - CLASSIC	\$215,727.12
	17883	06/17/2016	P160603	PERS RETIREMENT DEPOSIT - CLASSIC	\$216,371.28
	17974	06/29/2016	P160617	PERS RETIREMENT DEPOSIT - CLASSIC	\$216,693.69
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$7,007,301.48
RIDGE RANCHO BELAGO, LLC	228807	06/20/2016	PA08-0097	REFUND OF FIRE INSPECTION DEPOSIT-WESTRIDGE COMMERCE CTR	\$39,140.91
Remit to: IRVINE, CA					<u>FYTD:</u> \$39,140.91
SOFTWARE ONE, INC / FORMERLY COMPUCOM	17865	06/13/2016	US-PSI-490483	LICENSE & SOFTWARE YEAR 1 OF EACH AGREEMENT (TRUE UP)	\$31,851.69
Remit to: WAUKESHA, WI					<u>FYTD:</u> \$159,907.57
SOUTHERN CALIFORNIA EDISON 1	228770	06/20/2016	707-6081/MAY-16	ELECTRICITY CHARGES	\$145,760.45
		06/20/2016	MAY-16 6/20/16	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$3,152,001.31
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	17920	06/20/2016	MAR-2016	INTERIM CITY ATTORNEY LEGAL SERVICES 3/1-3/31/16	\$29,592.50
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$291,666.75

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	17869	06/13/2016	2016-00000402	4511 - FSA - MEDICAL CARE REIMBURSEMENT	\$44,914.61
		06/13/2016	201606	RETIREE MEDICAL BENEFIT BILLING-JUN16	
		06/13/2016	92474	FLEX & COBRA ADMIN FEES-MAY16	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$625,939.05
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	228775	06/20/2016	SP0007466	CDBG REIMBURSEMENT THRU 1/31/16-SMALL BUSINESS COUNSELING PROGRAM	\$48,917.78
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$98,605.78
TYLER TECHNOLOGIES/FORMERLY NEW WORLD SYSTEMS	17922	06/20/2016	049382	NEW WORLD SYSTEMS ANNUAL SOFTWARE MAINT. 6/1/16-5/31/17	\$139,520.00
Remit to: PLANO, TX					<u>FYTD:</u> \$152,794.00
U.S. BANK/CALCARDS	17811	06/06/2016	05-27-16	MAY 2016 CALCARD ACTIVITY	\$200,904.53
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$2,571,963.61
WASTE MANAGEMENT	228720	06/13/2016	060316	SOLID WASTE DELINQUENCIES PASS THRU LESS FRANCHISE FEES	\$1,078,154.64
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,297,944.87
WELLS FARGO CORPORATE TRUST	18023	06/14/2016	W160602	DEBT SERVICE-SPECIAL TAXES	\$1,057,445.37
Remit to: MINNEAPOLIS, MN					<u>FYTD:</u> \$10,083,304.04

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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.	17817	06/06/2016	115247	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 01	\$47,952.00
		06/06/2016	115244	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 03 & 04	
		06/06/2016	115248	TREE TRIMMING/REMOVAL SERVICES-ZONE D	
		06/06/2016	115251	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 07	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$166,639.00
WOODWAY USA, INC	228648	06/06/2016	61677	TWO (2) UNITS 4 FRONT SLAT BELT TREADMILL FOR SENIOR CTR.	\$28,061.44
Remit to: WAUKESHA, WI					<u>FYTD:</u> \$28,061.44
WRCOG WESTERN RIVERSIDE CO. OF GOVTS.	228781	06/20/2016	MAY-2016 TUMF	TUMF FEES COLLECTED FOR 5/1-5/31/16 (RESIDENTIAL & INDUSTRIAL)	\$582,531.05
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,789,452.66
<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>					<b>\$17,109,388.00</b>

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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>
ABILITY COUNTS, INC	17831	06/13/2016	ACI112523	LANDSCAPE MAINT-CFD#1-MAY16	\$2,065.00
Remit to: CORONA, CA					<b>FYTD:</b> \$22,715.00
ACTIVE NETWORK, LLC	17885	06/20/2016	4100145526	PAYMENT MANAGER MAINT. & SUPPORT RENEWAL 7/1/16-6/30/17	\$16,766.11
		06/20/2016	4100145484	CLASS (PARKS & CS) ANNUAL MAINT & SUPPORT RENEWAL7/1/16-6/30/17	
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$16,766.11
ADLERHORST INTERNATIONAL INC.	17933	06/27/2016	71671	MONTHLY K-9 TRAINING-JUN16	\$512.82
		06/27/2016	71701	SUPPLIES FOR K-9 DRE	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$6,636.48
ADMINSURE	228681	06/13/2016	9351	WORKERS' COMP CLAIMS ADMINISTRATION-JUN16	\$2,175.00
Remit to: DIAMOND BAR, CA					<b>FYTD:</b> \$26,100.00
ADVANCED ELECTRIC	228682	06/13/2016	12044	ELECTRICAL REPAIRS-SHADOW MOUNTAIN PARK	\$11,045.76
		06/13/2016	12048	ELECTRICAL REPAIRS-CELEBRATION PARK	
		06/13/2016	12067	ELECTRICAL SERVICE-SENIOR CTR FITNESS ROOM	
		06/13/2016	12047	ELECTRICAL REPAIRS-COMMUNITY PARK	
		06/13/2016	12045	ELECTRICAL REPAIRS-SHADOW MOUNTAIN PARK	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$178,021.20
AEI-CASC ENGINEERING	17886	06/20/2016	0035571	PLAN CHECK SERVICES-WATER QUALITY MANAGEMENT PLANS	\$5,405.75
Remit to: COLTON, CA					<b>FYTD:</b> \$35,992.02

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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>
AEROTEK, INC.	17832	06/13/2016	OP06289920	TEMPORARY STAFFING-FIRE PREV. 3/7-3/11/16 (V. ADAMS)	\$1,326.08
		06/13/2016	OP06431715	TEMPORARY STAFFING-FIRE PREV. 5/23-5/25/16 (V. ADAMS)	
	17887	06/20/2016	OP06444415	TEMPORARY STAFFING-FIRE PREV. 5/31-6/3/16 (V. ADAMS)	\$611.24
	17934	06/27/2016	OP06457015	TEMPORARY STAFFING-FIRE PREV. 6/6-6/10/16 (V. ADAMS)	\$828.80
Remit to: CHICAGO, IL					<b>FYTD:</b> \$58,469.12
ALDI, INC.	228649	06/06/2016	MVU-7014047-01	PBI SOLAR INCENTIVE REBATE	\$24,248.18
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$24,248.18
ALPHA AUTOMATION	17833	06/13/2016	6060	DATA SERVICE FOR FUEL TANKS (JUL-DEC 2015)	\$250.00
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$500.00
ALTA VISTA PUBLIC CHARTER	228857	06/27/2016	1371319 1371320	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT	\$427.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$427.50
ALVARADO, ARTHUR STEVE	17888	06/20/2016	SPRING 2016	TUITION REIMBURSEMENT	\$1,726.14
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,726.14
AMERICAN FORENSIC NURSES	17935	06/27/2016	67913	PHLEBOTOMY SERVICES	\$2,500.00
		06/27/2016	67912	PHLEBOTOMY SERVICES	
		06/27/2016	67998	PHLEBOTOMY SERVICES	
		06/27/2016	67973	PHLEBOTOMY SERVICES	
		06/27/2016	67934	PHLEBOTOMY SERVICES	
Remit to: LA QUINTA, CA					<b>FYTD:</b> \$27,130.00
ANIMAL EMERGENCY CLINIC, INC.	17779	06/06/2016	146BI	AFTER HOURS EMERGENCY VETERINARY SERVICES-ANIMAL SHELTER	\$70.00
Remit to: GRAND TERRACE, CA					<b>FYTD:</b> \$3,861.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ANIMAL HEALTH AND SANITARY SUPPLY	228621	06/06/2016	37656	MISC. KENNEL SUPPLIES	\$63.65
Remit to: RIVERSIDE, CA					FYTD: \$4,450.36
APPLE ONE EMPLOYMENT SERVICES	17780	06/06/2016	01-4058090	TEMPORARY STAFFING-LAND DEV'T. 5/2-5/6/16 (D. SPIKES)	\$1,939.68
		06/06/2016	01-4063920	TEMPORARY STAFFING-LAND DEV'T. 5/9-5/13/16 (D. SPIKES)	
Remit to: GLENDALE, CA					FYTD: \$111,215.12
ARELLANO, ANA	228650	06/06/2016	1363947	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
ARMANDO FRANCO MD, INC	228651	06/06/2016	BL#02543-YR2016	REFUND OF OVERPAYMENT FOR BL#02543	\$63.16
Remit to: MORENO VALLEY, CA					FYTD: \$63.16
ARROYA, MONICA	228787	06/20/2016	1369004	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
ASH, DAVID	228652	06/06/2016	R16-096956	ANIMAL SHELTER REFUND-RABIES DEPOSIT	\$20.00
	228726	06/13/2016	R16-096956	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: STEVENSON RANCH, CA					FYTD: \$20.00
AT&T MOBILITY	228815	06/27/2016	872455379X060616	CELLULAR PHONE SERVICE-POLICE MOBILE COMMAND CTR.	\$98.76
Remit to: CAROL STREAM, IL					FYTD: \$1,271.24
AT&T/MCI	228816	06/27/2016	8192132	LANDLINE PHONE SERVICE-GANG TASK FORCE	\$365.86
		06/27/2016	8058730	LANDLINE PHONE SERVICE-GANG TASK FORCE	
Remit to: CAROL STREAM, IL					FYTD: \$1,639.24

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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>
AVANT GARDE	228749	06/20/2016	4015	HOME FUNDING COMPLIANCE SERVICES-MAR-MAY 2016	\$1,945.00
Remit to: POMONA, CA					<u>FYTD:</u> \$20,053.75
BAILLEY, LOUISE	228858	06/27/2016	R16-098591	ANIMAL SHELTER REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: GLENDORA, CA					<u>FYTD:</u> \$95.00
BANUELOS , GEORGE	228859	06/27/2016	R16-098269	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
BELTRAN, CONNIE	228788	06/20/2016	1364516	REFUND CANCELLED YOUTH BASKETBALL	\$70.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.00
BMW MOTORCYCLES OF RIVERSIDE	17835	06/13/2016	6013415	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$6,544.02
		06/13/2016	6013413	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		06/13/2016	6013259	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		06/13/2016	6013416	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		06/13/2016	6013526	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
06/13/2016	6013489	MAINT & REPAIRS-TRAFFIC MOTORCYCLE			
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$114,024.19
BOSCO LEGAL SERVICE, INC.	17781	06/06/2016	218722	LEGAL COURIER SERVICE	\$402.45
		06/06/2016	219364	LEGAL COURIER SERVICE	
		06/06/2016	219562	LEGAL COURIER SERVICE	
		06/06/2016	219580	LEGAL COURIER SERVICE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,021.95

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BOX SPRINGS MUTUAL WATER COMPANY	228622	06/06/2016	1084-1 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$345.46
		06/06/2016	204-9 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	1088-1 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	189-13 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	80-4 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	1086-1 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	1085-1 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	1087-1 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		06/06/2016	721-1 5/25/16	WATER USAGE-ZONE 01 TOWNGATE	
		06/06/2016	195-5 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	06/06/2016	45-4 5/25/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,224.55
BRAUN BLAISING MCLAUGHLIN	228683	06/13/2016	16101	LEGAL SERVICES-CASL: SCE GRC PHASE 2-APR16	\$37.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$27,493.92
BRAZILL, STEVE	228901	06/30/2016	MV-062416	EMCEE FOR JULY 4, 2016 CONCERT	\$325.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$325.00

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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>
BRIGHT ANGELS AT HEART	228789	06/20/2016	6/22/16 EVENT	SPONSOR-AUTISM AWARENESS EVENT (COUNCIL MEMBER JEMPSON)	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
CABAGAY, CRISANTE	228790	06/20/2016	R16-098921	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$12.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12.00
CALGO VEBA CITY OF MORENO VALLEY	17836	06/13/2016	2016-00000398	4020 - EXEC VEBA	\$16,231.80
	17936	06/27/2016	2016-00000410	4020 - EXEC VEBA	\$1,765.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$266,956.11
CALIFORNIA DEPT OF TRANSPORTATION	228750	06/20/2016	16007344	STATE ROUTE 60/REDLANDS BLVD. INTERCHANGE STUDY	\$8,589.43
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$55,852.48
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	228751	06/20/2016	2254	2016 ASSESSMENT FOR CALIFORNIA CTR. FOR SUSTAINABLE ENERGY NOTIFICATION	\$1,000.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$9,659.00
CALIFORNIA STATE CONTROLLER'S OFFICE	228623	06/06/2016	REPORT YEAR 2015	REMITTANCE OF UNCLAIMED ACCOUNTS PAYABLE CHECKS	\$3,853.84
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$3,853.84
CARPINTEYRO, RUBY	228791	06/20/2016	R16-097971/98248	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSITS	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
CATHOLIC CHARITIES	17889	06/20/2016	JAN-MAR 2016	CDBG REIMBURSEMENT	\$9,102.92
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$37,665.55

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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>
CHANCY, CHIZURU	228624	06/06/2016	MAY-2016	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$211.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,475.40
CHANDLER ASSET MANAGEMENT, INC	17782	06/06/2016	20359	INVESTMENT MANAGEMENT SERVICES-MAY16	\$4,187.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$49,728.00
CHANNING BETE COMPANY	228684	06/13/2016	53165391	CPR WORKBOOK AND SUPPLIES (STUDENT/INSTRUCTOR)	\$3,870.62
Remit to: SOUTH DEERFIELD, MA					<u>FYTD:</u> \$3,870.62
CHARLES ABBOTT ASSOCIATES, INC	17890	06/20/2016	55814	CONSULTING SERVICES-NPDES/SWMP-MAY16	\$8,367.00
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$158,170.50
CHAVEZ, ANGELA	228860	06/27/2016	R16-098014	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
CINTAS FIRE PROTECTION	228625	06/06/2016	0F19088669	FIRE SUPPRESSION FM-200 PANEL-EMERGENCY OP'S CTR	\$1,472.00
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$1,972.00
CITY OF SAN JACINTO	228817	06/27/2016	4932	POLICE SERVICES JPA FEASIBILITY STUDY - 1/9 SHARE OF INVOICE #1	\$2,643.78
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$2,643.78
COATES, GARRY	228861	06/27/2016	R16-097022/020	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$150.00
Remit to: TWENTYNINE PALMS, CA					<u>FYTD:</u> \$150.00

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COLONIAL SUPPLEMENTAL INSURANCE	228721	06/13/2016	7133069-0601566	SUPPLEMENTAL INSURANCE	\$5,760.85
Remit to: COLUMBIA, SC					<b>FYTD:</b> \$72,479.81
COMMUNITY ASSISTANCE PROGRAM - CAP	228753	06/20/2016	MAR 2016	CAP FOOD PROGRAM-CDBG	\$1,500.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$24,938.00
COSMIANO, KEITH	228653	06/06/2016	R16-097117	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
COSTCO	228754	06/20/2016	23188	SNACK SUPPLIES-COTTONWOOD GOLF CTR. SNACK	\$389.10
	228818	06/27/2016	23187	SUPPLIES-SKATE PARK	\$431.53
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$28,576.93
COUNSELING TEAM, THE	228626	06/06/2016	31036	CONSULTING SERVICES-CITY COUNCIL STRATEGIC PLANNING	\$2,900.00
	228685	06/13/2016	31809	EMPLOYEE SUPPORT SERVICES-APR16	\$2,350.00
		06/13/2016	31116	CONSULTATION WITH ANIMAL SERVICES' MANAGEMENT & STAFF	
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$41,887.50
COUNTRY SQUIRE ESTATES	228819	06/27/2016	APRIL 2016	UTILITY USERS TAX REFUND FOR APRIL 2016	\$48.90
		06/27/2016	MARCH16	UTILITY USERS TAX REFUND	
Remit to: ONTARIO, CA					<b>FYTD:</b> \$488.73
COUNTY OF RIVERSIDE	228686	06/13/2016	9990085000-1604	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR POLICE-APR16	\$2,786.42
	228820	06/27/2016	9990085000-1605	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR POLICE-MAY16	\$2,786.42
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$70,304.69

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE 1	228722	06/13/2016	PU0000003753	POLICE STATION JANITORIAL SUPPLIES	\$343.75
	228855	06/27/2016	PU0000003747	POLICE STATION JANITORIAL SUPPLIES	\$2,154.12
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$17,916.86
CRITTENTON SERVICES	228654	06/06/2016	BL#30822-YR2016	REFUND OF OVERPAYMENT FOR BL#30822	\$62.00
Remit to: FULLERTON, CA					<b>FYTD:</b> \$62.00
CULIN, EDDIE	228655	06/06/2016	R16-097908	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$19.00
CUTWATER INVESTOR SERVICES CORP	17938	06/27/2016	20944A	INVESTMENT MANAGEMENT SERVICES-MAY16	\$2,732.87
Remit to: DENVER, CO					<b>FYTD:</b> \$32,613.18
D&D SERVICES DBA D&D DISPOSAL, INC.	228627	06/06/2016	12600	DECEASED ANIMAL REMOVAL SERVICE-APR16	\$745.00
	228755	06/20/2016	12624	DECEASED ANIMAL REMOVAL SERVICE-MAY16	\$745.00
Remit to: VALENCIA, CA					<b>FYTD:</b> \$9,685.00
DATA TICKET, INC.	17783	06/06/2016	70475TPC	THIRD PARTY COLLECTIONS-ANIMAL SHELTER-APR16	\$1,634.79
		06/06/2016	70475	ADMIN CITATION PROCESSING-ANIMAL SHELTER-APR16	
	17837	06/13/2016	70478	ADMIN CITATION PROCESSING-POLICE-APR16	\$303.00
		06/13/2016	70493	ADMIN CITATION PROCESSING-PARKS RANGERS-APR16	
	17939	06/27/2016	70078TPC	THIRD PARTY COLLECTIONS-BLDG. & SAFETY-MAR16	\$806.04
		06/27/2016	70078	ADMIN CITATION PROCESSING-BLDG. & SAFETY-MAR16	
Remit to: NEWPORT BEACH, CA					<b>FYTD:</b> \$275,159.01
DAVIS, MAHLYN	228862	06/27/2016	1370913	REFUND FOR PICNIC SHELTER	\$156.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$156.00

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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>
DDL TRAFFIC INC.	17838	06/13/2016	4595	TRAFFIC SIGNAL EQUIPMENT-GE LED LUMINARIES (16)	\$15,200.00
Remit to: CHINO HILLS, CA					<u>FYTD:</u> \$54,412.00
DEBINAIRE COMPANY	228822	06/27/2016	M201436	BOILER MAINT.-EMERGENCY OP'S CTR.	\$302.00
		06/27/2016	162735	BOILER REPAIR-PUBLIC SAFETY BLDG.	
Remit to: CORONA, CA					<u>FYTD:</u> \$3,306.08
DEBRON GRAPHICS	17940	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$27.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$363.60
DELOSS, EMILY	228656	06/06/2016	R16-098327	ANIMAL SHELTER REFUND-OVERPAYMENT ON 2 WEB LICENSE RENEWALS	\$24.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24.00
DELTA DENTAL OF CALIFORNIA	17839	06/13/2016	BE001666003	EMPLOYEE DENTAL INSURANCE-PPO	\$10,906.79
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$127,427.78
DELTACARE USA	17840	06/13/2016	BE001667004	EMPLOYEE DENTAL INSURANCE-HMO	\$4,822.60
Remit to: DALLAS, TX					<u>FYTD:</u> \$58,526.05
DENNIS GRUBB & ASSOCIATES, LLC	17892	06/20/2016	1467	PLAN REVIEW SERVICES-MAY16	\$7,880.00
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$74,630.00
DENNIS, JOYCE	228792	06/20/2016	1364499	REFUND CANCELLED YOUTH BASKETBALL	\$70.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.00
DENNY, SHOR	228727	06/13/2016	1364558	SPECIAL EVENT REFUND DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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DEPARTMENT OF ENVIRONMENTAL HEALTH	228687	06/13/2016	IN0257575	HEALTH PERMIT FOR GRAND VALLEY BALLROOM 6/3/16-6/30/17	\$1,044.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$30,742.00</b>
DEVNANI, SANJAY	228863	06/27/2016	CK#6024 7/2/15	REISSUE UNCLAIMED CHECK-RE: MV UTILITY REFUND	\$153.96
Remit to: CALABASAS, CA					<b>FYTD: \$153.96</b>
DIMENSION DATA NORTH AMERICA INC/FORMERLY NEXUS	17784	06/06/2016	33626	PROFESSIONAL SERVICES-SV9500 UPGRADE WITH REMOTE SITES-50% COMPLETE	\$3,685.71
Remit to: PITTSBURGH, PA					<b>FYTD: \$128,528.87</b>
DRAYTON, TAMI JANOHNE	17942	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-LINE DANCING CLASS	\$86.40
Remit to: MORENO VALLEY, CA					<b>FYTD: \$826.20</b>
DUVAL, ROBERTA	17943	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$129.60
Remit to: SUN CITY, CA					<b>FYTD: \$2,224.80</b>
E.R. BLOCK PLUMBING & HEATING, INC.	17841	06/13/2016	121063	REPLACED BACKFLOW DEVICE-NPDES	\$4,692.48
		06/13/2016	121064	REPLACED BACKFLOW DEVICE-ZONE D	
		06/13/2016	121030	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	
		06/13/2016	121062	REPLACED BACKFLOW DEVICE-SD LMD ZN03-MVRW	
	17944	06/27/2016	120668	BACKFLOW DEVICE TESTS-CFD & CITY PARKS	\$125.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$70,810.00</b>
EASTERN MUNICIPAL WATER DISTRICT	228628	06/06/2016	MAY-16 6/6/16	WATER CHARGES	\$5,576.21
	228756	06/20/2016	MAY-16 6/20/16	WATER CHARGES	\$10,568.51
Remit to: LOS ANGELES, CA					<b>FYTD: \$1,469,678.27</b>

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	17893	06/20/2016	0402-MF-01889A	SOLAR METER INSTALLATION	\$5,521.38
		06/20/2016	0402-MF-01893A	SOLAR METER INSTALLATION	
		06/20/2016	0402-MF-01888A	SOLAR METER INSTALLATION	
		06/20/2016	0402-MF-01891A	SOLAR METER INSTALLATION	
		06/20/2016	0402-MF-01895A	SOLAR METER INSTALLATION	
		06/20/2016	0402-MF-01892A	SOLAR METER INSTALLATION	
		06/20/2016	40-238B-11	PROFESSIONAL SERVICES-CITY YARD ADMIN. BLDG.	
		06/20/2016	0402-MF-01887A	SOLAR METER INSTALLATION	
Remit to: ANAHEIM, CA					FYTD: \$3,997,392.16
ENHANCE THE GIFT MINISTRIES	228657	06/06/2016	1363928	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
ENNIS PAINT	17895	06/20/2016	302818	TRAFFIC PAINT & MATERIALS	\$6,309.93
Remit to: DALLAS, TX					FYTD: \$49,896.13
ESPINOZA, HECTOR	228864	06/27/2016	R16-098346	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
ETUALE, MARIE	228793	06/20/2016	1368992	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
EVANS ENGRAVING & AWARDS	17897	06/20/2016	5916-5	NAMEPLATE FOR PLANNING COMMISSIONER	\$30.24
		06/20/2016	60216-26	NAMEPLATE FOR PLANNING COMMISSIONER	
Remit to: BANNING, CA					FYTD: \$833.76
EXCEL LANDSCAPE, INC	17785	06/06/2016	87241	LANDSCAPE MAINT-WQB/NPDES-APR16	\$6,680.28
Remit to: CORONA, CA					FYTD: \$77,179.26

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FH CANN & ASSOCIATES, INC	228824	06/27/2016	2016-00000411	1015 - GARNISHMENT - CREDITOR	\$408.73
Remit to: NORTH ANDOVER, MA					<u>FYTD:</u> \$408.73
FIELDMAN, ROLAPP & ASSOC.	228825	06/27/2016	22600	FINANCIAL ADVISOR-CHANGE PROCEEDINGS FOR CFD #7 (4/25- 5/31/16)	\$2,044.58
Remit to: IRVINE, CA					<u>FYTD:</u> \$12,968.90
FILARSKY & WATT, LLP	228689	06/13/2016	04292016	LEGAL SERVICES	\$5,325.00
		06/13/2016	03012016	LEGAL SERVICES	
		06/13/2016	03302016	LEGAL SERVICES	
	228826	06/27/2016	MAY 2016	LEGAL SERVICES	\$985.50
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$6,310.50
FIRST AMERICAN DATA TREE, LLC	228690	06/13/2016	20027760516	ONLINE SOFTWARE SUBSCRIPTION	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$1,138.00
FIRST INDUSTRIAL REALTY TRUST	17786	06/06/2016	2617385	PROPERTY LEASE RENT-JUN15	\$531.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$6,344.30
FOPPE, CRYSTAL	228658	06/06/2016	R16-097798	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$13.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13.00
FOSTER, DE	228659	06/06/2016	R16-097398	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
FOSTER, SUMMER	228794	06/20/2016	1367919	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00

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FRANCE PUBLICATIONS, INC.	17945	06/27/2016	SB76083	FULL PAGE ADVERTISEMENT-SHOPPING CTR BUSINESS-5/1/16 ISSUE	\$6,150.00
		06/27/2016	WR76284	JUNIOR PAGE ADVERTISEMENT-WESTERN REAL ESTATE BUSINESS- 5/1/16 ISSUE	
Remit to: ATLANTA, GA					<b>FYTD:</b> \$21,700.00
FRANGADAKIS, STEVE MICHAEL	228902	06/30/2016	305	CONCERT PERFORMANCE FOR 7/15/16 (WANTED BONJOVI)	\$1,500.00
Remit to: LAKE BALBOA, CA					<b>FYTD:</b> \$1,500.00
FRANKLIN, L. C.	17843	06/13/2016	MAY-2016	MILEAGE REIMBURSEMENT	\$281.88
	17898	06/20/2016	JUN-2016	MILEAGE REIMBURSEMENT	\$111.24
Remit to: PERRIS, CA					<b>FYTD:</b> \$2,410.78
FRIENDS OF THE MV SENIOR CENTER	17899	06/20/2016	2015-16-02	SENIOR MOVAN PROGRAM-FEB 2016 TO APR 2016	\$8,571.43
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$33,829.40
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	17946	06/27/2016	7002Z183-S-16157	BACKBONE COMMUNICATION SERVICE 6/5-7/4/16	\$1,963.42
Remit to: ROCHESTER, NY					<b>FYTD:</b> \$22,171.55
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	228758	06/20/2016	082109-5/JUN16	PHONE CHARGES FOR EMPLOYMENT RESOURCE CTR. 6/4-7/3/16	\$619.14
	228827	06/27/2016	3101548661/JUN16	FIOS SERVICES FOR FIRE STATION #99	\$117.23
Remit to: CINCINNATI, OH					<b>FYTD:</b> \$11,189.29

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FULLER, DEREK	228903	06/30/2016	803	BAND PERFORMANCE FOR JULY 4, 2016 EVENT	\$2,500.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$2,500.00
G/M BUSINESS INTERIORS, INC.	228828	06/27/2016	0222575-IN	HERMAN MILLER - ERGONOMIC AERON CHAIR	\$826.64
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$57,757.06
GAGE, LESIA	17900	06/20/2016	SPRING 2016	TUITION REIMBURSEMENT	\$683.57
Remit to: WHITTIER, CA					<u>FYTD:</u> \$1,835.87
GALLAGHER, ELAINE	228865	06/27/2016	R16-098828	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
GALLS INC., INLAND UNIFORM	17844	06/13/2016	BC0247786	UNIFORMS FOR POLICE/SET UNIT	\$1,335.07
		06/13/2016	BC0226541	UNIFORMS FOR POLICE/TRAFFIC UNIT	
		06/13/2016	BC0188704	UNIFORMS FOR POLICE/SET UNIT	
		06/13/2016	BC0228073	UNIFORMS FOR POLICE/TRAFFIC UNIT	
		06/13/2016	BC0226539	UNIFORMS FOR POLICE/TRAFFIC UNIT	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$9,537.77
GARCIA, JANET	228866	06/27/2016	1370469	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
GETYROSE, LATAG	228795	06/20/2016	1366561	REFUND ELECTRONIC FUND TRANSFER TAKEN FROM WRONG ACCOUNT	\$281.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$281.00
GHD INCORPORATED	228829	06/27/2016	63754	ADA PEDESTRIAN RAMP IMPROVEMENTS-DESIGN SERVICES-CYCLE 6	\$16,114.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$16,114.00

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GONZALEZ DE LEON, ARACELI	228629	06/06/2016	MAY-2016	INSTRUCTOR SERVICES-INTRODUCTION TO SALSA CLASS	\$90.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$144.00
GOZDECKI, DAN	17845	06/13/2016	JUN-2016 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	\$470.40
		06/13/2016	JUN-2016 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,119.80
GRAVES & KING, LLP	228630	06/06/2016	1604-0009808-01	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	\$3,369.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$27,470.18
GRAY, CASSANDRA	228728	06/13/2016	R16-098680	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$7.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7.00
GREENE, KARRI	228796	06/20/2016	R16-098978	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
GRID ALTERNATIVES	228759	06/20/2016	ARI0002107	CDBG REIMBURSEMENT-SOLAR AFFORDABLE HOUSING PROGRAM	\$24,000.00
Remit to: OAKLAND, CA					<u>FYTD:</u> \$24,000.00
GUEVARA, EMMA	228797	06/20/2016	1368998	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT MINUS AMOUNT DUE	\$150.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$150.00
GUTIERREZ, CONNIE	228660	06/06/2016	R16-098130	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
GUTIERREZ, YXSTIAN	228782	06/20/2016	6/23-6/27/16	TRAVEL PER DIEM-84TH ANNUAL CONFERENCE OF MAYORS	\$189.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$914.81

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HABITAT FOR HUMANITY RIVERSIDE	17901	06/20/2016	10/APR-16	MOBILE HOME REPAIR PROGRAM	\$14,076.29
		06/20/2016	08/APR 2016	HELPING HAND PROGRAM-CDBG	
		06/20/2016	09/MAY 2016	HELPING HAND PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,242,006.37
HABITAT RESTORATION SCIENCES, INC	17787	06/06/2016	7213	DETENTION BASIN MAINT. SERVICE-APR16	\$1,874.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$16,866.00
HAMPTON-LEE, ELLEN	228867	06/27/2016	1371264	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HANEY REYES, DELINA L.	228798	06/20/2016	B1501385	FULL REFUND OF VARIOUS PERMIT FEES PAID	\$414.56
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$414.56
HARDMAN, DEBRA	228899	06/30/2016	306	PETTING ZOO FOR JULY 4, 2016 EVENT	\$1,000.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,000.00
HARKEY, ASPEN	228729	06/13/2016	R16-097152	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
HARRISON, MARITZA	228661	06/06/2016	1363923	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	228631	06/06/2016	0025471-IN	SALES TAX AUDIT SERVICES	\$2,614.55
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$9,443.05

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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>
HEISELT, KARIE	228868	06/27/2016	1370172-31364363	REFUND FOR CLASSES	\$329.60
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$329.60
HIBRIDHOME LLC	228730	06/13/2016	RCT#433881	REFUND-NON SUFFICIENT FUNDS CHECK PAID TWICE	\$74.00
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$74.00
HOGUE, JA'SHUA	228731	06/13/2016	1364549	SPECIAL EVENT REFUND DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
HONDA YAMAHA OF REDLANDS	17947	06/27/2016	78206	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,834.83
		06/27/2016	77201	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		06/27/2016	76225	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: REDLANDS, CA					<b>FYTD:</b> \$27,023.55
HOUGH, RUSSELL	228799	06/20/2016	CK#17473	REISSUE UNCLAIMED WORKER'S COMP CHECK-RE: MEDICAL MILEAGE REIMBURSEMENT	\$11.31
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$11.31
HOUSER, MELANIE JEAN	17904	06/20/2016	1008	TRANSCRIPTION SERVICES FOR PLANNING COMMISSION MEETINGS	\$251.52
		06/20/2016	1009	TRANSCRIPTION SERVICES FOR PLANNING COMMISSION MEETINGS	
Remit to: ST. PETERSBURG, FL					<b>FYTD:</b> \$3,366.96
HR GREEN CALIFORNIA, INC	228830	06/27/2016	105361	PLAN CHECK SERVICES 4/2-5/27/16	\$1,852.50
Remit to: DES MOINES, IA					<b>FYTD:</b> \$5,660.12

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HUNSAKER & ASSOCIATES IRVINE, INC	228632	06/06/2016	16040249	PLAN CHECK SERVICES-TR 31592	\$10,640.03
		06/06/2016	16040259	PLAN CHECK SERVICES-PM35679/PA07-0084	
		06/06/2016	16030148	PLAN CHECK SERVICES-PM 5679/PA07-0084	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$79,489.35
HYLAND SOFTWARE, INC./ FORMERLY SIRE TECHNOLOGIES	17846	06/13/2016	347432	VIDEO STREAMING HOSTING 12/1/15-2/29/16	\$5,400.00
		06/13/2016	354692	VIDEO STREAMING HOSTING 6/1-8/31/16	
		06/13/2016	354690	VIDEO STREAMING HOSTING 3/1-5/31/16	
Remit to: WESTLAKE, OH					<u>FYTD:</u> \$25,193.56
ICMA RETIREMENT CORP	17927	06/24/2016	2016-00000418	8030 - DEFERRED COMPENSATION 457	\$8,641.40
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$244,929.42
IGLESIAS, ALEJANDRO	228732	06/13/2016	1366477	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
IL SORRENTO MOBILE PARK	228831	06/27/2016	AP 2016	UTILITY USERS TAX REFUND	\$33.38
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$792.42
INLAND EMPIRE BUSINESS PUBLICATIONS, LLC	17788	06/06/2016	37	1/2 PAGE ADVERTISEMENT-INLAND EMPIRE BUSINESS REVIEW	\$624.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,620.00

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INLAND EMPIRE PROPERTY SERVICE, INC	17847	06/13/2016	3265	WEED ABATEMENT-MARCH FIELD #5	\$4,077.00
	17905	06/20/2016	316	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	\$727.50
	17948	06/27/2016	318	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	\$3,851.50
		06/27/2016	327	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	323	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	317	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	319	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	320	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	336	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	322	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	324	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	325	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	332	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	321	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	326	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	333	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	335	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	330	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	328	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		06/27/2016	329	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	

Remit to: MORENO VALLEY, CA

FYTD: \$105,328.13

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INLAND OVERHEAD DOOR COMPANY	228633	06/06/2016	40085	ROLL UP DOORS (6) PREVENTIVE MAINT-FIRE STATION #91	\$3,456.00
		06/06/2016	40083	AUTO GATES (2)/ROLL UP DOORS(6) PREVENTIVE MAINT-FIRE STATION #58	
		06/06/2016	40077	ROLL UP DOORS (2) PREVENTIVE MAINT-ANNEX 1	
		06/06/2016	40078	ROLL UP DOORS (2) PREVENTIVE MAINT-MVU FIELD OFFICE	
		06/06/2016	40076	AUTO GATES (2)/ROLL UP DOORS (10) PREVENTIVE MAINT-CITY YARD	
		06/06/2016	40084	ROLL UP DOORS (2) PREVENTIVE MAINT-FIRE STATION #65	
		06/06/2016	40086	AUTO GATE (1)/ROLL UP DOORS (5) PREVENTIVE MAINT-FIRE STATION #99	
		06/06/2016	40080	AUTO GATES (2)/ROLL UP DOORS (6) PREVENTIVE MAINT-FIRE STATION #2	
		06/06/2016	40081	AUTO GATES (2)/ROLL UP DOORS (6) PREVENTIVE MAINT-FIRE STATION #6	
		06/06/2016	40082	AUTO GATE (1)/ROLL UP DOORS (2) PREVENTIVE MAINT-FIRE STATION #48	
		06/06/2016	40087	AUTO GATE (1) PREVENTIVE MAINT-ANIMAL SHELTER	
		06/06/2016	40079	AUTO GATES (7)/ROLL UP DOORS (2) PREVENTIVE MAINT-PUBLIC SAFETY BLDG.	
	Remit to: COLTON, CA				
INSIDE PLANTS, INC.	17848	06/13/2016	60306	INDOOR PLANT MAINT. AT CONFERENCE & REC. CTR.-JUN16	\$343.00
Remit to: CORONA, CA					<u>FYTD:</u> \$4,116.00
INTERPRETERS UNLIMITED	228692	06/13/2016	M16M4-13197	LANGUAGE INTERPRETATION	\$26.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$134.00

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IRON MOUNTAIN, INC	17906	06/20/2016	200985049	OFF-SITE DATA STORAGE-MAY16	\$4,709.28
		06/20/2016	MRZ5709	OFF-SITE RECORDS STORAGE-JUN16	
		06/20/2016	MNS2505	OFF-SITE RECORDS STORAGES-MAY16	
Remit to: PASADENA, CA					<u>FYTD:</u> \$30,657.88
JACK HENRY & ASSOCIATES	228832	06/27/2016	2287570	ONLINE PAYMENT PROCESSING-MVU-MAY16	\$30.00
		06/27/2016	2259535	ONLINE PAYMENT PROCESSING-MVU-APR16	
Remit to: MONETT, MO					<u>FYTD:</u> \$889.82
JANNEY & JANNEY ATTORNEY SERVICES, INC.	228760	06/20/2016	STMT NO. 3659	LEGAL COURIER SERVICES	\$877.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,241.42
JDH CONTRACTING	17789	06/06/2016	060216-01	PURCHASE/INSTALL (3) FIRE RATED WINDOWS-CITY HALL	\$2,571.00
	17849	06/13/2016	060716-01	REMOVED & REPLACED CONCRETE WALKWAY-PUBLIC SAFETY BLDG.	\$6,168.00
	17907	06/20/2016	061416-01	INSTALL FENCE & GATE FOR COMPRESSOR UNIT-SENIOR CTR.	\$1,672.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$233,415.90
JOHNSON, TRACY	228693	06/13/2016	MAY-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$374.40
	228833	06/27/2016	JUN-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$465.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,211.40
JTB SUPPLY CO., INC.	17949	06/27/2016	101051	BATTERY BACK-UP/SERVICE CABINET (1 UNIT)	\$8,447.76
Remit to: ORANGE, CA					<u>FYTD:</u> \$71,565.56
KENASTON FLOORING	228634	06/06/2016	14165	FLOORING AND WALL IMPROVEMENTS - SENIOR CTR.	\$24,955.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$96,440.00

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KNORR SYSTEMS, INC	228694	06/13/2016	SI179100	MISC. SUPPLIES FOR CELEBRATION PARK	\$166.99
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$341.71
LABORATORY CORPORATION OF AMERICA HOLDINGS	228696	06/13/2016	22987904	BLOOD EXAM FOR TUBERCULOSIS	\$227.00
Remit to: BURLINGTON, NC					<u>FYTD:</u> \$227.00
LANDCARE USA, LLC	17790	06/06/2016	8098591	IRRIGATION REPAIRS-SD LMD ZN 04-APR 2016	\$6,174.65
		06/06/2016	8098797	IRRIGATION REPAIRS-ZONES S, E-7, SD LMD ZN 01, 01A & 08-APR 2016	
		06/06/2016	8090497	IRRIGATION REPAIRS-ZONES M, E-7, SD LMD ZN 01A & 08-MAR 2016	
		06/06/2016	8098587	INSTALLATION OF PLANT MATERIAL-SD LMD ZN 04/ALONG OLIVER STREET	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,262,286.30
LEADING EDGE LEARNING CENTER	228761	06/20/2016	MAY-2016	INSTRUCTOR SERVICES-GED TEST & READING RASCALS CLASSES	\$582.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,252.80
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	228783	06/20/2016	10/5-10/7/16	REGISTRATION FEE-MAYOR GUTIERREZ & COUNCILMEMBER MOLINA-ANNUAL CONFERENCE & EXPO	\$1,050.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$34,269.00
LEE-MCDUFFIE, PRECIOUS	17908	06/20/2016	JUN-2016	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$382.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,517.20
LEVERAGE INFORMATION SYSTEMS	17909	06/20/2016	1631210	ALARM SYSTEM TROUBLESHOOTING	\$875.00
Remit to: WOODINVILLE, WA					<u>FYTD:</u> \$875.00

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LEVINSON, STEVAN	228869	06/27/2016	1357726	REFUND DEPOSIT REFUND PERMIT NUMBER 29560	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
LEWIS, JANNA	228662	06/06/2016	R16-097863	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
LIEBERT, CASSIDY, WHITMORE	228697	06/13/2016	1420624	LEGAL SERVICES-MO140-00001	\$390.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$17,986.60
LINTON, ROBERT	228784	06/20/2016	6/28-6/30/16	TRAVEL PER DIEM & MILEAGE-ESRI GIS CONFERENCE	\$261.84
Remit to: CORONA, CA					<u>FYTD:</u> \$547.61
LOPEZ, MARIA	228800	06/20/2016	R16-098974	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
LOPEZ, TERI	228801	06/20/2016	1364512	REFUND CANCELLED YOUTH BASKETBALL	\$70.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.00
LOVELL, BRIAN	228663	06/06/2016	R16-097227	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$75.00

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LYONS SECURITY SERVICE, INC	17791	06/06/2016	22970	SECURITY GUARD SERVICES-MVU-MAY16	\$198.12
	17851	06/13/2016	22965	SECURITY GUARD SERVICES-CITY HALL-MAY16	\$6,889.84
		06/13/2016	22966	SECURITY GUARD SERVICES-LIBRARY-MAY16	
		06/13/2016	22968	SECURITY GUARD SERVICES-TOWNGATE COMM. CTR.-MAY16	
	17910	06/20/2016	22967	SECURITY GUARD SERVICES-CRC SPECIAL EVENTS 5/14/16 (E. DAVIS)	\$11,660.20
		06/20/2016	23018	SECURITY GUARD SERVICES-CRC SPECIAL EVENTS 5/19/16 (M. MONDORF)	
		06/20/2016	23019	SECURITY GUARD SERVICES-CRC SPECIAL EVENTS 5/21/16 (S. SESSION)	
		06/20/2016	22880	SECURITY GUARD SERVICES-CRC-APR16	
		06/20/2016	22881	SECURITY GUARD SERVICES-CRC SPECIAL EVENTS-APR16	
		06/20/2016	22882	SECURITY GUARD SERVICES-SENIOR CTR-APR16	
		06/20/2016	23017	SECURITY GUARD SERVICES-CRC-MAY16	
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$135,804.69
MACDONOUGH, JENNY	228664	06/06/2016	R16-097577	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$50.00
MACEDO, MELISSA	228665	06/06/2016	1363935	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$200.00
MACRO-PRO/WITNESS FEE	228802	06/20/2016	RCT#438183	REFUND-OVERPAYMENT FOR REQUESTED SUBPOENA COPIES	\$6.80
Remit to: LONG BEACH, CA					<b>FYTD:</b> \$6.80
MAGANA, FAVIOLA	228904	06/30/2016	306	4TH OF JULY INDEPENDENCE PARADE & FUNFEST SIGNAGE	\$540.00
Remit to: RIALTO, CA					<b>FYTD:</b> \$1,080.00
MALDONADO, SANDRA	228666	06/06/2016	R16-097916	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$32.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$32.00

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MANDELL MUNICIPAL COUNSELING	228834	06/27/2016	MAY 2016	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$950.00
Remit to: LOS ANGELES, CA					FYTD: \$9,425.00
MARABLE, MARIA	228667	06/06/2016	R16-098312	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
MARAVILLA FOUNDATION	228803	06/20/2016	B1503847	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$146.32
Remit to: COMMERCE, CA					FYTD: \$146.32
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	17792	06/06/2016	72772	LANDSCAPE EXTRA WORK-APR16-ZONE D/IRRIGATION REPAIR	\$3,405.64
		06/06/2016	72774	LANDSCAPE EXTRA WORK-APR16-ZONE D/IRRIGATION REPAIR	
		06/06/2016	72775	LANDSCAPE EXTRA WORK-APR16-ZONE D/IRRIGATION REPAIR	
		06/06/2016	72776	LANDSCAPE EXTRA WORK-APR16-SD LMD ZN 02/INSTALL DRAIN @ EL PASEO	
		06/06/2016	72773	LANDSCAPE EXTRA WORK-APR16-ZONE D/IRRIGATION REPAIR	
	17852	06/13/2016	72444	LANDSCAPE EXTRA WORK-TRIM 8 TREES AT CRC ON 3/26/16	\$986.00
Remit to: IRWINDALE, CA					FYTD: \$1,047,064.00
MARQUEZ, ARTURO	228733	06/13/2016	1366196	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT	\$750.00
Remit to: PERRIS, CA					FYTD: \$750.00
MARTINEZ, MELISSA	228734	06/13/2016	1364540	SPECIAL EVENT REFUND DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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MCCAIN TRAFFIC SUPPLY	228698	06/13/2016	INV0209163	TRAFFIC EQUIPMENT- TWO UNITS (2) 333L CABINET	\$22,863.58
	228762	06/20/2016	INV0208400	TRAFFIC SIGNAL SUPPLIES	\$18,405.44
		06/20/2016	INV0208859	TRAFFIC SIGNAL SUPPLIES	
		06/20/2016	INV0209194	TRAFFIC SIGNAL SUPPLIES	
		06/20/2016	INV0208450	TRAFFIC SIGNAL SUPPLIES	
		06/20/2016	INV0209337	TRAFFIC SIGNAL SUPPLIES	
Remit to: VISTA, CA					<u>FYTD:</u> \$71,430.15
MEDINA, PRISCILLA	228870	06/27/2016	1362796	REFUND CUSTOMER CANCELLED PARK SHELTER	\$124.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$124.80
MENDENHALL, DALE W.	228785	06/20/2016	6/27-6/30/16	TRAVEL PER DIEM & MILEAGE-2016 ESRI USER CONFERENCE	\$290.82
Remit to: HEMET, CA					<u>FYTD:</u> \$573.55
MENGISTU, YESHIALEM	17853	06/13/2016	MAY-2016	MILEAGE REIMBURSEMENT	\$192.78
	17911	06/20/2016	JUN-2016	MILEAGE REIMBURSEMENT	\$77.22
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,725.67

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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	17793	06/06/2016	47661	LANDSCAPE EXTRA WORK-APR16-SD LMD ZN 03/INSTALL PLANT MATERIAL	\$2,272.32
	17912	06/20/2016	47662	LANDSCAPE EXTRA WORK-APR16-REPLACE TREE DAMAGED BY CAR ACCIDENT	\$18,607.10
		06/20/2016	47858	LANDSCAPE EXTRA WORK-SD LMD ZN 03/INSTALL 10 TREES-KITCHING AVE.	
		06/20/2016	47372	LANDSCAPE EXTRA WORK-MAR16-SD LMD ZN 03/KITCHING ST. & IRIS AVE.	
		06/20/2016	47637	IRRIGATION REPAIRS-SD LMD ZN 03 & 03A-APR 2016	
		06/20/2016	47666	LANDSCAPE EXTRA WORK-APR16-SD LMD ZN 03/RECLAIM SIGNS POSTS/RIVETS	
		06/20/2016	47300	LANDSCAPE EXTRA WORK-SPRAY TURF/INSTALL MULCH, MISC. IRRIGATION PARTS-KITCHING/IRIS	
		06/20/2016	47301	LANDSCAPE EXTRA WORK-FEB16-SD LMD ZN 03/KITCHING ST. & KRAMERIA	
		06/20/2016	47299	LANDSCAPE EXTRA WORK-RELOCATE/INSTALL RECLAIM SIGNS-SD LMD ZN 03	
	06/20/2016	47854	IRRIGATION REPAIRS-SD LMD ZN 03 & 03A-MAY 2016		
Remit to: MONTEREY PARK, CA					<b>FYTD:</b> \$302,921.04
MEYERS, NAVE, RIBACK, SILVER & WILSON	228635	06/06/2016	2016020394	LEGAL SERVICES-RE: RECALL PETITIONS	\$391.93
Remit to: OAKLAND, CA					<b>FYTD:</b> \$10,630.06
MEYERS, ROBERT	17951	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-PHOTOGRAPHY CLASS	\$42.00
	17970	06/30/2016	INV2	PHOTOGRAPHY FOR JULY 4, 2016 EVENT	\$170.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,040.60
MILLIE AND SEVERSON, INC.	228804	06/20/2016	B1401909	REFUND-BALANCE OF TRUST ACCOUNT DEPOSIT	\$1,316.00
Remit to: LOS ALAMITOS, CA					<b>FYTD:</b> \$1,316.00

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MITCHELL, PIPER	228871	06/27/2016	R16-099073	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LA MESA, CA					FYTD: \$75.00
MOLINA, ERNESTO	228905	06/30/2016	805	LATIN FUSION BAND FOR CONCERTS IN THE PARK-JULY 8, 2016	\$1,100.00
Remit to: PASADENA, CA					FYTD: \$1,100.00
MONTGOMERY PLUMBING INC	228636	06/06/2016	012616	PLUMBING SERVICE-FIRE STATION #58	\$7,525.00
		06/06/2016	020316	PLUMBING SERVICE-EMPLOYMENT RESOURCE CTR	
		06/06/2016	020416	PLUMBING SERVICE-COTTONWOOD GOLF CTR	
		06/06/2016	032916	PLUMBING SERVICE-EMPLOYMENT RESOURCE CTR	
		06/06/2016	051016	PLUMBING SERVICE-EMPLOYMENT RESOURCE CTR	
	228699	06/13/2016	021116	PLUMBING REPAIRS-EMPLOYMENT RESOURCE CTR	\$1,025.00
		06/13/2016	050116	PLUMBING REPAIRS-CITY HALL (2ND FLR)	
Remit to: MORENO VALLEY, CA					FYTD: \$28,083.00
MONTGOMERY, BRIDGETTE	17854	06/13/2016	5/18/16	MILEAGE REIMBURSEMENT-NEW WORLD USER GROUP MEETING-CHINO HILLS, CA	\$32.94
Remit to: YUCAIPA, CA					FYTD: \$2,312.92
MOORE FENCE COMPANY	17794	06/06/2016	15-4913	FENCING INSTALLATION-REPLACED DAMAGED FENCE AT LASSELLE ST.	\$7,541.52
Remit to: PERRIS, CA					FYTD: \$18,169.18
MORENO VALLEY CHAMBER OF COMMERCE	228835	06/27/2016	5209	WAKE-UP MEETING ATTENDANCE-5/25/16	\$120.00
Remit to: MORENO VALLEY, CA					FYTD: \$12,210.00

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MORENO VALLEY CITY EMPLOYEES ASSOCIATION	17823	06/10/2016	2016-00000406	8710 - MVCEA EMPLOYEE DUES	\$1,220.50
	17929	06/24/2016	2016-00000420	8710 - MVCEA EMPLOYEE DUES	\$1,231.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$31,866.00
MORENO VALLEY FURNITURE, INC	228735	06/13/2016	BL#28040-YR2016	REFUND OF OVERPAYMENT FOR BL#28040	\$66.33
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$66.33
MORENO VALLEY MANAGEMENT ASSOCIATION	17855	06/13/2016	2016-00000399	8705 - MVMA EMPLOYEE DUES	\$511.00
	17952	06/27/2016	2016-00000412	8705 - MVMA EMPLOYEE DUES	\$504.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$16,337.00
MORENO VALLEY RANCH WEST VILLAGE COMMUNITY ASSOCIATION	228736	06/13/2016	1360595	REFUND FOR SPECIAL EVENT DEPOSIT-PERMIT#29988	\$75.00
Remit to: MURRIETA, CA					<b>FYTD:</b> \$75.00
MORENO VALLEY UNIFIED SCHOOL DISTRICT	228763	06/20/2016	141679	FACILITY CHARGE-FINANCIAL LITERARY WORKSHOP AT BADGER SPRINGS MIDDLE SCHOOL 3/14/16	\$156.00
	228764	06/20/2016	PO 605917	REFUND DEPOSIT FOR MOBILE STAGE RENTAL-MARCH MOUNTAIN HIGH SCHOOL GRADUATION-6/8/16	\$100.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$21,771.27
MORENO VALLEY UTILITY	228765	06/20/2016	7013411-01/MAY16	ELECTRICITY-UTILITY FIELD OFFICE	\$84.35
Remit to: HEMET, CA					<b>FYTD:</b> \$973,495.81
MUNICIPAL EQUIPMENT MAINTENANCE ASSOC	228637	06/06/2016	YR 2016	ANNUAL MEMBERSHIP DUES	\$275.00
Remit to: BEVERLY HILLS, CA					<b>FYTD:</b> \$275.00

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MUNICIPAL HOUSING SOLUTIONS	17856	06/13/2016	MHS-09(a)	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$2,385.00
Remit to: AZUSA, CA					<u>FYTD:</u> \$53,677.00
MUNZ, DON	228668	06/06/2016	MVU-7011144-05	SOLAR INCENTIVE REBATE	\$5,163.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,163.00
MURPHY, MARTIN D	228723	06/13/2016	301	CONCERT PERFORMANCE FOR 6/17/16 (GLACIER BLUE BAND)	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MUSIC CHANGING LIVES	17796	06/06/2016	MAY-2016	INSTRUCTOR SERVICES-COMIC BOOK CREATION/DRAWING FOR KIDS CLASSES	\$246.00
	17953	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS	\$252.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,109.00
NAMEKATA, DOUGLAS	228766	06/20/2016	MAY-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$374.40
	228836	06/27/2016	JUN-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$455.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,935.20
NAMEKATA, JAMES	228638	06/06/2016	MAY-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$374.40
	228837	06/27/2016	JUN-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$455.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,935.20
NATIONWIDE RETIREMENT SOLUTIONS CP	17824	06/10/2016	2016-00000407	8020 - DEFERRED COMPENSATION PST	\$3,865.66
	17826	06/10/2016	2016-00000409	8010 - DEFERRED COMPENSATION 457	\$24,960.03
	17930	06/24/2016	2016-00000421	8020 - DEFERRED COMPENSATION PST	\$4,633.84
	17932	06/24/2016	2016-00000423	8010 - DEFERRED COMPENSATION 457	\$24,635.03
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$861,905.05

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NAVARRO, JOSE	228737	06/13/2016	1366474	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
NBS GOVERNMENT FINANCE GROUP	17797	06/06/2016	51600086	2015 COMPREHENSIVE USER FEE STUDY	\$2,670.00
Remit to: TEMECULA, CA					FYTD: \$13,510.00
NEDROW, ZIKA	228872	06/27/2016	R16-097183	ANIMAL SHELTER REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: PERRIS, CA					FYTD: \$95.00
NEIGHBORHOOD WORKS, INC.	228814	06/20/2016	JULY 2016 EVENT	SPONSOR-SUMMER NIGHTS PROGRAM (COUNCIL MEMBER JEMPSON)	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
NEW HORIZON MOBILE HOME PARK	17954	06/27/2016	MARCH2016	UTILITY USERS TAX REFUND	\$15.46
		06/27/2016	MAY 2016	UTILITY USERS TAX REFUND	
		06/27/2016	APR 2016	UTILITY USERS TAX REFUND	
Remit to: LOS ANGELES, CA					FYTD: \$77.25
NEW IMAGE COMMERCIAL FLOORING	228701	06/13/2016	14343	NEW CARPET FLOORING AT RED MAPLE	\$6,650.86
		06/13/2016	14342	NEW VCT/VINYL FLOORING AT RED MAPLE	
	228838	06/27/2016	14358	INSTALL NEW FLOORING AT EMPLOYMENT RESOURCE CTR.	\$16,209.90
Remit to: SAN BERNARDINO, CA					FYTD: \$31,518.38
NEXTECH SYSTEMS INC.	228702	06/13/2016	NEX16-73	RAPID FLASHING BEACON	\$8,315.18
Remit to: IRVINE, CA					FYTD: \$16,387.78

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
NOLLAR, JANICE	228786	06/20/2016	6/26-6/29/16	TRAVEL PER DIEM & MILEAGE-2016 ESRI USER CONFERENCE	\$291.04
Remit to: REDLANDS, CA					FYTD: \$968.61
NUTTING, KRISTA	228805	06/20/2016	R16-095351	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$7.00
Remit to: MORENO VALLEY, CA					FYTD: \$7.00
OBY INTERNATIONAL AFRICIAN/CARIBBEAN STORE	228873	06/27/2016	BL#16098-YR2016	REFUND OF OVERPAYMENT FOR BL#16098	\$110.18
Remit to: MORENO VALLEY, CA					FYTD: \$110.18
OCEJO, SAMANTHA MARIE	228669	06/06/2016	CK#4215 3/20/12	REISSUE UNCLAIMED CHECK-RE: UTILITY REFUND	\$83.30
Remit to: MORENO VALLEY, CA					FYTD: \$83.30
OLKO, JEANNETTE	228724	06/13/2016	4/9-4/12/16	TRAVEL REIMBURSEMENT FOR LODGING, TRANSPORTATION & PARKING-CMUA ANNUAL CONFERENCE	\$861.49
Remit to: BEAUMONT, CA					FYTD: \$861.49
OMNI-MEANS, LTD.	228767	06/20/2016	36453	SUNNYMEAD BLVD. & STATE ROUTE 60-DESIGN SERVICES	\$14,990.00
Remit to: ROSEVILLE, CA					FYTD: \$35,019.30
OVERLAND PACIFIC & CUTLER, INC.	17914	06/20/2016	1605078	APPRAISAL SERVICES-APN 487-370-015 (YMCA)	\$4,600.00
Remit to: LONG BEACH, CA					FYTD: \$42,113.75
PACIFIC ALARM SERVICE, INC	17798	06/06/2016	R120945	BURGLAR ALARM SYSTEM RENT/SERVICE/MONITORING-MVU SUBSTATION-JUN16	\$244.00
Remit to: BEAUMONT, CA					FYTD: \$2,928.00

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PADILLA , ELIZABETH	228670	06/06/2016	R16-095519	ANIMAL SHELTER REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
PAINTING BY ZEB BODE	17799	06/06/2016	06012016	PAINTING OF WALLS-EMPLOYMENT RESOURCE CTR. CONFERENCE ROOM	\$4,500.00
	17857	06/13/2016	06082016	REFINISH BULKHEAD/PAINT DOOR AND WINDOW FRAMES-SENIOR CTR.	\$1,050.00
Remit to: NORCO, CA					<u>FYTD:</u> \$83,939.00
PEDLEY SQUARE VETERINARY CLINIC	17915	06/20/2016	APR-2016	VETERINARY SERVICES FOR ANIMAL SHELTER	\$10,152.84
	17955	06/27/2016	MAY-2016	VETERINARY SERVICES FOR ANIMAL SHELTER	\$15,862.51
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$151,471.08
PERKINS, CHANDRA	228806	06/20/2016	1364497	REFUND CANCELLED YOUTH BASKETBALL	\$70.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.00
PERRY REALTY GROUP	228671	06/06/2016	1362748	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
PERS LONG TERM CARE PROGRAM	228703	06/13/2016	2016-00000400	4720 - PERS LONG TERM CARE	\$460.33
	228839	06/27/2016	2016-00000413	4720 - PERS LONG TERM CARE	\$460.33
Remit to: PASADENA, CA					<u>FYTD:</u> \$11,968.58

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PERS RETIREMENT	17827	06/03/2016	P160506a	PERS RETIREMENT - CLASSIC FINAL	\$6,787.44
	17828	06/03/2016	P160506b	PERS RETIREMENT - PEPRRA FINAL	\$5,941.17
	17830	06/03/2016	P160520P	PERS RETIREMENT DEPOSIT - PEPRRA	\$23,969.68
	17881	06/17/2016	P160520a	PERS RETIREMENT - CLASSIC FINAL	\$6,905.75
	17882	06/17/2016	P160520b	PERS RETIREMENT - PEPRRA FINAL	\$5,749.30
	17884	06/17/2016	P160603P	PERS RETIREMENT DEPOSIT - PEPRRA	\$24,041.25
	17971	06/30/2016	P160603a	PERS RETIREMENT - CLASSIC FINAL	\$6,706.06
	17972	06/30/2016	P160603b	PERS RETIREMENT - PEPRRA FINAL	\$5,908.97
	17973	06/29/2016	P160617P	PERS RETIREMENT DEPOSIT - PEPRRA	\$24,077.08
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$7,007,301.48
PETTY CASH - FINANCE	228725	06/13/2016	MAY 2016	PETTY CASH FUND REPLENISHMENT	\$744.49
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$7,623.35
PETTY CASH -PARKS & RECREATION	228856	06/27/2016	JULY 4, 2016	START UP CHANGE FOR JULY 4, 2016 EVENT	\$5,000.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$5,000.00
PGI - PACIFIC GRAPHICS, INC	17859	06/13/2016	35417	ZONE 04 OUTREACH POSTCARD	\$447.07
	17956	06/27/2016	35570	PRINTING/MAILING OF CSD PUBLIC HEARING NOTICE	\$2,825.90
Remit to: INDUSTRY, CA					<b>FYTD:</b> \$12,885.48
PIPER, MATTHEW	228840	06/27/2016	SPRING 2016	TUITION REIMBURSEMENT	\$520.45
Remit to: MURRIETA, CA					<b>FYTD:</b> \$1,273.64
PLACEWORKS, INC	228841	06/27/2016	59378	LOGISTIC CTR. ENVIRONMENTAL IMPACT REPORT (EIR) PEER REVIEW-MAY16	\$367.20
Remit to: SANTA ANA, CA					<b>FYTD:</b> \$27,625.55

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PLOTKIN, BERTHA	228874	06/27/2016	1371274	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
PRICE, GEORGE E.	17916	06/20/2016	6/2/16 REIMB.	REIMBURSE HOTEL COST WHILE ATTENDING LEAGUE OF CALIFORNIA CITIES MEETING	\$129.49
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$325.49
PROACTIVE ENGINEERING CONSULTANTS, INC.	17860	06/13/2016	101	NASON STREET IMPROVEMENTS-DESIGN SERVICES	\$20,850.00
		06/13/2016	102	NASON STREET IMPROVEMENTS-DESIGN SERVICES	
Remit to: CORONA, CA					<u>FYTD:</u> \$116,372.80

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PRUDENTIAL OVERALL SUPPLY	17800	06/06/2016	22246267	UNIFORM RENTAL & LAUNDERING SERVICE-STREET SWEEPING STAFF	\$327.55
		06/06/2016	22242761	UNIFORM RENTAL & LAUNDERING SERVICE-CONCRETE MAINT. STAFF	
		06/06/2016	22242762	UNIFORM RENTAL & LAUNDERING SERVICE-GRAFFITI REMOVAL STAFF	
		06/06/2016	22246271	UNIFORM RENTAL & LAUNDERING SERVICE-TREE MAINT. STAFF	
		06/06/2016	22246261	UNIFORM RENTAL & LAUNDERING SERVICE-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/06/2016	22246268	UNIFORM RENTAL & LAUNDERING SERVICE-CONCRETE MAINT. STAFF	
		06/06/2016	22242754	UNIFORM RENTAL & LAUNDERING SERVICE-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/06/2016	22242764	UNIFORM RENTAL & LAUNDERING SERVICE-TREE MAINT. STAFF	
		06/06/2016	22246269	UNIFORM RENTAL & LAUNDERING SERVICE-GRAFFITI REMOVAL STAFF	
		06/06/2016	22242760	UNIFORM RENTAL & LAUNDERING SERVICE-STREET SWEEPING STAFF	
		06/06/2016	22242755	UNIFORM RENTAL & LAUNDERING SERVICE-STREET MAINT. STAFF	
		06/06/2016	22246262	UNIFORM RENTAL & LAUNDERING SERVICE-STREET MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	17861	06/13/2016	22253347	UNIFORM RENTAL & LAUNDERING SERVICE-STREET SWEEPING STAFF	\$944.33
		06/13/2016	22243340	UNIFORM RENTAL & LAUNDERING SERVICE-FACILITIES MAINT. STAFF	
		06/13/2016	22249594	UNIFORM RENTAL & LAUNDERING SERVICE-CONCRETE MAINT. STAFF	
		06/13/2016	22242756	UNIFORM RENTAL & LAUNDERING SERVICE-SIGNS & STRIPING STAFF	
		06/13/2016	22246263	UNIFORM RENTAL & LAUNDERING SERVICE-SIGNS & STRIPING STAFF	
		06/13/2016	22249586	UNIFORM RENTAL & LAUNDERING SERVICE-PURCHASING DIV. STAFF	
		06/13/2016	22246265	UNIFORM RENTAL & LAUNDERING SERVICE-GOLF COURSE STAFF	
		06/13/2016	22249593	UNIFORM RENTAL & LAUNDERING SERVICE-STREET SWEEPING STAFF	
		06/13/2016	22249595	UNIFORM RENTAL & LAUNDERING SERVICE-GRAFFITI REMOVAL STAFF	
		06/13/2016	22249596	UNIFORM RENTAL & LAUNDERING SERVICE-PARKS MAINT. STAFF	
		06/13/2016	22249587	UNIFORM RENTAL & LAUNDERING SERVICE-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/13/2016	22242753	UNIFORM RENTAL & LAUNDERING SERVICE-PURCHASING DIV. STAFF	
		06/13/2016	22246260	UNIFORM RENTAL & LAUNDERING SERVICE-PURCHASING DIV. STAFF	
		06/13/2016	22246266	UNIFORM RENTAL & LAUNDERING SERVICE-CFD #1 STAFF	
		06/13/2016	22253346	UNIFORM RENTAL & LAUNDERING SERVICE-CFD #1 STAFF	
		06/13/2016	22242759	UNIFORM RENTAL & LAUNDERING SERVICE-CFD #1 STAFF	
		06/13/2016	22249590	UNIFORM RENTAL & LAUNDERING SERVICE-TRAFFIC SIGNAL MAINT. STAFF	
		06/13/2016	22253344	UNIFORM RENTAL & LAUNDERING SERVICE-TRAFFIC SIGNAL MAINT. STAFF	
		06/13/2016	22250131	UNIFORM RENTAL & LAUNDERING SERVICE-FACILITIES MAINT. STAFF	
		06/13/2016	22249597	UNIFORM RENTAL & LAUNDERING SERVICE-TREE MAINT. STAFF	
		06/13/2016	22242758	UNIFORM RENTAL & LAUNDERING SERVICE-GOLF COURSE STAFF	
		06/13/2016	22242757	UNIFORM RENTAL & LAUNDERING SERVICE-TRAFFIC SIGNAL MAINT. STAFF	
		06/13/2016	22253341	UNIFORM RENTAL & LAUNDERING SERVICE-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/13/2016	22246854	UNIFORM RENTAL & LAUNDERING SERVICE-FACILITIES MAINT. STAFF	

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



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>
PRUDENTIAL OVERALL SUPPLY		06/13/2016	22249591	UNIFORM RENTAL & LAUNDERING SERVICE-GOLF COURSE STAFF	
		06/13/2016	22249588	UNIFORM RENTAL & LAUNDERING SERVICE-STREET MAINT. STAFF	
		06/13/2016	22246264	UNIFORM RENTAL & LAUNDERING SERVICE-TRAFFIC SIGNAL MAINT. STAFF	
		06/13/2016	22253340	UNIFORM RENTAL & LAUNDERING SERVICE-PURCHASING DIV. STAFF	
		06/13/2016	22239731	UNIFORM RENTAL & LAUNDERING SERVICE-FACILITIES MAINT. STAFF	
		06/13/2016	22253343	UNIFORM RENTAL & LAUNDERING SERVICE-SIGNS & STRIPING STAFF	
		06/13/2016	22253345	UNIFORM RENTAL & LAUNDERING SERVICE-GOLF COURSE STAFF	
		06/13/2016	22253927	UNIFORM RENTAL & LAUNDERING SERVICE-FACILITIES MAINT. STAFF	
		06/13/2016	22253351	UNIFORM RENTAL & LAUNDERING SERVICE-TREE MAINT. STAFF	
		06/13/2016	22253350	UNIFORM RENTAL & LAUNDERING SERVICE-PARKS MAINT. STAFF	
		06/13/2016	22253349	UNIFORM RENTAL & LAUNDERING SERVICE-GRAFFITI REMOVAL STAFF	
		06/13/2016	22253348	UNIFORM RENTAL & LAUNDERING SERVICE-CONCRETE MAINT. STAFF	
		06/13/2016	22249589	UNIFORM RENTAL & LAUNDERING SERVICE-SIGNS & STRIPING STAFF	
		06/13/2016	22253342	UNIFORM RENTAL & LAUNDERING SERVICE-STREET MAINT. STAFF	
		06/13/2016	22249592	UNIFORM RENTAL & LAUNDERING SERVICE-CFD #1 STAFF	
		06/13/2016	22257409	UNIFORM RENTAL & LAUNDERING SERVICE-FACILITIES MAINT. STAFF	
		06/13/2016	22246270	UNIFORM RENTAL & LAUNDERING SERVICE-PARKS MAINT. STAFF	
		06/13/2016	22242763	UNIFORM RENTAL & LAUNDERING SERVICE-PARKS MAINT. STAFF	
	17957	06/27/2016	22256838	UNIFORM RENTAL & LAUNDERING SERVICE-GRAFFITI REMOVAL STAFF	\$138.09
		06/27/2016	22256831	UNIFORM RENTAL & LAUNDERING SERVICE-STREET MAINT. STAFF	
		06/27/2016	22256837	UNIFORM RENTAL & LAUNDERING SERVICE-CONCRETE MAINT. STAFF	
		06/27/2016	22256836	UNIFORM RENTAL & LAUNDERING SERVICE-STREET SWEEPING STAFF	
		06/27/2016	22256840	UNIFORM RENTAL & LAUNDERING SERVICE-TREE MAINT. STAFF	
		06/27/2016	22256830	UNIFORM RENTAL & LAUNDERING SERVICE-VEHICLE/EQUIPMENT MAINT. STAFF	

Remit to: RIVERSIDE, CA

FYTD: \$10,798.50



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PRUITT, CHERYL	17958	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$117.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,563.60
PSOMAS	17801	06/06/2016	118130	ON CALL PROPERTY ACQUISITION - LEGALS & PLATS	\$3,920.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$84,624.26
PW ENHANCEMENT CENTER	17862	06/13/2016	2/FEB-2016	EMERGENCY SHELTER COMPONENT REIMBURSEMENTS	\$9,133.89
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15,975.74
QUALITY CODE PUBLISHING, LLC	17917	06/20/2016	2016-153	SUPPLEMENTAL SERVICE TO THE MV MUNICIPAL CODE	\$858.90
Remit to: SEATTLE, WA					<u>FYTD:</u> \$4,952.64
RAMOS, ROBERTO	17802	06/06/2016	MAY-2016	INSTRUCTOR SERVICES-SPANISH/KINDER KARATE/SELF DEFENSE/TAE KWON DO	\$1,474.90
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,343.30
RANCHO BELAGO COWBOYS FOOTBALL TEAM	228738	06/13/2016	06072016	SPONSOR-LOCAL YOUTH SPORTS PROGRAM	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
RANCHO BELAGO DANCE COMPANY	17959	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$320.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,362.00
RASMUSSEN , NICHOLAS	228672	06/06/2016	R16-098325	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00

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REGALADO, BLANCA E	17918	06/20/2016	MAY-2016	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$480.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$3,336.00
REPLANET, LLC	228739	06/13/2016	BL#30998-YR2016	REFUND OF OVERPAYMENT FOR BL#30998	\$326.79
Remit to: ONTARIO, CA					<b>FYTD:</b> \$326.79
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	17863	06/13/2016	11863618	LINENS RENTAL FOR CONFERENCE & REC. CTR. BALL ROOM	\$44.00
		06/13/2016	11858686	LINENS RENTAL FOR CONFERENCE & REC. CTR. BALL ROOM	
	17919	06/20/2016	11869471	LINENS RENTAL FOR CONFERENCE & REC. CTR. BALL ROOM	\$90.68
		06/20/2016	S551157	LINENS RENTAL FOR CONFERENCE & REC. CTR. SPECIAL EVENTS	
	17960	06/27/2016	S551163	LINENS RENTAL FOR CONFERENCE & REC. CTR. SPECIAL EVENTS	\$92.02
		06/27/2016	11873777	LINENS RENTAL FOR CONFERENCE & REC. CTR. BALL ROOM	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$2,345.27
RHA LANDSCAPE ARCHITECTS- PLANNERS	228704	06/13/2016	0516014	SHADOW MOUNTAIN PARK PLAYGROUND PROJECT-DESIGN SERVICES-MAY16	\$587.50
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$14,006.87
RICHARD HEATH AND ASSOCIATES	17803	06/06/2016	MV-15-8	ENERGY EFFICIENCY AUDIT (ARCO)	\$11,305.00
		06/06/2016	MV-16-2	ENERGY EFFICIENCY AUDIT (ARCO)	
		06/06/2016	MV-16-02A1	ENERGY EFFICIENCY AUDIT (INDUSTRIAL INCOME TRUST)	
	17961	06/27/2016	MV-1605	ENERGY EFFICIENCY AUDIT & CONSERVATION MEASURES-MAY16	\$19,241.64
Remit to: FRESNO, CA					<b>FYTD:</b> \$32,718.79

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RIGHTWAY SITE SERVICES, INC.	228705	06/13/2016	132367	PORTABLE RESTROOM RENTAL-EQUESTRIAN CTR.	\$591.70
		06/13/2016	132368	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL	
		06/13/2016	132366	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
	228842	06/27/2016	136485	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	\$591.70
		06/27/2016	136487	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL	
		06/27/2016	136486	PORTABLE RESTROOM RENTAL-EQUESTRIAN CTR.	
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$11,834.75
ITTER, AMY	228808	06/20/2016	R16-097815	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	228639	06/06/2016	HS0000005210	FRA-RABIES TESTING @ PUBLIC HEALTH LAB	\$50.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$677.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	228640	06/06/2016	9990170000-1604	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-APR16	\$18.20
	228843	06/27/2016	9990023000-1605	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-MAY16	\$22.75
		06/27/2016	9990170000-1605	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-MAY16	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$3,109.65
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	228706	06/13/2016	2016-00000401	1015 - GARNISHMENT - CREDITOR	\$400.11
	228844	06/27/2016	2016-00000414	1015 - GARNISHMENT - CREDITOR	\$272.48
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$12,816.08

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ROCK STRUCTURES CONSTRUCTION COMPANY,	228641	06/06/2016	11361	CRUSHED ROCK FOR EROSION CONTROL	\$1,143.67
Remit to: CORONA, CA					<u>FYTD:</u> \$5,274.64
ROMAN TINT, INC	228707	06/13/2016	1997	INSTALL (6) BLINDS AT FIRE STATION #2	\$1,080.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$10,740.00
ROSE, KEVIN	228740	06/13/2016	R16-098630	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
ROSENOW SPEVACEK GROUP (RSG, INC.)	228768	06/20/2016	I001513	AFFORDABLE MULTI-FAMILY RENTAL COMPLIANCE MONITORING SERVICES-MAY15	\$16,310.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$60,501.18
RUIZ, HENRY	228741	06/13/2016	MVU-7013511-02	SOLAR INCENTIVE REBATE	\$5,545.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,545.00
SANCHEZ, RAMIRO	228742	06/13/2016	R16-098580	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
SANDOVAL, MICHELLE	228875	06/27/2016	R16-099010	ANIMAL SHELTER REFUND-SPAY/NEUTER & RABIES DEPOSIT	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
SCHMUTTE, CURTIS	228876	06/27/2016	06142016	TRAVEL EXPENSES REIMBURSEMENT-RE: STUDY SESSION ON WATER ISSUES	\$274.31
Remit to: DAVIS, CA					<u>FYTD:</u> \$274.31
SCMAF - INLAND VALLEY	228708	06/13/2016	4527	TRAINING ENTRY FEES-MARKITA SMITH SPORTS MANAGEMENT	\$20.00
Remit to: EL MONTE, CA					<u>FYTD:</u> \$593.00

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SCOTT FAZEKAS & ASSOCIATES, INC	228642	06/06/2016	18786	PLAN CHECK SERVICES FOR BLDG. & SAFETY-MAR16	\$8,480.19
	228709	06/13/2016	18849	PLAN CHECK SERVICES FOR BLDG. & SAFETY-APR16	\$3,827.30
Remit to: IRVINE, CA					<b>FYTD:</b> \$81,317.25
SECTAN SECURITY, INC	228845	06/27/2016	16060755	ARMORED TRANSPORT SERVICES-JUN16	\$468.00
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$5,681.25
SECURITY LOCK & KEY	17864	06/13/2016	27769	LOCK REPAIRS-SKATE PARK	\$120.00
Remit to: YUCAIPA, CA					<b>FYTD:</b> \$5,408.25
SIATECH CHARTER SCHOOL	228673	06/06/2016	1362737 1362738	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT & OVERPAYMENT	\$527.00
Remit to: OCEANSIDE, CA					<b>FYTD:</b> \$527.00
SIGNS BY TOMORROW	228710	06/13/2016	17647	PUBLIC HEARING SIGN POSTINGS FOR CITY COUNCIL & PUBLIC MEETINGS	\$729.00
		06/13/2016	17589	PUBLIC HEARING SIGN POSTINGS FOR CITY COUNCIL & PUBLIC MEETINGS	
Remit to: MURRIETA, CA					<b>FYTD:</b> \$7,065.26
SKECHERS	228674	06/06/2016	MVU-7013669-02	PBI SOLAR INCENTIVE REBATE	\$6,811.35
Remit to: MANHATTAN BEACH, CA					<b>FYTD:</b> \$6,811.35
SKY PUBLISHING	17962	06/27/2016	16-4_085	1/2 PAGE ADVERTISEMENT-YOUR VILLA MAGAZINE-JUNE 17-19 ISSUE	\$425.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$55,518.45

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SKY TRAILS MOBILE VILLAGE	17963	06/27/2016	MAY 2016	USERS UTILITY TAX REFUND	\$26.97
		06/27/2016	MAR2016	USERS UTILITY TAX REFUND	
		06/27/2016	APR2016	USERS UTILITY TAX REFUND	
Remit to: LOS ANGELES, CA					FYTD: \$576.12
SO CAL SANDBAGS, INC	17804	06/06/2016	91516	FILLED GRAVEL BAGS FOR PUBLIC DISTRIBUTION	\$1,814.00
Remit to: CORONA, CA					FYTD: \$61,925.50
SOBREDO , ROCHELLE	228743	06/13/2016	R16-098678	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$32.00
Remit to: MORENO VALLEY, CA					FYTD: \$32.00
SOCO GROUP, INC	17964	06/27/2016	0286485-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$22,980.94
		06/27/2016	0283312-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/27/2016	0282458-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/27/2016	0281197-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/27/2016	0280487-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/27/2016	0279229-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/27/2016	0285901-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/27/2016	0284359-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
06/27/2016	0285165-IN	FUEL FOR CITY VEHICLES & EQUIPMENT			
Remit to: PERRIS, CA					FYTD: \$252,516.25

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SOLARCITY CORPORATION	228675	06/06/2016	B1502102-9257475	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228676	06/06/2016	B1502103-9257475	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$146.32
	228809	06/20/2016	B1401696-9253004	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228877	06/27/2016	B1401837(LANDIN)	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228878	06/27/2016	B1403064-9254509	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228879	06/27/2016	B1403373-9254383	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228880	06/27/2016	B1500128-9254781	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228881	06/27/2016	B1500129-9254781	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$146.32
	228882	06/27/2016	B1501732-9257113	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228883	06/27/2016	B1501755-9257083	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228884	06/27/2016	B1502702-9258168	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228885	06/27/2016	B1401426	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228886	06/27/2016	B1500235-9254894	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228887	06/27/2016	B1500236-9254894	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$146.32
	228888	06/27/2016	B1500832-9255734	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228889	06/27/2016	B1501348-9256345	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228890	06/27/2016	B1501349-9256345	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$146.32
	228891	06/27/2016	B1501751-9256815	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
	228892	06/27/2016	B1501752-9256815	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$146.32
	228893	06/27/2016	B1501950-9257379	REFUND 80% PERMIT FEES-PROJECT CANCELLED	\$133.76
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$133.76
SOSA, HUGO	17965	06/27/2016	JUN-2016	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$324.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$3,351.12

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	228711	06/13/2016	2963533	ANNUAL OPERATING FEES-CITY YARD FUEL DISPENSING SYSTEM	\$229.26
		06/13/2016	2964743	ANNUAL EMISSIONS FEES-CITY YARD FUEL DISPENSING SYSTEM	
	228769	06/20/2016	2533102(a)	LATE PAYMENT PENALTY-ANIMAL SHELTER	\$5.78
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$5,265.63
SOUTHCOAST HEATING & AIR CONDITIONING	228712	06/13/2016	914564	AIR CONDITIONING UNIT #2 REPAIR-CITY HALL	\$1,072.00
Remit to: VISTA, CA					<u>FYTD:</u> \$1,072.00
SOUTHERN CALIFORNIA EDISON 1	228643	06/06/2016	MAY-16 6/6/16	ELECTRICITY CHARGES	\$3,269.26
		06/06/2016	APR-16 6/6/16	ELECTRICITY CHARGES	
	228713	06/13/2016	MAY-16 6/13/16	ELECTRICITY CHARGES	\$22,137.74
		06/13/2016	587-9520/MAY-16	ELECTRICITY-FERC CHARGES/MVU	
		06/13/2016	721-3449/MAY-16	IFA CHARGES-SUBSTATION	
	228846	06/27/2016	JUN-16 6/27/16	ELECTRICITY CHARGES	\$24,282.08
		06/27/2016	MAY-16 6/27/16	ELECTRICITY CHARGES	
	228847	06/27/2016	7500654077	BALANCE-UNDERGROUND ELECTRIC LINE EXTENSION PROJECT-12202 MORENO BEACH	\$78.39
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$3,152,001.31
SOUTHERN CALIFORNIA GAS CO.	228771	06/20/2016	03944468960 5/26	GAS CHARGES FOR NEW CITY YARD BLDG.	\$4,679.72
		06/20/2016	MAY-2016	GAS CHARGES	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$109,743.27
SPARKLETTS	17866	06/13/2016	10050036 050216	BOTTLED WATER SERVICE/COOLER RENTAL FOR EOC/ERF	\$29.10
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,525.18

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SPRINT	17867	06/13/2016	634235346-069	CELLULAR PHONE SERVICE-POLICE SET UNIT	\$57.82
Remit to: CAROL STREAM, IL					<b>FYTD:</b> \$931.86
STANDARD INSURANCE CO	17805	06/06/2016	160601a	LIFE & DISABILITY INSURANCE	\$22,740.28
	228714	06/13/2016	160601	SUPPLEMENTAL INSURANCE	\$1,116.19
Remit to: PORTLAND, OR					<b>FYTD:</b> \$321,099.86
STATE BOARD OF EQUALIZATION 1	17969	06/23/2016	061516	SALES & USE TAX REPORT FOR MAY 1-JUNE 15, 2016	\$2,837.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$30,456.32
STATE COMPENSATION INSURANCE FUND	228894	06/27/2016	1371295	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT	\$500.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$500.00
STATE DISBURSEMENT UNIT	17825	06/10/2016	2016-00000408	1005 - GARNISHMENT - CHILD SUPPORT	\$3,840.68
	17931	06/24/2016	2016-00000422	1005 - GARNISHMENT - CHILD SUPPORT	\$3,840.68
Remit to: WEST SACRAMENTO, CA					<b>FYTD:</b> \$87,154.29
STATE OF CALIFORNIA DEPT. OF JUSTICE	228772	06/20/2016	172634	BLOOD ALCOHOL ANALYSIS SERVICES FOR POLICE-MAY 2016	\$2,571.00
		06/20/2016	168167	LIVE SCAN FINGERPRINTING APPS FOR POLICE-MAY 2016	
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$40,701.00
STATEWIDE TRAFFIC SAFETY AND SIGNS, INC	17806	06/06/2016	13000734	WANCO TRUCK MOUNTED MATRIX MESSAGE BOARD	\$10,884.42
	17868	06/13/2016	13000738	PURCHASE MINI FULL MATRIX MESSAGE BOARD	\$16,644.72
Remit to: PASADENA, CA					<b>FYTD:</b> \$27,529.14

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)





**City of Moreno Valley**  
**Payment Register**  
 For Period 6/1/2016 through 6/30/2016

**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>
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	17807	06/06/2016	05032016	WLC STRATEGIC CONSULTANT SERVICES (JOSEPH PERKINS)	\$6,300.00
		06/06/2016	05272016	WLC STRATEGIC CONSULTANT SERVICES (JOSEPH PERKINS)	
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$291,666.75
STILES ANIMAL REMOVAL, INC.	228773	06/20/2016	103437	DECEASED LARGE ANIMAL REMOVAL SERVICE	\$300.00
		06/20/2016	105602	DECEASED LARGE ANIMAL REMOVAL SERVICE	
Remit to: GUAСТИ, CA					<u>FYTD:</u> \$2,400.00
STIREWALT, DAWN	228677	06/06/2016	R16-097685	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
STRADLING, YOCCA, CARLSON & RAUTH	17808	06/06/2016	302909-0031	LEGAL SERVICES-HOUSING & BOULDER RIDGE MATTERS	\$6,299.15
		06/06/2016	308529-0002	LEGAL SERVICES-DAY & ALESSANDRO MATTERS	
		06/06/2016	303854-0031(a)	LEGAL SERVICES-BOULDER RIDGE MATTERS	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$112,349.27
STUDIO 33 PRODUCTIONS	228906	06/30/2016	825	SOUND PRODUCTION FOR JULY 4, 2016 EVENT	\$14,435.00
Remit to: COLTON, CA					<u>FYTD:</u> \$14,435.00
SUNNYMEAD ACE HARDWARE	228715 228774	06/13/2016	66878	MISC. SUPPLIES FOR POLICE STATION	\$2.15
		06/20/2016	66905	MISC. SUPPLIES FOR FIRE STATION #48	\$38.85
		06/20/2016	66583	MISC. SUPPLIES FOR FIRE STATION #48	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,368.91
SUNNYMEAD ANIMAL HOSPITAL	228716	06/13/2016	295992	VETERINARY SERVICES FOR PATROL K-9 OZZI	\$19.87
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$275.35

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



**City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016**

**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>
SUNNYMEAD VETERINARY CLINIC	228644	06/06/2016	323755	VETERINARY SERVICES-ANIMAL SHELTER	\$231.00
		06/06/2016	323060	VETERINARY SERVICES-ANIMAL SHELTER	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,985.50
TALBOT, RAYMOND	228744	06/13/2016	R16-098541	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$53.00
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	17966	06/27/2016	2016-00000415	4511 - FSA - MEDICAL CARE REIMBURSEMENT	\$4,650.49
Remit to: TEMECULA, CA					<u>FYTD:</u> \$625,939.05
THE BAND FRESH	228907	06/30/2016	801	BAND PERFORMANCE FOR JULY 4, 2016 EVENT	\$1,500.00
Remit to: ALHAMBRA, CA					<u>FYTD:</u> \$2,500.00
THERMAL COMBUSTION INNOVATORS	228849	06/27/2016	159335	HAZARDOUS MATERIAL PICK-UP SERVICES-MAY16	\$116.69
Remit to: COLTON, CA					<u>FYTD:</u> \$1,076.23
THERMAL-COOL INC.	228645	06/06/2016	WO-9156	REPLACED HVAC VALVE-FIRE MARSHALL OFFICE	\$135.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$83,698.32
THOMPSON COBURN LLP	17809	06/06/2016	3167177	LEGAL SERVICES-MVU RELIABILITY STANDARD COMPLIANCE-APR16	\$8.04
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$10,900.16
THOMPSON, GLENDIA	228810	06/20/2016	1364511	REFUND CANCELLED YOUTH BASKETBALL	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.00

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 6/1/2016 through 6/30/2016

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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>
THOMSON REUTERS-WEST PUBLISHING CORP.	228850	06/27/2016	834122180	AUTO TRACK SERVICES FOR POLICE INVESTIGATIONS-MAY16	\$904.78
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$15,628.50
TIME FOR CHANGE FOUNDATION	228776	06/20/2016	7/APR-2016	CDBG REIMBURSEMENT-COMMUNITY HOMELESS SOLUTIONS PROGRAM	\$1,554.74
		06/20/2016	8/MAY-2016	CDBG REIMBURSEMENT-COMMUNITY HOMELESS SOLUTIONS PROGRAM	
		06/20/2016	6/MAR-2016	CDBG REIMBURSEMENT-COMMUNITY HOMELESS SOLUTIONS PROGRAM	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$10,012.13
TITIZIAN, LIA	228895	06/27/2016	R16-098959	ANIMAL SHELTER REFUND-ADOPTION,DEPOSITS,VACCINATIONS,CHIP	\$145.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$145.00
T-MOBILE USA	228717	06/13/2016	9266034234	GPS LOCATE SERVICES 5/5-5/11/16	\$700.00
	228848	06/27/2016	9267148415	GPS LOCATE SERVICES 5/25-5/26/16	\$200.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$1,000.00
TOTALPLAN BUSINESS INTERIORS, INC	228777	06/20/2016	078584	TASK CHAIRS (2) FOR FIRE STATION #58	\$820.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,620.00
TRICHE, TARA	17921	06/20/2016	JUN-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,554.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$22,899.00
TRINITY BAPTIST	228896	06/27/2016	1371251	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$116.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$116.00

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



**City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016**

**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>
TTG ENGINEERS	228646	06/06/2016	108269	CONSULTING SERVICES-HVAC EQUIPMENT REPLACEMENT-CITY HALL DATA CTR.	\$13,000.00
		06/06/2016	106111	CONSULTING SERVICES-HVAC EQUIPMENT REPLACEMENT-CITY HALL DATA CTR.	
Remit to: PASADENA, CA					<u>FYTD:</u> \$34,111.20
TUKES, JOSHUA	17810	06/06/2016	MAY-2016	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$52.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,351.20
U.S. HEALTHWORKS MEDICAL GROUP	17870	06/13/2016	2914807-CA	PRE-EMPLOYMENT PHYSICAL EXAM/DRUG SCREENING	\$165.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$11,139.26
ULTRASERV AUTOMATED SERVICES, LLC	228718	06/13/2016	3590:037146	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	\$608.28
		06/13/2016	3590:037874	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		06/13/2016	3590:037876	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$30,721.02
UNDERGROUND SERVICE ALERT	17923	06/20/2016	520160460(a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY16	\$229.50
		06/20/2016	520160460(d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY16	
		06/20/2016	520160460(c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY16	
		06/20/2016	520160460(b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY16	
Remit to: CORONA, CA					<u>FYTD:</u> \$3,663.00
UNION BANK OF CALIFORNIA 1	228851	06/27/2016	984302	INVESTMENT CUSTODIAL SERVICES-MAY16	\$364.67
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$6,320.39

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
UNITED ROTARY BRUSH CORP	17812	06/06/2016	290544	STREET SWEEPER BROOM KITS/RECONDITIONING	\$2,165.01
		06/06/2016	290464	STREET SWEEPER BROOM KITS/RECONDITIONING	
	17871	06/13/2016	290636	STREET SWEEPER BROOM KITS/RECONDITIONING	\$331.72
Remit to: KANSAS CITY, MO					<b>FYTD:</b> \$41,939.77
UNITED SITE SERVICES OF CA, INC.	17813	06/06/2016	114-4024244	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
	17814	06/06/2016	114-3200092	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: EL MONTE, CA					<b>FYTD:</b> \$7,489.26
UNITED STATES VETERANS INITIATIVE	228778	06/20/2016	2/OCT-DEC 2015	CDBG REIMBURSEMENT-U.S. VETS FOOD PROGRAM	\$15,000.00
		06/20/2016	1/JUL-SEPT 2015	CDBG REIMBURSEMENT-U.S. VETS FOOD PROGRAM	
Remit to: MARCH AIR RESERVE BASE, CA					<b>FYTD:</b> \$16,607.03
UNIVERSAL EQUIPMENT GROUP/RED VELVET CAFE	228811	06/20/2016	6/25/16 EVENT	JAVA FOR JEFF EVENT AT RED VELVET CAFE & DELI	\$60.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$60.00
UNIVERSAL WASTE DISPOSAL CO/LIGHTS OUT DISPOSAL CO	228779	06/20/2016	17073	HAZARDOUS WASTE DISPOSAL SERVICE	\$2,832.66
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$2,832.66
USA MOBILITY/ARCH WIRELESS	17872	06/13/2016	Z6218870F	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF	\$4.69
Remit to: SPRINGFIELD, VA					<b>FYTD:</b> \$52.44

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



**City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016**

**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 TERMITE & PEST ELIMINATION COMPANY	17967	06/27/2016	65567	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	\$1,065.00
		06/27/2016	65576	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		06/27/2016	65279	PEST CONTROL SERVICE-FIRE STATION #6	
		06/27/2016	65758	PEST CONTROL SERVICE-FIRE STATION #58	
		06/27/2016	65573	PEST CONTROL SERVICE-ANNEX 1	
		06/27/2016	65563	PEST CONTROL SERVICE-COTTONWOOD GOLF CTR.	
		06/27/2016	65562	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		06/27/2016	65281	PEST CONTROL SERVICE-LIBRARY	
		06/27/2016	65284	PEST CONTROL SERVICE-FIRE STATION #91	
		06/27/2016	65577	PEST CONTROL SERVICE-TRANSP. TRAILER	
		06/27/2016	65564	PEST CONTROL SERVICE-CITY YARD	
		06/27/2016	65278	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		06/27/2016	65276	PEST CONTROL SERVICE-FIRE STATION #99	
		06/27/2016	65568	PEST CONTROL SERVICE-CITY HALL	
		06/27/2016	65575	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		06/27/2016	65574	PEST CONTROL SERVICE-ANIMAL SHELTER	
		06/27/2016	65282	PEST CONTROL SERVICE-SENIOR CTR.	
		06/27/2016	65275	PEST CONTROL SERVICE-FIRE STATION #48	
		06/27/2016	65569	PEST CONTROL SERVICE-EMERGENCY OP'S CTR.	
		06/27/2016	65283	PEST CONTROL SERVICE-FIRE STATION #2	
	06/27/2016	65280	PEST CONTROL SERVICE-UTILITY FIELD OFFICE		
Remit to: MORENO VALLEY, CA					<b>FYTD: \$28,807.50</b>
VAL VERDE UNIFIED SCHOOL DISTRICT	228780	06/20/2016	Q8209	TEAM APPAREL FOR SPORTS PROGRAM-SUMMER YOUTH BASKETBALL	\$432.00
Remit to: PERRIS, CA					<b>FYTD: \$13,710.50</b>

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**City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016**

**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>
VALENZUELA , JOSE	228678	06/06/2016	R16-097974	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSITS	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
VALLEJO, JENNIFER	228812	06/20/2016	R16-098224	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$75.00
VALLEY CITIES GONZALES FENCE CO	17873	06/13/2016	5550	FENCE/BOLLARD INSTALLATION-TURNBERRY ST./HAMMETT CT.	\$5,964.00
Remit to: NORCO, CA					<u>FYTD:</u> \$140,434.00
VASQUEZ & COMPANY LLP	17874	06/13/2016 06/13/2016	2160457-IN 2160442-IN	CONSULTANT SERVICES AUDIT SERVICES (INTERIM)-CITY FINANCIAL STATEMENTS FY 15/16	\$17,500.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$93,444.00
VERIZON WIRELESS	228852	06/27/2016	9766899731	CELLULAR SERVICE FOR POLICE TRAFFIC TICKET WRITERS	\$99.90
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,735.83
VIEVU	17875	06/13/2016	16584	BODY WORN VIDEO CAMERAS (3)	\$664.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$898.00
VISION SERVICE PLAN	17876	06/13/2016	160601	EMPLOYEE VISION INSURANCE	\$4,054.26
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$48,141.04
VISTA DEL LAGO HIGH SCHOOL	228679	06/06/2016	1363969	COTTONWOOD GOLF CTR. RENTAL REFUND CREDIT ON ACCOUNT	\$52.50
	228745	06/13/2016	1366471	TOWNGATE COMM. CTR. RENTAL REFUND CREDIT	\$21.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$52.50
VIVIGLO TECHNOLOGIES, INC.	228647	06/06/2016	160316	MOUNTING BRACKETS (7)-ANNEX BLDG. 1	\$168.48
Remit to: IRVINE, CA					<u>FYTD:</u> \$9,872.28

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VOYA INSURANCE AND ANNUITY COMPANY	228853	06/27/2016	2016-00000416	8792 - VOYA (FORMERLY ING) - EMPLOYEE	\$325.00
Remit to: DES MOINES, IA					FYTD: \$3,900.00
VOYAGER FLEET SYSTEM, INC.	17815	06/06/2016	869211615622	CNG FUEL PURCHASES	\$1,889.75
	17877	06/13/2016	869336602622	FUEL CARD CHARGES-POLICE TRAFFIC MOTORS	\$1,132.22
Remit to: HOUSTON, TX					FYTD: \$39,524.96
VULCAN MATERIALS CO, INC.	17816	06/06/2016	71137498	ASPHALTIC MATERIALS	\$1,913.14
		06/06/2016	71134886	ASPHALTIC MATERIALS	
		06/06/2016	71133123	ASPHALTIC MATERIALS	
		06/06/2016	71121572	ASPHALTIC MATERIALS	
		06/06/2016	71131048	ASPHALTIC MATERIALS	
		06/06/2016	71137499	ASPHALTIC MATERIALS	
		06/06/2016	71124037	ASPHALTIC MATERIALS	
		06/06/2016	71124036	ASPHALTIC MATERIALS	
		06/06/2016	71128382	ASPHALTIC MATERIALS	
		06/06/2016	71126289	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$44,380.90
WALCOTT, SUSAN	228897	06/27/2016	R16-096633	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
WALLACE, P MICHAEL	228719	06/13/2016	302	CONCERT PERFORMANCE FOR 6/24/16 (SMITH)	\$1,000.00
Remit to: LAKE FOREST, CA					FYTD: \$1,000.00

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)





City of Moreno Valley  
Payment Register  
For Period 6/1/2016 through 6/30/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WEST COAST ARBORISTS, INC.	17878	06/13/2016	114250	TREE TRIMMING/REMOVAL SERVICES FOR PARKS/CONTRACT AREAS	\$1,383.00
	17924	06/20/2016	115526	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 05	\$4,252.00
		06/20/2016	115525	TREE TRIMMING SERVICES-SD LMD ZN 02	
		06/20/2016	115252	TREE TRIMMING SERVICES-SD LMD ZN 08	
Remit to: ANAHEIM, CA					FYTD: \$166,639.00
WESTERN MUNICIPAL WATER DISTRICT	228854	06/27/2016	23821-018257/MY6	WATER CHARGES-MARCH FIELD PARK COMM. CTR. LANDSCAPE	\$2,490.40
		06/27/2016	23866-018292/MY6	WATER CHARGES-SKATE PARK	
		06/27/2016	23821-018258/MY6	WATER CHARGES-MARCH FIELD PARK COMM. CTR.-BLDG. 938	
		06/27/2016	24753-018620/MY6	WATER CHARGES-MARCH AIR RESERVE BASE BALLFIELDS	
Remit to: ARTESIA, CA					FYTD: \$25,595.64
WHOLESALE CAPITAL	228746	06/13/2016	RCT#433459	RETURN OF SECURITY DEPOSIT FOR MOBILE STAGE UNIT RENTAL-5/21/16	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
WILLDAN FINANCIAL SERVICES	17879	06/13/2016	010-31199	CONSULTING SERVICES-AMEND RMA/CFD NO. 7IA1 SALE OF BONDS	\$4,167.00
	17968	06/27/2016	010-31371	PREPARATION OF BOUNDARY MAPS FOR CFD CONVERSION	\$900.00
Remit to: TEMECULA, CA					FYTD: \$88,573.00
WILLIAMS, ANTWOIN	228813	06/20/2016	1364507	REFUND CANCELLED YOUTH BASKETBALL	\$49.00
Remit to: MORENO VALLEY, CA					FYTD: \$49.00
WOOD, JAMES	228747	06/13/2016	1364556	SPECIAL EVENT REFUND DEPOSIT	\$98.00
Remit to: CORONA, CA					FYTD: \$98.00

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



City of Moreno Valley  
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For Period 6/1/2016 through 6/30/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
XEROX CAPITAL SERVICES, LLC	17818	06/06/2016	084827284	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS-MAY16	\$895.71
		06/06/2016	084827285	COPIER LEASE FOR GRAPHICS-JUN16	
	17880	06/13/2016	084827286	COPIER LEASE FOR PARKS & COMM. SERVICES-MAY16	\$2,263.14
		06/13/2016	084908033	COPIER LEASE/BILLABLE PRINTS FOR PARKS & COMM. SERVICES-MAY16	
Remit to: PASADENA, CA					<b>FYTD:</b> \$33,273.23
XEROX FINANCIAL SERVICES LLC	17819	06/06/2016	541607	ECONOMIC DEV'T. DEPT. COLOR COPIER LEASE 5/15-6/14/16	\$784.62
Remit to: DALLAS, TX					<b>FYTD:</b> \$7,366.95
YRIGOYEN , DENISE	228680	06/06/2016	R16-095143	ANIMAL SHELTER REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$20.00
ZAFFIRO, LISA	228898	06/27/2016	R16-096181	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
ZIPPER, STEPHEN	228900	06/30/2016	802	BAND PERFORMANCE FOR JULY 4, 2016 EVENT	\$2,000.00
Remit to: WINNETKA, CA					<b>FYTD:</b> \$2,000.00
<b>TOTAL CHECKS UNDER \$25,000</b>					<b>\$1,249,584.13</b>
<b>GRAND TOTAL</b>					<b>\$18,358,972.21</b>

Attachment: June 2016 Payment Register (2160 : PAYMENT REGISTER - JUNE 2016)



## 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:** September 6, 2016

**TITLE:** RATIFICATION OF GRANT APPLICATIONS FOR CYCLE 8 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify submitted grant applications for Cycle 8 of the Highway Safety Improvement Program (HSIP).

### **SUMMARY**

This report requests ratification of staff's decision to submit grant funding applications for Cycle 8 of the Highway Safety Improvement Program (HSIP). HSIP is a federal-aid program for the purpose of reducing collisions on public roads.

### **DISCUSSION**

HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP). Projects will be prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison. Approximately \$150 million will be allocated under Cycle 8. The applications were submitted on Friday, August 12, 2016, which was the deadline established by Caltrans. HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP). Projects are prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison. Approximately \$150 million will be allocated under Cycle 8. The applications were submitted on Friday, August 12, 2016, which was the deadline established by Caltrans. With a compressed grant submission timeline and limited City Council meeting availability due to summer recess, this item could not be brought before the Council prior to submission.

The following projects were included:

1. Upgrade guardrail and guardrail end treatments to conform to current standards.
2. Upgrade existing marked crosswalks at unsignalized locations. This project would be focused primarily on school crossings. Upgrades may include high visibility markings, new signing, and flashing beacons.
3. Improvements to Lasselle Street from south city limit to Gentian Street to reduce run-off-the-road/fixed-object collisions.

Staff presented the HSIP Cycle 8 list of projects to the Traffic Safety Commission (TSC) at their regular meeting of July 6. The TSC unanimously approved their submission as presented. The Public Safety Subcommittee approved the projects at a special meeting held on August 11, and recommended the item to the City Council for consideration.

The current call for projects will fund certain types of projects (generally those that do not involve new pavement) at 100% (no local match required). All of the proposed projects qualify for 100% funding.

**ALTERNATIVES**

1. Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP) as shown. *Staff recommends this alternative, which will provide potential federal funding for the proposed improvements.*
2. Do not authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *Staff does not recommend this alternative, as it eliminates a potential outside funding source for eligible projects.*

**FISCAL IMPACT**

All three projects would be funded at 100% by the HSIP. All project phases (environmental clearance, design, construction, and construction engineering) are eligible for funding. The City would be required to use its own funds to complete the projects and then receive progress reimbursement as the project progresses.

Preliminary project budgets are as follows:

<b><u>Project</u></b>	<b><u>Federal Funds</u></b>	<b><u>Local Match</u></b>	<b><u>Total</u></b>
Guardrail upgrades	\$506,600	\$0	\$506,600
School crosswalk upgrades	250,000	0	250,000
Lasselle Street run-off-road mitigation	522,300	0	522,300
<b>Total:</b>	<b>\$1,278,900</b>	<b>\$0</b>	<b>\$1,278,900</b>

**NOTIFICATION**

Publication of agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
John Kerenyi, P.E.  
Senior 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/Transportation Division Manager

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/22/16 9:36 AM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 10:26 AM
City Manager Approval	<u>✓ Approved</u>	8/23/16 10:41 AM



## 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:** September 6, 2016

**TITLE:** AWARD TO SCOTT EQUIPMENT FOR THE REPLACEMENT PURCHASE OF ONE PARKS TRACTOR

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award to Scott Equipment, Fontana, CA, for the purchase of one 2016 New Holland Tractor, and
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Scott Equipment in the amount of \$71,190.36.
3. Authorize the City Manager to execute any subsequent related Purchase Order changes subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

### **SUMMARY**

This report recommends approval to purchase one replacement parks maintenance tractor for one existing 1991 John Deere model that is at the end of its useful life. This purchase is funded through Capital Equipment Replacement funds appropriated within the General Fund and was approved in the FY 2015/16 – 2016/17 Operating Budget by the City Council on June 23, 2015.

### **DISCUSSION**

The unit to be replaced is a park maintenance tractor, Model 1991 John Deere Tractor. It has exceeded its normal life cycle and is critical to parks maintenance operations and is in poor mechanical condition which would require expensive repairs due to years of heavy use. Replacement for this equipment is imperative to maintain park maintenance

services. The City Council approved an appropriation of \$2,547,650 for FY 2016/17 on June 23, 2015 for fleet replacement from account 1010-70-78-45370-660322. The City's fleet will remain at its current level; the one tractor being replaced will be retired and processed as surplus.

Per the Moreno Valley Municipal Code, Section 3.12.260, where it is advantageous for the City and to the extent consistent with state law, the City Manager may authorize the purchase of 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. 624 § 1.7, 2003; Ord. 587 § 2.1 (part), 2001).

Los Angeles County Department of Parks and Recreation – Purchase Order #PK-15321965-1, was competitively solicited and awarded to Scott Equipment for a new Holland brand tractor. Scott Equipment is a full service distributor of heavy and specialty equipment located in Southern California. The Bid process opened on October 15, 2014 and closed on October 29, 2014. Staff believes the Los Angeles County Department of Parks and Recreation bid provides the most competitive pricing and highest quality equipment to the City, thereby offering the best value.

### **ALTERNATIVES**

1. Award to Scott Equipment, Fontana, CA, for the purchase of one 2016 New Holland U80C Tractor, and authorize the Purchasing & Facilities Division Manager to issue a purchase order to Scott Equipment in the amount of \$71,190.36. **(Staff recommends this action as it is consistent with the best practice of replacing equipment that exceed their useful life to support a cost-effective fleet replacement/maintenance program and provide reliable equipment for City maintenance programs.)**
2. Do not award purchase order in the amount of \$71,190.36 to Scott Equipment for the purchase of one 2016 New Holland U80C Tractor and direct staff on alternative actions. **(Staff does not recommend this action as this may result in excessive maintenance costs to maintain the existing equipment, which have exceeded their normal life-cycle, and result in related potential down-time of the parks maintenance programs supported by these equipment.)**

### **FISCAL IMPACT**

The City Council approved an appropriation of \$2,547,650 for FY 2016/17 on June 23, 2015 for fleet replacement. These funds are in account 1010-70-78-45370-660322. No additional appropriation is required.

### **NOTIFICATION**

N/A



**PREPARATION OF STAFF REPORT**

Prepared By:  
Robert Lemon  
Maintenance & Operations Division Manager

Department Head Approval:  
Ahmad R. Ansari, P.E,  
Public Works Director, City Engineer

Concurred By:  
Gabriel Garcia  
Parks & Community Services Director

Concurred By  
Rix Skonberg  
Purchasing & Facilities Division Manager

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

1. LA County Dept of Parks & Rec Bid Request & Results
2. LA County Parks & Rec - Purchase Order - Scott Equipment
3. Scott Equipment Quote

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/12/16 8:57 AM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 10:25 AM
City Manager Approval	<u>✓ Approved</u>	8/23/16 10:40 AM


SOLICITATION: RFB-IS-15200316		REQ:		SCOTT EQUIP INC		SONSRAY MACHINERY		BRAGG INVESTMENT	
RQN-PK-15012895		114467		165165		61231			
BID CLOSE DATE: 10/29/14		NO		NO		NO		NO	
DEPARTMENT: Parks & Rec		SBA		SBA		SBA		SBA	
		Delivery:		Delivery:		Delivery:		Delivery:	
		180		180		180		0	
		Discount:		Discount:		Discount:		Discount:	
		0.00%		0.00%		0.00%		0.00%	
LINE NO.	LINE ITEM	QTY	Unit Price	Ext Amt	Unit Price	Ext Amt	Unit Price	Ext Amt	
1	TRACTOR - SKIP LOADER - TIER IV - DIESEL - SPECS	2	\$65,917.00	\$131,834.00	\$67,943.00	\$135,886.00	\$80,636.00	\$161,272.00	
2	CA TIRE RE CYCLING FEE	8	\$0.00	\$0.00	\$0.00	\$0.00	\$7.00	\$56.00	
BID PRICE				\$131,834.00		\$135,886.00		\$161,328.00	
Discount				\$0.00		\$0.00		\$0.00	
NET BID PRICE				\$131,834.00		\$135,886.00		\$161,328.00	
Small Business Preference Adjustment				\$0.00		\$0.00		\$0.00	
<b>ADJUSTED NET BID PRICE</b>				<b>\$131,834.00</b>		<b>\$135,886.00</b>		<b>\$161,328.00</b>	
Sales Tax				\$11,865.06		\$12,229.74		\$14,514.48	
<b>TOTAL COST OF PROJECT</b>				<b>\$143,699.06</b>		<b>\$148,115.74</b>		<b>\$175,842.48</b>	

1

2

3

SR 15000929

	REQUEST FOR BID	SOLICITATION : RFB-IS-15200316-1
	INTERNAL SERVICES DEPARTMENT	BID DUE:  10/29/14 12:00:00 PM
Vendor No. : 11446701  <div style="border: 1px solid black; padding: 5px; width: fit-content;">                     Scott Equipment Inc.                      14635 Valley Blvd.                      Fontana, CA 92335                 </div>		RETURN BID TO ADDRESS BELOW  INTERNAL SERVICES DEPARTMENT ISD CENTRAL PURCHASING 1100 N EASTERN AVENUE RM 103 BID ROOM 1ST FLOOR LOS ANGELES CA 90063
		BUYER : Marnica Valencia BUYER PHONE : 323-267-2288 DATE ISSUED : 10/15/14 REQ. DEPARTMENT : IS  AGENCY REQ. NO. : 0334- T REQ. NO. : RQN-PK-15012895  FISCAL YEAR :  SCHEDULED BEGIN DATE : SCHEDULED END DATE :  NUMBER OF COMMODITY LINES : 2  PROCUREMENT FOLDER : 828245

0334- TRACTOR - SKIP LOADER - SPECS

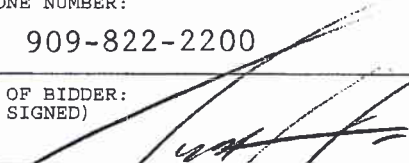
- TO BE COMPLETED BY VENDOR
- DELIVERY WILL BE MADE IN 180 days THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
  - CASH DISCOUNT -0- %        DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
  - BID BOND ATTACHED: N/A CERTIFIED CHECK ATTACHED: N/A OTHER ATTACHMENTS: N/A
  - BID REFERENCE NUMBER: 15200316-1 (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
  - PLEASE REMOVE FROM THIS COMMODITY CODE:
  - FEIN OR SOCIAL SECURITY# REQUIRED: 33-0483223

**\*\* IMPORTANT \*\***

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER: <b>909-822-2200</b>	TITLE: <b>President</b>	DATE: <b>10/27/14</b>
SIGNATURE OF BIDDER: (MUST BE SIGNED) 		

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

PRICE SHEET	REQUEST FOR BID SO NO : RFB-IS-15200316-1
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COMPANY NAME : <b>Scott Equipment Inc.</b>	BID DUE: 10/29/14 12:00:00 PM	PAGE 30
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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	COMMODITY CODE: 760-44-00-0000000  TRACTOR - SKIP LOADER - TIER IV - DIESEL - SPECS  STATE MAKE/MODEL OFFERED: MAKE: <u>    New Holland    </u> MODEL: <u>    U80C    </u> UNLESS SPECIFIED ELSEWHERE SHIP TO : SPECIAL OPERATIONS SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK, CA 91706  SPECIAL OPERATIONS 3102178353 265A Cloverleaf Dr. Baldwin Park.91706	2.00	EA	<u>65,917.00</u>	<u>131,834.00</u>
2	COMMODITY CODE: 760-44-00-0000000  Cal.Tire Recycling Fee UNLESS SPECIFIED ELSEWHERE SHIP TO : SPECIAL OPERATIONS SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK, CA 91706  SPECIAL OPERATIONS 3102178353	8.00	EA	<u>-0-</u>	<u>-0-</u>

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
SPECIFICATIONS

1

FOR: PES \_\_\_\_\_ REQUISITION: 14-15-005 \_\_\_\_\_  
QUOTATION #: \_\_\_\_\_ MAKE: New Holland \_\_\_\_\_ MODEL: U80C \_\_\_\_\_  
VENDOR: Scott Equipment Inc. \_\_\_\_\_ PHONE: 909-822-2200 \_\_\_\_\_  
ADDRESS: 14635 Valley Blvd. Fontana, CA 92335 \_\_\_\_\_ FAX: 909-822-4850 \_\_\_\_\_  
SIGNATURE OF BID PROVIDER: \_\_\_\_\_ DATE: 10/27/14 \_\_\_\_\_  
SPECIFICATION WRITTEN BY: Jess Flores \_\_\_\_\_ PHONE: 626-330-3860 \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTICE:** Bidder shall complete right hand column, indicating specific size and/or make and model of all components where applicable. When vendor is bidding items exactly as specifications on left hand column state "As Specified" if vendor takes exceptions to any portion of specification, documentation is required on right hand column labeled as "Bidder's Response".

**GENERAL:**

The equipment covered by these specifications shall be new and complete with all standard equipment and accessories. Any item or accessory not mentioned in this specification, but required for operation of the unit, must be itemized and included in the bid. Any component identified as standard equipment must be furnished at no additional cost.

The equipment shall conform in all respects to the Division of Industrial Safety Orders Cal/OSHA and California South Coast Air Quality Management District (SCAQMD). Plus any other pertinent regulations. Bidder may be required to furnish proof of compliance.

This equipment shall meet or exceed noise emission limits applicable to Federal and Cal / OSHA requirements for operators on (8) hours operation without hearing protection.

All separate units shall be installed and connected for operation. Only new, current production models will be considered. Bidder shall furnish complete information on the equipment to be furnished. Information must include published literature indicating all standard and optional features.

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**PERFORMANCE TEST:**

A Performance test at the expense of the bidder may be required for the purpose of final evaluation after the bids are received, to determine that the operating requirements of the Department of Parks and Recreation are met.

The date, time, site, and conditions of such test shall be selected by the Los Angeles County Department of Parks and Recreation.

<b><u>INTENT:</u></b>	<b>Response</b>
To purchase a Skip Loader Specifications are as follows:	
<b><u>ENGINE:</u></b>	
<ul style="list-style-type: none"> <li>Displacement shall be minimum 207 cu. in.</li> <li>Minimum 72 Net HP @ 2200 rpm</li> <li>228 Net lb. ft. torque @ 1400</li> <li>4 Cylinders</li> <li>4-stroke, turbo diesel</li> <li>Fuel injection – direct</li> <li>Cooling – liquid</li> <li>Engine shall have a spin on fuel filter with water trap.</li> <li>Engine must have a spin on oil filter</li> <li>Engine shall have dual element air cleaner</li> <li>Any required catalyst regeneration must be automatic requiring no operator input.</li> <li>Engine to utilize a Diesel Oxidation Catalyst no maintenance filter.</li> </ul>	<p>As Specified</p> <p>As Specified 268 Net 16 ft. torque @1500</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p>
<b>ENGINE MUST MEET TIER IV FINAL ENVIRIOMENTAL REQUIREMENTS AND COMPLY WITH ALL STATE &amp; FEDERAL EMISSION REGULATIONS.</b>	
<b><u>POWERTRAIN:</u></b>	
<ul style="list-style-type: none"> <li>Transmission shall be 4-F-4R Power Shuttle synchromesh manual gear shift and must be fully synchronized.</li> <li>Axle Rating; Static: Front minimum of 58,000 lbs. Static: Rear minimum of 90,000 lbs. Dynamic: Front minimum of 35,000 lbs. Dynamic: Rear minimum of 56,000 lbs.</li> <li>Tractor shall have on the go electric 4WD control.</li> <li>Tractor shall have Power steering</li> <li>Service brakes shall be individually applied, hydraulically</li> </ul>	<p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p> <p>As Specified</p>

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE



actuated, maintenance free, outboard mounted, wet disc 2 per side.

- Differential lock – on-the-go, push button activation.
- Parking brakes shall be trans. mounted, spring applied and hydraulically released.
- Tractor shall be equipped with planetary hubs.
- Minimum Travel Speeds shall be:
  - 1<sup>st</sup> – 4 mph
  - 2<sup>nd</sup> – 6 mph
  - 3<sup>rd</sup> – 13 mph
  - 4<sup>th</sup> – 24 mph

As Specified  
 As Specified  
  
 As Specified  
  
 1st. 3.8 mph  
 As Specified  
 As Specified  
 As Specified

**ELECTRICAL:**

- Voltage – 12 Volts, negative ground
- Alternator – minimum 110 amps
- Battery – minimum 800 cold-cranking amps
- Unit shall have 2 power plugs
- Unit shall have a Battery disconnect switch with remote jump start.

As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

**LIGHTING:**

- (2) Halogen headlights
- (2) Rear Flood
- (2) Rear tail & Stop
- (2) Front flashers/turn
- (2) Rear flashers/turn

As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

**HYDRAULICS:**

- Hydraulic pump shall be gear type transmission mounted with heavy duty hydraulic oil cooler.
- Tractor shall have a spin on hydraulic oil filter.
- Loader flow @ rated engine rpm shall be a minimum of 28gpm @ 3000 psi  
 Sectional 4-spool, open center parallel circuits with variable control for lift, pitch, tilt and 2 auxiliary remotes.
- Breakout force shall be:
  - Lift Cylinders – 9,200 lb.
  - Dump Cylinders – 9,600 lb.

As Specified  
  
 As Specified  
 As Specified  
  
 As Specified  
  
 As Specified  
 As Specified

**OPERATOR ENVIRONMENT:**

- ROPS/FOPS canopy
- Adjustable vinyl covered mechanical suspension seat with armrests with 15 and 30 degree swivel
- Hand and Foot throttles
- Hydrostatic steering

As Specified  
 As Specified  
  
 As Specified  
 As Specified

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

- Key start
- Loader control lever w/push button activation of differential lock and transmission de-clutch
- 2 - 30amp accessory plugs
- Interior rear view mirror
- 3 - inch retractable seat belt
- Lockable storage box
- Turn signal indicators
- Horn, dual switched front & rear

As Specified  
 As Specified  
  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

**INSTRUMENTATION:**

- Water temperature gauge
- Converter oil temperature gauge
- Voltmeter
- Fuel gauge
- Lockable security cover over instrument panel
- Hour meter
- Tachometer

As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

**SERVICE CAPACITIES:**

- Fuel Tank capacity shall be a minimum of 30 gal.
- Hydraulic system shall be a minimum of 17 gal
- Engine oil shall be a minimum of 8 qts.
- Cooling system shall be a minimum of 17 qts.

As Specified  
 As Specified  
 As Specified  
 As Specified

**WARNING LIGHTS:**

- Air cleaner restriction
- Alternator
- Engine oil pressure
- Hydraulic oil filter bypass
- Parking brake engagement
- Rear axle fluid temperature sensing system
- Low fuel

As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

**AUDIBLE ALARMS:**

- Coolant temperature
- Engine oil pressure
- Parking brake engagement
- Shuttle engagement
- Back up alarm
- Horn
- PM Catalyst regeneration

As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE



**TURNING RADIUS:**

- 4WD – brakes on shall not exceed 12ft, brakes off shall not exceed 14ft.

As Specified

**OPERATING WEIGHT:**

- Operating weight with 4 in 1 bucket and Box Scraper shall not exceed 15,000lbs.

As Specified

**LOADER DIMENSIONS:**

- Height to top of canopy shall not exceed 9ft.
- Overall length with 3 point hitch shall not exceed 17ft.
- Overall width shall not exceed 7ft.
- Wheelbase shall not exceed 8ft.

As Specified  
 As Specified  
 As Specified  
 As Specified

**LOADER:**

- Single lever control for lift and tilt
- Positive hold float
- Return to dig
- Automatic self leveling
- Dual parallel dump cylinders
- Clutch disconnect button on loader and shift levers
- Bucket position indicator
- Bucket – 82 in. 4 in 1, capacity 1 yard with replaceable edges
- (2) 3/8 chain hooks on loader bucket
- Lift capacity to full height shall be a minimum of 6,400lbs.

As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified  
 As Specified

**3 PT. HITCH:**

- Category I & II, 3-point hitch sectional 5-spool with dual tilt cylinders, open center parallel circuits with variable control for lift, pitch, tilt and 2 auxiliary remotes.
- Vertical lift force shall be a minimum of 2,900lbs.

As Specified  
 As Specified

**TIRES:**

- Front – 12.0L x 16.5, 8-ply rating
- Rear – 19.5L x 24.0, 10-ply rating

As Specified  
As Specified

**ADDITIONAL ITEMS:**

- Scraper, Gannon HD 4484 or equivalent with replaceable wear plates and tilt pitch feature
- Scraper to include rippers
- Scraper to include all hydraulic hoses, fittings and control valves necessary to attach to tractor

As Specified  
 As Specified  
 As Specified

**WARRANTY:**

- One year standard

As Specified

**AUTHORIZED DEALER:**

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the proposed equipment. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc. Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the County.

As Specified

**WARRANTY:**

- One year standard

As Specified

**DELIVERY:**

Delivery shall include;

- One (2) Operator's Manuals**
- One (1) Parts Manual (Paper)**
- One (1) Repair Manual (Paper)**
- Ten (10) Keys**

As Specified

As Specified

As Specified

As Specified

All units shall be delivered to Los Angeles County Department of Parks & Recreation located at;

As Specified

**269A Cloverleaf Drive, Baldwin Park, Ca. 91706**

**Contact Jess Flores before delivery at**

**626-330-3860**

Equipment must be delivered with a copy of the specifications, purchase order, all vehicle documentation, ten sets of keys, full tank of fuel and all service parts and repair manuals.

As Specified

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

SR 15000928



REQUEST FOR BID

SOLICITATION :  
RFB-IS-15200316-1

INTERNAL SERVICES DEPARTMENT

BID DUE:  
  
10/29/14 12:00:00 PM

Vendor No. 16516501

RETURN BID TO ADDRESS BELOW  
  
INTERNAL SERVICES DEPARTMENT  
ISD CENTRAL PURCHASING  
1100 N EASTERN AVENUE  
RM 103 BID ROOM 1ST FLOOR  
LOS ANGELES CA 90063

Sonsray Machinery  
12247 Lakeland Rd  
Santa Fe Springs CA  
90670

BUYER : Marnica Valencia  
BUYER PHONE : 323-267-2288  
DATE ISSUED : 10/15/14  
REQ. DEPARTMENT : IS  
  
AGENCY REQ. NO. : 0334- T  
REQ. NO. : RQN-PK-15012895  
  
FISCAL YEAR :  
  
SCHEDULED BEGIN DATE :  
SCHEDULED END DATE :  
  
NUMBER OF COMMODITY LINES : 2  
  
PROCUREMENT FOLDER : 828245

0334- TRACTOR - SKIP LOADER - SPECS

TO BE COMPLETED BY VENDOR

- DELIVERY WILL BE MADE IN 90-120 THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
- CASH DISCOUNT 0 % 0 DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
- BID BOND ATTACHED: N/A CERTIFIED CHECK ATTACHED: N/A OTHER ATTACHMENTS: \_\_\_\_\_
- BID REFERENCE NUMBER: \_\_\_\_\_ (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
- PLEASE REMOVE FROM THIS COMMODITY CODE: \_\_\_\_\_
- FEIN OR SOCIAL SECURITY# REQUIRED: 46-0894250

\*\* IMPORTANT \*\*

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVA.CO.LA.CA.US/WEVEN/](http://CAMISVA.CO.LA.CA.US/WEVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:

562-903-7377

TITLE:

Manager

DATE:

10-29-14

SIGNATURE OF BIDDER:  
(MUST BE SIGNED)

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

PRICE SHEET		REQUEST FOR BID			
COMPANY NAME :		SO NO : RFB-IS-15200316-1			PAGE
		BID DUE: 10/29/14 12:00:00 PM			30
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	COMMODITY CODE: 760-44-00-0000000  TRACTOR - SKIP LOADER - TIER IV - DIESEL - SPECS  STATE MAKE/MODEL OFFERED: MAKE: <u>CASE</u> MODEL: <u>STONER</u> UNLESS SPECIFIED ELSEWHERE SHIP TO : SPECIAL OPERATIONS SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK, CA 91706  SPECIAL OPERATIONS 3102178353 265A Cloverleaf Dr. Baldwin Park.91706	2.00	EA	<del>\$67,943.<sup>00</sup></del>	<del>\$135,886.<sup>00</sup></del>
2	COMMODITY CODE: 760-44-00-0000000  Cal.Tire Recycling Fee UNLESS SPECIFIED ELSEWHERE SHIP TO : SPECIAL OPERATIONS SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK, CA 91706  SPECIAL OPERATIONS 3102178353	8.00	EA	<u>INCLD.</u>	<u>INCLD.</u>

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
SPECIFICATIONS

FOR: PES \_\_\_\_\_ REQUISITION: 14-15-005 \_\_\_\_\_

QUOTATION #: \_\_\_\_\_ MAKE: CASE MODEL: STONER

VENDOR: SONSRAY MACHINERY PHONE: 562-903-7377  
12247 LAKELAND ROAD

ADDRESS: SANTA FE SPRINGS, CA 90670 FAX: 562-903-7301

SIGNATURE OF BID PROVIDER: [Signature] DATE: 10-29-14

SPECIFICATION WRITTEN BY: Jess Flores PHONE: 626-330-3860

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTICE:** Bidder shall complete right hand column, indicating specific size and/or make and model of all components where applicable. When vendor is bidding items exactly as specifications on left hand column state "As Specified" if vendor takes exceptions to any portion of specification, documentation is required on right hand column labeled as "Bidder's Response".

**GENERAL:**

The equipment covered by these specifications shall be new and complete with all standard equipment and accessories. Any item or accessory not mentioned in this specification, but required for operation of the unit, must be itemized and included in the bid. Any component identified as standard equipment must be furnished at no additional cost.

The equipment shall conform in all respects to the Division of Industrial Safety Orders Cal/OSHA and California South Coast Air Quality Management District (SCAQMD). Plus any other pertinent regulations. Bidder may be required to furnish proof of compliance.

This equipment shall meet or exceed noise emission limits applicable to Federal and Cal / OSHA requirements for operators on (8) hours operation without hearing protection.

All separate units shall be installed and connected for operation. Only new, current production models will be considered. Bidder shall furnish complete information on the equipment to be furnished. Information must include published literature indicating all standard and optional features.

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**PERFORMANCE TEST:**

A Performance test at the expense of the bidder may be required for the purpose of final evaluation after the bids are received, to determine that the operating requirements of the Department of Parks and Recreation are met.

The date, time, site, and conditions of such test shall be selected by the Los Angeles County Department of Parks and Recreation.

<p><b><u>INTENT:</u></b> To purchase a Skip Loader Specifications are as follows:</p> <p><b><u>ENGINE:</u></b></p> <ul style="list-style-type: none"> <li>• Displacement shall be minimum 207 cu. in.</li> <li>• Minimum 72 Net HP @ 2200 rpm</li> <li>• 228 Net lb. ft. torque @ 1400</li> <li>• 4 Cylinders</li> <li>• 4-stroke, turbo diesel</li> <li>• Fuel injection – direct</li> <li>• Cooling – liquid</li> <li>• Engine shall have a spin on fuel filter with water trap.</li> <li>• Engine must have a spin on oil filter</li> <li>• Engine shall have dual element air cleaner</li> <li>• Any required catalyst regeneration must be automatic requiring no operator input.</li> <li>• Engine to utilize a Diesel Oxidation Catalyst no maintenance filter.</li> </ul> <p><b>ENGINE MUST MEET TIER IV FINAL ENVIRONMENTAL REQUIREMENTS AND COMPLY WITH ALL STATE &amp; FEDERAL EMISSION REGULATIONS.</b></p> <p><b><u>POWERTRAIN:</u></b></p> <ul style="list-style-type: none"> <li>• Transmission shall be 4-F-4R Power Shuttle synchromesh manual gear shift and must be fully synchronized.</li> <li>• Axle Rating; Static: Front minimum of 58,000 lbs. Static: Rear minimum of 90,000 lbs. Dynamic: Front minimum of 35,000 lbs. Dynamic: Rear minimum of 56,000 lbs.</li> <li>• Tractor shall have on the go electric 4WD control.</li> <li>• Tractor shall have Power steering</li> <li>• Service brakes shall be individually applied, hydraulically</li> </ul>	<p><b>Response</b> <i>AS SPECIFIED</i></p>
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Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE



actuated, maintenance free, outboard mounted, wet disc 2 per side.

- Differential lock – on-the-go, push button activation.
- Parking brakes shall be trans. mounted, spring applied and hydraulically released.
- Tractor shall be equipped with planetary hubs.
- Minimum Travel Speeds shall be;
  - 1<sup>st</sup> – 4 mph
  - 2<sup>nd</sup> – 6 mph
  - 3<sup>rd</sup> – 13 mph
  - 4<sup>th</sup> – 24 mph

**ELECTRICAL:**

- Voltage – 12 Volts, negative ground
- Alternator – minimum 110 amps
- Battery – minimum 800 cold-cranking amps
- Unit shall have 2 power plugs
- Unit shall have a Battery disconnect switch with remote jump start.

**LIGHTING:**

- (2) Halogen headlights
- (2) Rear Flood
- (2) Rear tail & Stop
- (2) Front flashers/turn
- (2) Rear flashers/turn

**HYDRAULICS:**

- Hydraulic pump shall be gear type transmission mounted with heavy duty hydraulic oil cooler.
- Tractor shall have a spin on hydraulic oil filter.
- Loader flow @ rated engine rpm shall be a minimum of 28gpm @ 3000 psi  
Sectional 4-spool, open center parallel circuits with variable control for lift, pitch, tilt and 2 auxiliary remotes.
- Breakout force shall be:
  - Lift Cylinders – 9,200 lb.
  - Dump Cylinders – 9,600 lb.

**OPERATOR ENVIRONMENT:**

- ROPS/FOPS canopy
- Adjustable vinyl covered mechanical suspension seat with armrests with 15 and 30 degree swivel
- Hand and Foot throttles
- Hydrostatic steering

AS SPECIFIED



- Key start
- Loader control lever w/push button activation of differential lock and transmission de-clutch
- 2 - 30amp accessory plugs
- Interior rear view mirror
- 3 - inch retractable seat belt
- Lockable storage box
- Turn signal indicators
- Horn, dual switched front & rear

**INSTRUMENTATION:**

- Water temperature gauge
- Converter oil temperature gauge
- Voltmeter
- Fuel gauge
- Lockable security cover over instrument panel
- Hour meter
- Tachometer

**SERVICE CAPACITIES:**

- Fuel Tank capacity shall be a minimum of 30 gal.
- Hydraulic system shall be a minimum of 17 gal
- Engine oil shall be a minimum of 8 qts.
- Cooling system shall be a minimum of 17 qts.

**WARNING LIGHTS:**

- Air cleaner restriction
- Alternator
- Engine oil pressure
- Hydraulic oil filter bypass
- Parking brake engagement
- Rear axle fluid temperature sensing system
- Low fuel

**AUDIBLE ALARMS:**

- Coolant temperature
- Engine oil pressure
- Parking brake engagement
- Shuttle engagement
- Back up alarm
- Horn
- PM Catalyst regeneration

AS SPECIFIED





**TURNING RADIUS:**

- 4WD – brakes on shall not exceed 12ft, brakes off shall not exceed 14ft.

**OPERATING WEIGHT:**

- Operating weight with 4 in 1 bucket and Box Scrapper shall not exceed 15,000lbs.

**LOADER DIMENSIONS:**

- Height to top of canopy shall not exceed 9ft.
- Overall length with 3 point hitch shall not exceed 17ft.
- Overall width shall not exceed 7ft.
- Wheelbase shall not exceed 8ft.

**LOADER:**

- Single lever control for lift and tilt
- Positive hold float
- Return to dig
- Automatic self leveling
- Dual parallel dump cylinders
- Clutch disconnect button on loader and shift levers
- Bucket position indicator
- Bucket – 82 in. 4 in 1, capacity 1 yard with replaceable edges
- (2) 3/8 chain hooks on loader bucket
- Lift capacity to full height shall be a minimum of 6,400lbs.

**3 PT. HITCH:**

- Category I & II, 3-point hitch sectional 5-spool with dual tilt cylinders, open center parallel circuits with variable control for lift, pitch, tilt and 2 auxiliary remotes.
- Vertical lift force shall be a minimum of 2,900lbs.

**TIRES:**

- Front – 12.0L x 16.5, 8-ply rating
- Rear – 19.5L x 24.0, 10-ply rating

**ADDITIONAL ITEMS:**

- Scraper, Gannon HD 4484 or equivalent with replaceable wear plates and tilt pitch feature
- Scrapper to include rippers
- Scraper to include all hydraulic hoses, fittings and control valves necessary to attach to tractor

AS SPECIFIED

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**WARRANTY:**

- One year standard

**AUTHORIZED DEALER:**

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the proposed equipment. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc. Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the County.

**WARRANTY:**

- One year standard

**DELIVERY:**

Delivery shall include;

- One (2) Operator's Manuals**
- One (1) Parts Manual (Paper)**
- One (1) Repair Manual (Paper)**
- Ten (10) Keys**

All units shall be delivered to Los Angeles County Department of Parks & Recreation located at;

**269A Cloverleaf Drive, Baldwin Park, Ca. 91706**

**Contact Jess Flores before delivery at**

**626-330-3860**

Equipment must be delivered with a copy of the specifications, purchase order, all vehicle documentation, ten sets of keys, full tank of fuel and all service parts and repair manuals.

AS SPECIFIED

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
SPECIFICATIONS

FOR: PES REQUISITION: 14-15-005  
QUOTATION #: \_\_\_\_\_ MAKE: John Deere MODEL: 210L  
VENDOR: BRAGG INVESTMENT Co., Inc. dba PHONE: 562-272-7400  
Coastline Equipment  
ADDRESS: LONG BEACH, CA FAX: 562-272-7444  
SIGNATURE OF BID PROVIDER: [Signature] DATE: 10-28-2014  
SPECIFICATION WRITTEN BY: Jess Flores PHONE: 626-330-3860  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTICE:** Bidder shall complete right hand column, indicating specific size and/or make and model of all components where applicable. When vendor is bidding items exactly as specifications on left hand column state "As Specified" if vendor takes exceptions to any portion of specification, documentation is required on right hand column labeled as "Bidder's Response".

**GENERAL:**

The equipment covered by these specifications shall be new and complete with all standard equipment and accessories. Any item or accessory not mentioned in this specification, but required for operation of the unit, must be itemized and included in the bid. Any component identified as standard equipment must be furnished at no additional cost.

The equipment shall conform in all respects to the Division of Industrial Safety Orders Cal/OSHA and California South Coast Air Quality Management District (SCAQMD). Plus any other pertinent regulations. Bidder may be required to furnish proof of compliance.

This equipment shall meet or exceed noise emission limits applicable to Federal and Cal / OSHA requirements for operators on (8) hours operation without hearing protection.

All separate units shall be installed and connected for operation.  
Only new, current production models will be considered. Bidder shall furnish complete information on the equipment to be furnished. Information must include published literature indicating all standard and optional features.

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**PERFORMANCE TEST:**

A Performance test at the expense of the bidder may be required for the purpose of final evaluation after the bids are received, to determine that the operating requirements of the Department of Parks and Recreation are met.

The date, time, site, and conditions of such test shall be selected by the Los Angeles County Department of Parks and Recreation.

<b><u>INTENT:</u></b>	<b>Response</b>
<p>To purchase a Skip Loader Specifications are as follows:</p>	
<b><u>ENGINE:</u></b>	
<ul style="list-style-type: none"> <li>• Displacement shall be minimum 207 cu. in.</li> <li>• Minimum 72 Net HP @ 2200 rpm</li> <li>• 228 Net lb. ft. torque @ 1400</li> <li>• 4 Cylinders</li> <li>• 4-stroke, turbo diesel</li> <li>• Fuel injection – direct</li> <li>• Cooling – liquid</li> <li>• Engine shall have a spin on fuel filter with water trap.</li> <li>• Engine must have a spin on oil filter</li> <li>• Engine shall have dual element air cleaner</li> <li>• Any required catalyst regeneration must be automatic requiring no operator input.</li> <li>• Engine to utilize a Diesel Oxidation Catalyst no maintenance filter.</li> </ul>	<p>As Specified</p>
<p><b>ENGINE MUST MEET TIER IV FINAL ENVIRIOMENTAL REQUIREMENTS AND COMPLY WITH ALL STATE &amp; FEDERAL EMISSION REGULATIONS.</b></p>	<p>As Specified</p>
<b><u>POWERTRAIN:</u></b>	
<ul style="list-style-type: none"> <li>• Transmission shall be 4-F-4R Power Shuttle synchromesh manual gear shift and must be fully synchronized.</li> <li>• Axle Rating: Static: Front minimum of 58,000 lbs. Static: Rear minimum of 90,000 lbs. Dynamic: Front minimum of 35,000 lbs. Dynamic: Rear minimum of 56,000 lbs.</li> <li>• Tractor shall have on the go electric 4WD control.</li> <li>• Tractor shall have Power steering</li> <li>• Service brakes shall be individually applied, hydraulically</li> </ul>	<p>4F - 2R Full Power Shift 26,455 lbs 28,460 lbs 13,228 lbs 15,432 lbs</p>
	<p>As Specified</p>

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

actuated, maintenance free, outboard mounted, wet disc 2 per side.

- Differential lock – on-the-go, push button activation.
- Parking brakes shall be trans. mounted, spring applied and hydraulically released.
- Tractor shall be equipped with planetary hubs.
- Minimum Travel Speeds shall be:
  - 1<sup>st</sup> – 4 mph
  - 2<sup>nd</sup> – 6 mph
  - 3<sup>rd</sup> – 13 mph
  - 4<sup>th</sup> – 24 mph

**ELECTRICAL:**

- Voltage – 12 Volts, negative ground
- Alternator – minimum 110 amps
- Battery – minimum 800 cold-cranking amps
- Unit shall have 2 power plugs
- Unit shall have a Battery disconnect switch with remote jump start.

**LIGHTING:**

- (2) Halogen headlights
- (2) Rear Flood
- (2) Rear tail & Stop
- (2) Front flashers/turn
- (2) Rear flashers/turn

**HYDRAULICS:**

- Hydraulic pump shall be gear type transmission mounted with heavy duty hydraulic oil cooler.
- Tractor shall have a spin on hydraulic oil filter.
- Loader flow @ rated engine rpm shall be a minimum of 28gpm @ 3000 psi  
Sectional 4-spool, open center parallel circuits with variable control for lift, pitch, tilt and 2 auxiliary remotes.
- Breakout force shall be:
  - Lift Cylinders – 9,200 lb.
  - Dump Cylinders – 9,600 lb.

**OPERATOR ENVIRONMENT:**

- ROPS/FOPS canopy
- Adjustable vinyl covered mechanical suspension seat with armrests with 15 and 30 degree swivel
- Hand and Foot throttles
- Hydrostatic steering

IN BOARD MOUNTED

Foot Activation

As Specified

- 1 - 3.2 mph
- 2 - 5.9 mph
- 3 - 12.1 mph
- 4 - 20.0 mph

As Specified

NO Remote jump start

As Specified

25.3 gpm @ 2750 psi

8,700 lbs  
8,700 lbs

As specified



- Key start
- Loader control lever w/push button activation of differential lock and transmission de-clutch
- 2 - 30amp accessory plugs
- Interior rear view mirror
- 3 - inch retractable seat belt
- Lockable storage box
- Turn signal indicators
- Horn, dual switched front & rear

TRANS de-clutch only

HORN ON SIDE CONSOLE

**INSTRUMENTATION:**

- Water temperature gauge
- Converter oil temperature gauge
- Voltmeter
- Fuel gauge
- Lockable security cover over instrument panel
- Hour meter
- Tachometer

As specified

**SERVICE CAPACITIES:**

- Fuel Tank capacity shall be a minimum of 30 gal.
- Hydraulic system shall be a minimum of 17 gal
- Engine oil shall be a minimum of 8 qts.
- Cooling system shall be a minimum of 17 qts.

As Specified

**WARNING LIGHTS:**

- Air cleaner restriction
- Alternator
- Engine oil pressure
- Hydraulic oil filter bypass
- Parking brake engagement
- Rear axle fluid temperature sensing system
- Low fuel

Not available

**AUDIBLE ALARMS:**

- Coolant temperature
- Engine oil pressure
- Parking brake engagement
- Shuttle engagement
- Back up alarm
- Horn
- PM Catalyst regeneration

As Specified

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**TURNING RADIUS:**

- 4WD – brakes on shall not exceed 12ft, brakes off shall not exceed 14ft.

**OPERATING WEIGHT:**

- Operating weight with 4 in 1 bucket and Box Scraper shall not exceed 15,000lbs.

**LOADER DIMENSIONS:**

- Height to top of canopy shall not exceed 9ft.
- Overall length with 3 point hitch shall not exceed 17ft.
- Overall width shall not exceed 7ft.
- Wheelbase shall not exceed 8ft.

**LOADER:**

- Single lever control for lift and tilt
- Positive hold float
- Return to dig
- Automatic self leveling
- Dual parallel dump cylinders
- Clutch disconnect button on loader and shift levers
- Bucket position indicator
- Bucket – 82 in. 4 in 1, capacity 1 yard with replaceable edges
- (2) 3/8 chain hooks on loader bucket
- Lift capacity to full height shall be a minimum of 6,400lbs.

**3 PT. HITCH:**

- Category I & II, 3-point hitch sectional 5-spool with dual tilt cylinders, open center parallel circuits with variable control for lift, pitch, tilt and 2 auxiliary remotes.
- Vertical lift force shall be a minimum of 2,900lbs.

**TIRES:**

- Front – 12.0L x 16.5, 8-ply rating
- Rear – 19.5L x 24.0, 10-ply rating

**ADDITIONAL ITEMS:**

- Scraper, Gannon HD 4484 or equivalent with replaceable wear plates and tilt pitch feature
- Scraper to include rippers
- Scraper to include all hydraulic hoses, fittings and control valves necessary to attach to tractor

8'6"  
13'0"

17,320 lbs

17'2"  
7'2"

SINGLE dump cylinder

84" 4-1, 1.25yd  
w/boe'

4,932 lbs

As Specified

12-16.5 IN 8PR TRACTION  
16.9 - 24 IN, 8PR (R4)

SD 284 Box Blade

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**WARRANTY:**

- One year standard

**AUTHORIZED DEALER:**

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the proposed equipment. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc. Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the County.

*As Specified*

**WARRANTY:**

- One year standard

**DELIVERY:**

Delivery shall include:

- One (2) Operator's Manuals**
- One (1) Parts Manual (Paper)**
- One (1) Repair Manual (Paper)**
- Ten (10) Keys**

*As Specified*

All units shall be delivered to Los Angeles County Department of Parks & Recreation located at:

269A Cloverleaf Drive, Baldwin Park, Ca. 91706

Contact Jess Flores before delivery at

626-330-3860

Equipment must be delivered with a copy of the specifications, purchase order, all vehicle documentation, ten sets of keys, full tank of fuel and all service parts and repair manuals.



	<b>REQUEST FOR BID</b>	<b>SOLICITATION :</b> <b>RFB-IS-15200316-1</b>
	<b>INTERNAL SERVICES DEPARTMENT</b>	<b>BID DUE:</b>  <b>10/29/14 12:00:00 PM</b>
Vendor No. 061281  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 10px auto;">           Bragg Investment Co., Inc. DBA Coastal Equipment             P.O. Box 22732, Long Beach, CA 90801         </div>		<b>RETURN BID TO ADDRESS BELOW</b>  <b>INTERNAL SERVICES DEPARTMENT</b> <b>ISD CENTRAL PURCHASING</b> <b>1100 N EASTERN AVENUE</b> <b>RM 103 BID ROOM 1ST FLOOR</b> <b>LOS ANGELES CA 90063</b>
		BUYER : Marnica Valencia BUYER PHONE : 323-207-2288 DATE ISSUED : 10/15/14 REQ. DEPARTMENT : IS  AGENCY REQ. NO. : 0344- 2 REQ. NO. : RQM-PK-15012895  FISCAL YEAR :  SCHEDULED BEGIN DATE : SCHEDULED END DATE :  NUMBER OF COMMODITY LINES : 2  PROCUREMENT FOLDER : 828245
<b>0334- TRACTOR - SKIP LOADER - SPECS</b>		
TO BE COMPLETED BY VENDOR		
1. DELIVERY WILL BE MADE IN <u>180</u> THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 2. CASH DISCOUNT <u>0</u> <u>N-30</u> DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25%N PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID. 3. BID BOND ATTACHED: _____ CERTIFIED CHECK ATTACHED: _____ OTHER ATTACHMENTS: _____ 4. BID REFERENCE NUMBER: _____ (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 5. PLEASE REMOVE FROM THIS COMMODITY CODE: _____ 6. FEIN OR SOCIAL SECURITY# REQUIRED: <u>95-3565032</u>		
<b>** IMPORTANT **</b>		
IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ <a href="http://www.lacounty.gov/procurement">www.lacounty.gov/procurement</a>		
USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.		
VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.		
VENDOR PHONE NUMBER:  <b>682-272-7406</b>	TITLE:  <b>Vice President/GM</b>	DATE:  <b>10/27/14</b>
SIGNATURE OF BIDDER: (MUST BE SIGNED) 		

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

<b>STANDARD TERMS &amp; CONDITIONS</b>	<b>REQUEST FOR BID</b>
	<b>SO NO : RFB-13-15200316-1</b>

COMPANY NAME : Bragg Treatment Co. Inc T&A Coalfield Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 7
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32. PAYROLL RECORDS: Whenever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

- Certified Payroll shall be submitted upon request and shall include:
- A. Original Document
  - B. Company Name & Address
  - C. Account Number/Project Number
  - D. Project Name and Address
  - E. Authorizing County Department and Purchase Order or Contract Number
  - F. Period of Time in which Work is Being Performed
  - G. Employee Name, Address and Social Security Number
  - H. Work Classification, including Sub-classification
  - I. Hours Paid
  - J. Rate of pay
  - K. Deductions
  - L. Payroll Check Number
  - M. Benefits
  - N. Signature of Employee Authorized to Certify Payroll

**Prevailing Wage Scale**

**Wherever required:**

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

[www.dir.ca.gov/DIR/Information/Forms/Forms.htm](http://www.dir.ca.gov/DIR/Information/Forms/Forms.htm)  
OR  
Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102 415/773-4810

**Records Retention and Audit, Federal or State Funded Purchases**

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

**FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 2013.

**RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 10% post-consumer waste) to the maximum extent possible on this Solicitation Response.

**PARTICIPATING MUNICIPALITIES**

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisitions shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, res marketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes  No

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1
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COMPANY NAME : Bragg Investment Co., Inc. DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 9
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Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 0, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: [http://www.dgs.ca.gov/04/0000\\_0400.shtm](http://www.dgs.ca.gov/04/0000_0400.shtm)

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov>. Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: Bragg Investment Co., Inc. DBA Coastline Equipment

- I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission
- I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.
- I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVest) Vendor Number is: 061231

My Commercial and Government Entity (CAGE) code is: \_\_\_\_\_

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

<b>STANDARD TERMS &amp; CONDITIONS</b>		<b>REQUEST FOR BID</b>	
		SO NO : RFB-IS-15200316-1	
COMPANY NAME : Bragg Investment Co., Inc DBA Coastal Equipment		BID DUE: 10/29/14 12:00:00 PM	PAGE 10

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**  
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis-Advantaged	Disabled Veteran	Expiration Date

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Del Hosier	<i>Del Hosier</i>	Vice President/GM	10/27/14

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE



STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
COMPANY NAME : Bragg Investment Co., Inc. DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 12

PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.



VENDOR SIGNATURE

10/27/14

DATE

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
CONTRACT NAME : Bugg Investment Co. Inc O&A Coastal Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 15

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name:	Bugg Investment Co. Inc O&A Coastal Equipment		
Company Address:	P O Box 22732, Long Beach, CA 90801		
City:	State:	Zip:	
Telephone Number:	562-273-7400		
Solicitation for (Type of Goods or Services):	RFB-IS-15200316-1		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program is Not Applicable to My Business**

My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My Business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
		SO NO : RFB-IS-15200316-1	
COMPANY NAME : Stagg Investment Co., Inc. DBA Crestline Equipment	BID DATE: 10/29/14 12:00:00 PM		PAGE 16

Part II: Certification of Compliance



My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Del Hostler

Title: Vice President/OM

Signature: *Del Hostler*

Date: 10/27/14

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-19-19200316-1	
COMPANY NAME : Bugg Treatment Co. Inc O&A Creative Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 17

PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will these Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any personal, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at [www.lacounty.gov/healthcare/surrender](http://www.lacounty.gov/healthcare/surrender) for printing purposes.

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

- NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.
- YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

Bugg Treatment Co. Inc O&A Creative Equipment

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Printed Name of Vendor or Contractor

Del Hostler

---

Printed Name of Responsible Manager

*Del Hostler*

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Signature

10/27/14

---

Date

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE



STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
COMPANY NAME : Bragg Investment Co., Inc. DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 18

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
Del Hosler	562-272-7400

NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

Bragg Investment Co., Inc. DBA Coastline Equipment

Name of Firm	
Del Hosler	Vice President/GM
Print Name of Signer	
<i>Del Hosler</i>	10/27/14
Signature	
Date	

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1
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COMPANY NAME : Bragg Investment Co., Inc. DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 19
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REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

<u>Bragg Investment Co., Inc.</u>	<u>CA</u>	<u>1980</u>
NAME	STATE	YEAR INC.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
<u>Coastline Equipment</u>	<u>Los Angeles</u>	<u>1984</u>
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

\_\_\_\_\_

Not Applicable

\_\_\_\_\_

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
COMPANY NAME : Bragg Investment Co. Inc. DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 20

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

YES  NO \_\_\_\_\_ years experience, within the last \_\_\_\_\_ years

YES  NO Willingness to consider hiring SAIN/GROW participant

YES  NO Complies with the County's Child Support Compliance

YES  NO Certifies intent to comply with County's Jury Service Program

YES  NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:

Bragg Investment Co. Inc. DBA Coastline Equipment

Address:

P.O. Box 22732, Long Beach, CA 90801

E-mail: dal.hosler@coastlineequipment.com Telephone Number: 562-272-7400

Fax number: \_\_\_\_\_

Bragg Investment Co. Inc. DBA Coastline Equipment

Dal Hosler

On behalf of \_\_\_\_\_ (Proposer's name), I, \_\_\_\_\_ (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

*Dal Hosler*

95-3565032

Signature  
Vice President/WGM

Internal Revenue Service  
Employer Identification Number  
14730073

Title  
10/27/14

California Business License Number

Date

061231  
County Vendor Number

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
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COMPANY NAME : Gragg Investment Co., Inc DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 21
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**OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES**

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.


County departments doing business with non-commodity or service related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

Gragg Investment Co., Inc DBA Coastline Equipment

Vendor's Company

P.O. Box 22732, Long Beach, CA 90801

Address	City	State & Zip Code
Dal Hasler		10/27/14
Printed Name	Signature	Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
COMPANY NAME : Bragg Investment Co., Inc. DBA Concrete Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 24

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2, Administration, Chapter 2.206 at

<http://www.lacounty.gov/code/ordinances/2000s.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;
- To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligations; and
- The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: Bragg Investment Co., Inc. DBA Concrete Equipment	
PRINT NAME: Del Hostler	TITLE: Vice President/GM
SIGNATURE: 	DATE: 10/27/14

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE



STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
COMPANY NAME : Bragg Investment Co., Inc. DBA Coastline Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 25

SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the **SEE Subcontractor Information Form** Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The **Final Report of Subcontracting Form** a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the **Final Report of Subcontracting and Purchases Form** within fifteen (15) working days.

If the award is a one year or more agreement, the **Final Report of Subcontracting and Purchases Form** shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The **Final Report of Subcontracting and Purchases Form** shall be submitted to the Office of Small Business at:  
Debbie Cabrera-Johnson  
Office of Small Business  
1100 N Eastern Ave 1st Floor  
Los Angeles, CA 90063

ELECTRONIC CATALOG

If required by County, the awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG Clause which may be found at the website indicated below. Such submission shall be within the time frame to be determined by the County in its sole discretion.

If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

Bragg Investment Co., Inc. DBA Coastline Equipment

Name of Company

Del Healer

Name of Authorized Vendor Representative



Signature of Authorized Representative

10/27/14

Date

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
		SO NO : RFB-IS-15200316-1	
COMPANY NAME :	Bregg Investment Co., Inc. DBA Coastal Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 26

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.


Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 7, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dvbe.org>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 24 and is also available on the Veterans Affairs Website at: <http://www.va.gov>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: Bregg Investment Co., Inc. DBA Coastal Equipment	County Webvan No.: 061231
Print Name: Dal Hosler	Title: Vice President/GM
Signature: 	Date: 10/27/14

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE



SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200316-1	
COMPANY NAME : Gregg Investment Co, Inc DBA Coastline Equipment	BYD DUE: 10/29/14 12:00:00 PM	PAGE 27

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # \_\_\_\_\_

CERTIFICATE OF REGISTRATION # \_\_\_\_\_

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.SBE.CA.GOV OR CALL 1.800.400.7115.

QUOTE F.O.B. DELIVERED,  
FREIGHT PREPAID AND ALLOWED  
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)  
COUNTY: TAKES OWNERSHIP AT DESTINATION

SUBMIT DESCRIPTIVE LITERATURE WITH YOUR BID. BIDS WHICH ARE NOT ACCOMPANIED BY LITERATURE COVERING THE ITEMS YOU OFFER MAY NOT BE CONSIDERED.

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE ACQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATE OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON  
PARTS..... \* Year  
ON LABOR..... \* Year

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

<b>SPECIAL TERMS &amp; CONDITIONS</b>	<b>REQUEST FOR BID</b> SO NO : RFB-IS-15200316-1	
COMPANY NAME : Brogg Investment Co., Inc. O&A Contract Equipment	BID DUE: 10/29/14 12:00:00 PM	PAGE 29

VENDOR'S STABILITY WAS AND/OR IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

TERMINATION FOR GRATUITIES:  
COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AWARDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.

**AUTHORIZATION:**

IS YOUR COMPANY AN AUTHORIZED DISTRIBUTOR/RESSELLER/SERVICE PROVIDER FOR ALL PRODUCTS AND SERVICES OFFERED? YES  NO

AUTHORIZING MANUFACTURER/DISTRIBUTOR: John Deere

AT THE TIME OF BID SUBMISSION, BIDDERS MUST BE AN AUTHORIZED DISTRIBUTOR/RESSELLER/SERVICE PROVIDER FOR ALL PRODUCTS AND SERVICES OFFERED.

1. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS A MANUFACTURER'S AUTHORIZED DISTRIBUTOR, MUST INCLUDE WITH ITS BID RESPONSE A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE BIDDER IS AUTHORIZED TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

2. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS AN AUTHORIZED DISTRIBUTOR'S AUTHORIZED RESSELLER, MUST INCLUDE WITH ITS BID RESPONSE (1) A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE DISTRIBUTOR OWNS, IS AUTHORIZED OR HAS A LEGAL RIGHT TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES, AND (2) A LETTER OF CERTIFICATION FROM THE AUTHORIZED DISTRIBUTOR ON THE AUTHORIZED DISTRIBUTOR'S LETTERHEAD CONFIRMING THAT THE RESSELLER OWNS, IS AUTHORIZED OR HAS A LEGAL RIGHT TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

3. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS A MANUFACTURER'S AUTHORIZED RESSELLER/SERVICE PROVIDER, MUST INCLUDE WITH ITS BID RESPONSE A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE BIDDER IS AUTHORIZED TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

IF THE REQUIRED LETTER(S) OF CERTIFICATION(S) IS/ARE NOT INCLUDED WITH YOUR BID RESPONSE, THE ENTIRE OFFER MAY BE DEEMED NON-RESPONSIVE IN COUNTY'S SOLE DISCRETION.

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Small Business (OSB) are eligible for the local SBE preference.

PROCUREMENT RATES AS COMPLEX

Attachment: LA County Dept of Parks & Rec Bid Request & Rec Bid Request & Results [Revision 1] (2005 : AWARD TO SCOTT EQUIPMENT FOR THE

PRICE SHEET		REQUEST FOR BID			
COMPANY NAME : Dregg Investment Co., Inc. O&A Contract Equipment		SO NO : RFB-15-15200316-1			PAGE 30
BID DUE: 10/29/14 12:00:00 PM					
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	COMMODITY CODE: 760-44-00-0000000 TRACTOR - SKIP LOADER - TIER IV - DIESEL - SP500 STATE MAKE/MODEL OFFERED: MAKE: <u>John Deere</u> MODEL: <u>210L</u> UNLESS SPECIFIED ELSEWHERE SHIP TO : SPECIAL OPERATIONS SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK, CA 91706  SPECIAL OPERATIONS 3102176383 145A Cloverleaf Dr. Baldwin Park, 91704	2.00	EA	<u>80,636.00</u>	<u>161,272.00</u>
2	COMMODITY CODE: 760-44-00-0000000 Cal.Tire Recycling Fee UNLESS SPECIFIED ELSEWHERE SHIP TO : SPECIAL OPERATIONS SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK, CA 91706  SPECIAL OPERATIONS 3102176383	8.00	EA	<u>7.00</u>	<u>56.00</u>

Attachment: LA County Dept of Parks & Rec Bid Request & Results [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

**JOHN DEERE****Kevin Kruck**  
Territory Sales ManagerJohn Deere  
Worldwide Construction & Forestry Division  
Phone: 563-343-5230  
E-mail: [KruckKevinJ@JohnDeere.com](mailto:KruckKevinJ@JohnDeere.com)

To all interested parties:

Coastline Equipment is the authorized John Deere Construction and Forestry equipment dealer in LA County and the surrounding counties in California.

Regards,

**Kevin Kruck**  
John Deere Construction and Forestry  
Territory Sales Manager  
Cell: 563-343-5230





**LOS ANGELES COUNTY  
PARKS & RECREATION DEPARTMENT  
PURCHASE ORDER**

<b>For Vendor Payment Inquiries please refer to</b> <a href="https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf">https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf</a>		<b>ORDER NUMBER</b> PO-PK-15321965-1	<b>AWARD DATE</b> 12/02/14		
<b>BILL TO:</b> PARKS & RECREATION DEPARTMENT PARKS AND RECREATION PROCUREMENT UNIT 433 S. VERMONT AVENUE LOS ANGELES CA 90020		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.  ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:  Contact: Marnica Valencia Phone: 323-267-2288 Email: mavalencia@isd.lacounty.gov			
<b>VENDOR NAME, STREET, CITY, STATE, ZIP CODE:</b>  SCOTT EQUIPMENT 14635 VALLEY BLVD.  FONTANA CA 92335		SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) SPECIAL OPERATIONS  SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK CA 91706 PROCUREMENT FOLDER : 828245  CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) SPECIAL OPERATIONS 3102178353			
<b>DELIVERY DATE</b> 05/25/15	<b>FOB POINT</b> FOB Destination, Freight Prepaid and Allowed	<b>AGENCY REQ NUMBER</b> 0334- T	<b>CONTRACT NUMBER</b> TOTAL AMOUNT OF ORDER \$143,699.06		
<b>DATE PRINTED</b> 12/02/2014	<b>VENDOR NO.</b> 114467	<b>PROMPT PAYMENT TERMS</b> TERM 1 DISCOUNT: 0.00 DAYS: 30	TERM 2 DISCOUNT: 0 DAYS: 0  TERM 3 DISCOUNT: 0 DAYS: 0  TERM 4 DISCOUNT: 0 DAYS: 0		
<b>LINE NO.</b>	<b>COMMODITY/SERVICE DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING  COMMODITY CODE: 760-44-00-0000000  SUPPLIER PART NO: SALES TAX AMOUNT:  DESCRIPTION: TRACTOR - SKIP LOADER - TIER IV - DIESEL - SPECS  MAKE/MODEL OFFERED: NEW HOLLAND/U80C  DELIVERY: 180 DAYS ARO / PRICES, TERMS & CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION# RFB-IS-15200316	2.00000	EA	\$65,917.000000	\$ 131,834.00  \$ 11,865.06
LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: <a href="http://lacovss.lacounty.gov">http://lacovss.lacounty.gov</a> Go to the portal home page to find out more about the benefits to vendors who do business with the County.					
COUNTY OF LOS ANGELES					

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE



**LOS ANGELES COUNTY  
PARKS & RECREATION DEPARTMENT  
PURCHASE ORDER**

<b>For Vendor Payment Inquiries please refer to</b> <a href="https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf">https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf</a>			<b>ORDER NUMBER</b> PO-PK-15321965-1		<b>AWARD DATE</b> 12/02/14	
<b>BILL TO:</b> PARKS & RECREATION DEPARTMENT PARKS AND RECREATION PROCUREMENT UNIT 433 S. VERMONT AVENUE LOS ANGELES CA 90020			ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.			
			ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:  Contact: Marnica Valencia Phone: 323-267-2288 Email: mavalencia@isd.lacounty.gov			
<b>VENDOR NAME, STREET, CITY, STATE, ZIP CODE:</b>  SCOTT EQUIPMENT 14635 VALLEY BLVD.  FONTANA CA 92335			SHIP FOB DESTINATION TO:(UNLESS SPECIFIED ELSEWHERE) SPECIAL OPERATIONS  SPECIAL OPERATIONS 269 CLOVERLEAF DRIVE BALDWIN PARK CA 91706 PROCUREMENT FOLDER : 828245			
			CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) SPECIAL OPERATIONS 3102178353			
<b>DELIVERY DATE</b> 05/25/15	<b>FOB POINT</b> FOB Destination, Freight Prepaid and Allowed		<b>AGENCY REQ. NUMBER</b> 0334- T	<b>CONTRACT NUMBER</b>	<b>TOTAL AMOUNT OF ORDER</b> \$143,699.06	
<b>DATE PRINTED</b> 08/03/2016	<b>VENDOR NO.</b> 114467	<b>PROMPT PAYMENT TERMS</b>	<b>TERM 1</b> DISCOUNT: 0.00 DAYS: 30	<b>TERM 2</b> DISCOUNT : DAYS : 0	<b>TERM 3</b> DISCOUNT : DAYS : 0	<b>TERM 4</b> DISCOUNT : DAYS : 0
<b>LINE NO.</b>	<b>COMMODITY/SERVICE DESCRIPTION</b>		<b>QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING  COMMODITY CODE: 760-44-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: DESCRIPTION: TRACTOR - SKIP LOADER - TIER IV - DIESEL - SPECS  MAKE/MODEL OFFERED: NEW HOLLAND/U80C  DELIVERY: 180 DAYS ARO / PRICES, TERMS & CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION# RFB-IS-15200316		2.00000	EA	\$65,917.000000	\$ 131,834.00  \$ 11,865.06
LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: <a href="http://lacovss.lacounty.gov">http://lacovss.lacounty.gov</a> Go to the portal home page to find out more about the benefits to vendors who do business with the County.						
COUNTY OF LOS ANGELES						

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

PRICE SHEET	PURCHASE ORDER
ORDER NO: PO-PK-15321965-1	

VENDOR NO: 114467 VENDOR : SCOTT EQUIPMENT	PAGE <b>2</b>
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	<p>ADDITIONAL SHIPPING INFORMATION :</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-15200316.</p>				
2	<p>COMMODITY CODE: 760-44-00-0000000</p> <p>SUPPLIER PART NO:</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION: Cal.Tire Recycling Fee</p> <p>ADDITIONAL SHIPPING INFORMATION :</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-15200316.</p>	8.00000	EA		<p>\$ 0.00</p> <p>\$ 0.00</p>

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE



STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-PK-15321965-1
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VENDOR NO: 114467 VENDOR : SCOTT EQUIPMENT	PAGE <b>3</b>
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**COUNTY OF LOS ANGELES  
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By \_\_\_\_\_

This certificate is applicable only when signed by an authorized person.

**TERMS AND CONDITION OF PURCHASE**

- 1. CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
- 2. DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
- 3. INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.
- 4. PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.
- 5. PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-PK-15321965-1
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VENDOR NO: 114467 VENDOR : SCOTT EQUIPMENT	PAGE 4
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6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

7. **CANCELLATION:** Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

8. **HAZARDOUS MATERIALS:** Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. **COVENANT AGAINST GRATUITIES:** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 **CONFLICT OF INTEREST:** 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-PK-15321965-1
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VENDOR NO: 114467 VENDOR : SCOTT EQUIPMENT	PAGE 5
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13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

- a. Vendor has materially breached the Purchase Order; or
- b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives

16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

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19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability. Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

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27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW; The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela\\_org](http://www.babysafela_org) for printing purposes.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.

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TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code. the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

Attachment: LA County Parks & Rec - Purchase Order - Scott Equipment [Revision 1] (2095 : AWARD TO SCOTT EQUIPMENT FOR THE

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D. Current prevailing wage rates may be obtained at:

[www.dir.ca.gov/DLSR/PWD/Apprentice.htm](http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm)

Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

(415) 703-4810

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject tot he provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the

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Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

**ASSIGNMENT BY CONTRACTOR**

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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# SCOTT EQUIPMENT

14635 VALLEY BLVD  
FONTANA, CA 92335

## QUOTATION

DATE: 8/1/2016

**CUSTOMER:** City of Moreno Valley  
15670 Perris Blvd  
Moreno Valley, CA 92552

**CONTACT:** Joe Mattox

**EMAIL:** josephm@moval.org

**OFFICE:** 951-413-3166

**FAX:** 951-413-3185

**CELL:** 0



**SALESPERSON:** Chuck Paramo  
**OFFICE:** (909) 822-2200  
**FAX:** (909) 822-4850  
**CELL:** (951) 821-1169

SHIP VIA: F.O.B. FONTANA, CA

PRICES BELOW ARE GOOD FOR 10 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<p>Stock # TBD Serial # TBD</p> <p>2016 NEW HOLLAND U80C TRACTOR LOADER SCRAPER T4 FINAL</p> <p>Unit Includes: 12x16.5 10PR Lug Tread Front Wheels, 19.5Lx24 10PR R4 Rear Wheels, Vinyl Seats w/ Mech Susp &amp; Armrests, Dual Tilt w/Holding Valve, Jump Start Battery, Dual Batteries, Engine Block Heater, Hand Throttle, Additional Rear Counterweight, 82" 4X1 Bucket w/Cutting Edge, 84" Gannon Dual Tilt Scraper Box.</p> <p>SEE ATTACHED FOR A COMPLETE LIST OF SPECIFICATIONS</p> <p>FINANCING AVAILABLE O.A.C</p> <p>Piggy-Back price on LA County Parks and Rec PO-PK-15321965-1</p> <p>Attachments</p> <p>Description Equip and/or Serial Number</p> <p>ONE YEAR FULL FACTORY WARRANTY IN OUR SHOP **FULL LINE OF PARTS, SERVICE &amp; ON SITE SERVICE TRUCKS</p>	\$ 65,917.00	\$ 65,917.00

Purchase Order # \_\_\_\_\_ Company \_\_\_\_\_

Date: \_\_\_\_\_ Signature/ Title: \_\_\_\_\_



SUBTOTAL	\$ 65,917.00
TAX	\$ 5,273.36
0	\$ -
0	\$ -
DEP / DN PYMT	\$ -
<b>TOTAL</b>	<b>\$ 71,190.36</b>



## 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:** September 6, 2016

**TITLE:** AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF SIX PARKS MAINTENANCE MOWERS, ONE PARKS MAINTENANCE AERATOR AND FIVE PARKS MAINTENANCE UTILITY VEHICLES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award to Turf Star, Bermuda Dunes, CA, for the purchase of three 2016 Toro Greensmaster 3300 mowers, and
2. Award to Turf Star, Bermuda Dunes, CA, for the purchase of two 2016 Toro Groundsmaster 360 and 3500-D mowers, and
3. Award to Turf Star, Bermuda Dunes, CA, for the purchase of one 2016 Toro Reelmaster 5510-Dmower, and
4. Award to Turf Star, Bermuda Dunes, CA, for the purchase of one 2016 Toro ProCore 648 aerator, and
5. Award to Turf Star, Bermuda Dunes, CA, for the purchase of five 2016 Toro Workman HD utility vehicles, and
6. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Turf Star in the amount of \$385,027.23.
7. Authorize the City Manager to execute any subsequent related Purchase Order changes subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

## **SUMMARY**

This report recommends approval to purchase parks maintenance equipment for the replacement of the following existing equipment and vehicles, all of which are at the end of their useful life: one 2001, one 2002 and one 2003 Toro Greensmaster model mowers, two 2002 Toro Groundsmaster model mowers, and one 2001 Reelmaster model mower; one ProCore model aerator; and two 2007 Kubota utility vehicles, one 2002 and one 2005 Toro utility vehicles and one 1996 Cushman utility vehicle.

This purchase is funded through Capital Equipment Replacement funds appropriated within the General Fund, and was approved in the FY 2015/16 – 2016/17 Operating Budget by the City Council on June 23, 2015.

## **DISCUSSION**

The existing equipment and vehicles have exceeded their normal life cycle, are critical to parks maintenance operations, and in poor mechanical condition which would require expensive repairs due to years of heavy use. Replacements for these vehicles are imperative to maintain park maintenance services. The City Council approved an appropriation of \$2,547,650 for FY 2016/17 on June 23, 2015 for fleet replacement from account 1010-70-78-45370-660322. The City's fleet will remain at its current level, the six mowers, one aerator, and five utility vehicles being replaced will be retired and processed as surplus.

Although other park grounds manufacturers are available for competitive award, the Toro brand is best suited for the City. The reasons include:

1. Operator safety by utilizing familiar brand of vehicle.
2. Equipment design is one with which in-house Vehicle/Equipment staff has familiarity.
3. Parts and warranty repair consistency with a local available vendor.

Per the Moreno Valley Municipal Code, Section 3.12.260, where it is advantageous for the City and to the extent consistent with state law, the City Manager may authorize the purchase of 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. 624 § 1.7, 2003; Ord. 587 § 2.1 (part), 2001).

The National IPA Cooperative Purchasing Agreement – Contract #120535, was competitively solicited and awarded to Turf Star, vendor of park grounds and specialty equipment for park maintenance operations, on November 27, 2015 and expires on November 27, 2016. Staff believes the National IPA contract provides the most competitive pricing and highest quality equipment to the City, thereby offering the best value.

## ALTERNATIVES

1. Award to Turf Star, Bermuda Dunes, CA, for the purchase of three 2016 Toro Greensmaster mowers, two 2016 Toro Groundsmaster mowers, one 2016 Toro Reelmaster mower, one 2016 Toro ProCore aerator, and five 2016 Toro Workman utility vehicles; and authorize the Purchasing & Facilities Division Manager to issue a purchase order to Turf Star, Incorporated in the amount of \$385,027.23. **(Staff recommends this action as it is consistent with the best practice of replacing equipment that exceed their useful life to support a cost-effective fleet replacement/maintenance program and provide reliable equipment for City maintenance programs.)**
  
2. Do not award a purchase order in the amount of \$385,027.23 to Turf Star, Incorporated for the purchase of three 2016 Toro Greensmaster mowers, two 2016 Toro Groundsmaster mowers, one 2016 Toro Reelmaster mower, one 2016 Toro ProCore aerator, and five 2016 Toro Workman utility vehicles and direct staff on alternative actions. **(Staff does not recommend this action as this may result in excessive maintenance costs to maintain the existing equipment, which have exceeded their normal life-cycle, and result in related potential down-time of the parks maintenance programs supported by these equipment.)**

## FISCAL IMPACT

The City Council approved an appropriation of \$2,547,650 for FY 2016/17 on June 23, 2015 for fleet replacement. These funds are in account 1010-70-78-45370-660322. No additional appropriation is required.

## NOTIFICATION

N/A

## PREPARATION OF STAFF REPORT

Prepared By:  
Robert Lemon  
Maintenance & Operations Division Manager

Department Head Approval:  
Ahmad R. Ansari, P.E,  
Public Works Director, City Engineer

Concurred By:  
Gabriel Garcia  
Parks & Community Services Director

Concurred By  
Rix Skonberg  
Purchasing & Facilities Division Manager

## CITY COUNCIL GOALS

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

## ATTACHMENTS

- 1. Acceptance and Award - Toro Contract# 120535
- 2. Turf Star Quote

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/22/16 9:35 AM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 10:23 AM
City Manager Approval	<u>✓ Approved</u>	8/23/16 10:40 AM





## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
 P.O. BOX 27210, TUCSON, AZ 85726  
 (520) 837-4137  
 ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535  
 CONTRACT AMENDMENT NO.: FOUR (4)  
 PAGE 1 of 3  
 SA  
 CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

### GROUNDSKEEPING, GOLF AND SPORTS FIELD MAINTENANCE

1. Pursuant to Contract No. 120535, Special Terms and Conditions, Section 6, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2015 through November 26, 2016.
2. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

3. Paragraph 8 of the Special Terms and Conditions section is hereby replaced with the following paragraph:

**INSURANCE:**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
 P.O. BOX 27210, TUCSON, AZ 85726  
 (520) 837-4137  
 ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535  
 CONTRACT AMENDMENT NO.: FOUR (4)  
 PAGE 2 of 3  
 SA  
 CONTRACT OFFICER: JENN MYERS

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b> Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability Each Occurrence General Aggregate Per Project Products & Completed Operations Aggregate Personal and Advertising Injury Blanket Contractual Liability	  \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000
<b>II. Commercial Automobile Liability</b> Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	  \$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)<sup>1</sup></b> Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit	 Statutory \$1,000,000 \$1,000,000 \$1,000,000

<sup>\*1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
  2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF



### CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4137  
ISSUE DATE: APRIL 10, 2015

CONTRACT NO.: 120535  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 1  
SA  
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

### GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

- 1. Per the Scope of Work, Section C. Service Requirements, Item I. Financing, the following language shall be added to the contract:

Under the terms of this contract, the City or cooperative partners may lease, finance or use other lease/buy options to procure the products within this contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

*Peter Whitacre* 4-13-15  
Signature Date

Peter Whitacre, Sales Manager - State and Local Government  
Typed Name and Title

The Toro Company  
Company Name

8111 Lyndale Ave South  
Address

Peter.whitacre@toro.com  
Email Address

Bloomington MN 55420  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 13<sup>th</sup> DAY OF April, 2015, AT TUCSON, ARIZONA.

*Nathan Davis*  
As Director of Procurement and not personally

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF

# CONTRACT AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR  
TUCSON AZ 85726-7210

CONTRACT NO. 120535-01  
CONTRACT AMENDMENT NO. 2  
PAGE 1  
CONTRACT OFFICER: LLOYD B. WINDLE II/swb

THIS CONTRACT IS AMENDED AS FOLLOWS:

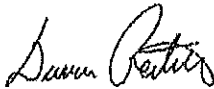
## GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

Pursuant to Contract Number 120535-01 Special Terms and Condition, Paragraph 6, the City is hereby exercising its option to renew the contract for the time period of **November 27, 2014** through **November 26, 2015**.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27<sup>th</sup> DAY



OF October, 2014, AT TUCSON, ARIZONA.

\_\_\_\_\_  
Signature 10/27/14  
Date

\_\_\_\_\_  
Darren Redetzke Vice President, Commercial Business  
Typed Name and Title

\_\_\_\_\_  
The Toro Company  
Company Name

\_\_\_\_\_  
8111 Lyndale Ave S  
Address

\_\_\_\_\_  
darren.redetzke@toro.com  
Email Address

\_\_\_\_\_  
Bloomington MN 55420  
City State Zip

  
\_\_\_\_\_  
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM

As Director of Procurement and not personally

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4105  
ISSUE DATE: October 2, 2013

CONTRACT NO.: 120535  
CONTRACT AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
SB  
CONTRACT OFFICER: LLOYD B. WINDLE, II

THIS CONTRACT IS AMENDED AS FOLLOWS:

## GROUNDSKEEPING, GOLF AND SPORTS FIELDS MAINTENANCE EQUIPMENT

Pursuant to Contract No. 120535-01, Special Terms and Conditions, Section 4, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2013 through November 26, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 15 DAY OF Oct, 2013, AT TUCSON, ARIZONA.

Darren Reetzke 10/15/2013  
Signature Date  
DARREN REETZKE Vice President  
Typed Name and Title

### THE TORO COMPANY

Company Name  
8111 Lyndale Av S.  
Address  
Darren.Reetzke@toro.com  
Email Address  
Bloomington, MN 55420  
City State Zip

Marcheta Gillespie  
Marcheta Gillespie, C.P.M., CPPO, CPPE, CPM  
as Director of Procurement and not personally

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF



**City of Tucson**  
Contract  
For  
Grounds Maintenance Equipment  
*With*  
The Toro Company

Effective: November 27, 2012

The following documents comprise the executed contract between the City of Tucson and The Toro Company, effective November 27, 2012:

- I. Signed Offer and Acceptance
- II. Negotiated Confirmation Letter dated November 9, 2012
- III. Toro's Response to Request for Best and Final Offer, October 29, 2012
- IV. Toro's Response to Request for Revise Offer, September 20, 2012
- V. Toro's Response to the Interview Agenda, September 6, 2012
- VI. Toro's Response to the Request for Proposal
- VII. The Terms and Conditions of the Request For Proposal, incorporated by reference

National Cooperative, Term and  
Renewal, Scope and Pricing  
language are found in the RFP

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 120535  
PAGE 34 OF 35  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

### OFFER AND ACCEPTANCE

#### OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

THE TORO COMPANY  
Company Name

8111 LYNDALE AV. S.  
Address

BLOOMINGTON MN 55420  
City State Zip

*[Signature]*  
Signature of Person Authorized to Sign

DARREN REDETZKE  
Printed Name

VICE PRESIDENT  
Title

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120535.

Approved as to form this 27<sup>th</sup> day of Nov, 2012.

CITY OF TUCSON, a municipal corporation  
Awarded this 26 day of November, 2012.

*[Signature]*  
As Tucson City Attorney and not personally

*[Signature]*  
As Director of Procurement and not personally

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF

November 9, 2012

Mr. Pete Whitacre  
The Toro Company  
8111 Lyndale Ave. S.  
Bloomington, MN 55420

*Sent this day via email to:*  
pete.whitacre@toro.com

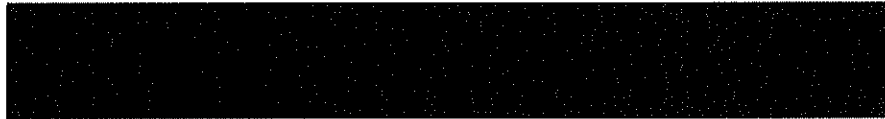
**RE: City of Tucson RFP #120535 – Groundskeeping, Golf and Sports Field  
Maintenance Equipment  
Negotiation Confirmation Letter**

Dear Mr. Whitacre:

Based on previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, The Toro Company must specify such in a written response to this request.

**A. Negotiated Items:**

The following agreement and clarifications have been made between the City of Tucson and The Toro Company with regard to Request for Proposal No. 120535.



2. Parts Pilot Program:
  - a. It is agreed that OEM and Performance Parts are included in this contract.
  - b. The pilot program is limited to the territory covered by Simpson Norton. If successful, the contract will be amended to add national coverage.
  - c. Additional details are contained in The Toro Company Revised Offer.
3. Price Lists: It is agreed that the discount off each product line is applied to the current MSRP. MSRP price lists are typically revised and published with an effective date of November 1.
4. Used Equipment: It is agreed that used equipment is included in the contract, but that no administrative fee is applicable. The authorized Toro distributors will provide pricing based on fair market value for available equipment.
5. Golf Irrigation: At this time, Golf Irrigation equipment is not included in the contract. The City is amenable to re-consider this product line during the term of the contract.
6. pCard: pCard is accepted for payment with a convenience fee allowable per Visa guidelines at the distributor level.
7. Payment Terms: Payment terms are Net 30. Late fees may be applicable.
8. Field Day: It is agreed that the City of Tucson's Toro Distributor shall conduct an annual field day for the City of Tucson to include in general a demonstration of equipment, education programs, training programs, etc. Similar programs could be provided by other participating Toro distributors for their respective agencies.

**B. Order of Precedence:**

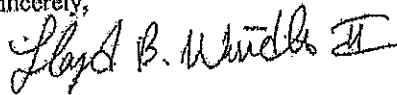
The following documents comprise the order of precedence of the executed contract.

1. Negotiated Confirmation Letter dated ~~October 30, 2012~~ *November 9, 2012*
2. Firm's Response to Request for Best and Final Offer
  - a. The Toro Company Best and Final Offer email and attachment dated October 29, 2012.
3. Firm's Response to Request for Revised Offer
  - a. The Toro Company Revised Offer Response email and attachment dated September 20, 2012.
4. Firm's Response to Interview Agenda
  - a. The Toro Company Interview Agenda Response email and attachment dated September 6, 2012.
5. Firm's Response to Request for Proposal
  - a. The Toro Company Request for Proposal Response.

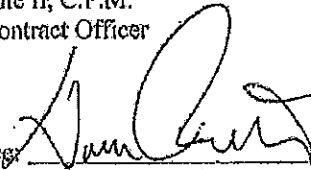
Your response to this letter must be received by the City's Department of Procurement on or before November 13, 2012 at 4:00 PM local Arizona time.

The City of Tucson appreciates your interest in this contract. If you should have any questions, please do not hesitate to contact me at (520) 837-4105.

Sincerely,



Lloyd Windle II, C.P.M.  
Principal Contract Officer

Concurrence: 

Darren Redetzke, Vice President

Date: 11/12/2012

c: File No. 120535

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF

October 23, 2012

Mr. Pete Whitacre  
The Toro Company  
8111 Lyndale Ave. S.  
Bloomington, MN 55420

Sent this day via email to:  
pete.whitacre@toro.com

**RE: City of Tucson RFP #120535 – Groundskeeping, Golf and Sports Field  
Maintenance Equipment  
Request for Best and Final Offer**

Dear Mr. Whitacre:

Based on previous discussions and negotiations, this letter serves as a request for The Toro Company to submit a Best and Final Offer to include the items detailed below.

A. As stated in the negotiations meeting, Toro has asked the City to make concessions that include a lower administrative fee on whole goods and a lower administrative fee on parts, with the parts program initially limited to a pilot program within the territory covered by Simpson Norton. Toro is positioned well for increased sales and higher margin under this contract; however, Toro has not offered equal considerations to the City. Provide Toro's Best and Final Offer for the following items:

1. The Administrative Fee for Whole Goods.  
**As discussed in our negotiation meeting, Toro agrees to a 2% administration fee on Whole Goods.**
2. The Administrative Fee for Parts (both performance parts and OEM parts). Toro proposed 1.75%; however, considering Toro's risk is limited given the parts program is a pilot program and limited to the Simpson Norton territory, the City requests 2%.  
**For the pilot program limited to Simpson Nortons' territory Toro agrees to the 2% administrative fee. As with the entire parts pilot program this will be re-evaluated following the pilot period.**
3. The Discount offered for Whole Goods.  
**The discount offered in our initial proposal remains our Best and Final discount offering.**
4. Parts Program: Submit the minimum discount offered for performance parts.  
**The average discount for Performance Parts is 33%.**

B. Details of the following items will be included in the eventual Negotiations Confirmation letter. Include any revisions offered in Toro's Best and Final Offer.

1. Used Equipment: It is agreed that language will be added to indicate that used equipment will be offered. Used Equipment will not have an Administrative Fee.
2. Golf Irrigation: At this time, the City is not inclined to add this product line to the contract, but is amendable to re-reviewing during the term of the contract.
3. Credit Card: It is agreed that language will be added to indicate that late fees may be applicable.
4. Parts Program: It is agreed that language will be added to detail the agreed to pilot program for parts which includes defining tracking, reporting and the offered and accepted 10% discount for OEM parts.

Attachment: Acceptance and Award - Toro Contract# 120535 (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF



(800) 585-8001

www.turfstar.com

## City of Moreno Valley

Date 7/15/16

Quantity	Model #	Product	Price	Extended Price
2	04510	2016 Greensmaster 3300 TriFlex Hydraulic	\$30,972.79	\$61,945.58
2	07369	2016 Workman HD	\$20,337.24	\$40,674.48
1	07369	2016 Workman HD	\$24,805.82	\$24,805.82
1	30807	2016 Groundsmaster 3500-D (25hp Diesel Powered)	\$31,400.57	\$31,400.57
1	09200	2016 ProCore 648	\$22,700.55	\$22,700.55
1	03607	2016 Reelmaster 5510-D - 36.8 hp Tier 4-compliant Diesel w/ factory installed ROPS	\$55,748.46	\$55,748.46
1	04510	2016 Greensmaster 3300 TriFlex Hydraulic	\$38,906.97	\$38,906.97
2	07369	2016 Workman HD	\$19,136.75	\$38,273.50
1	31200	2016 Groundsmaster 360 4WD w/ 72"Deck and Flail	\$42,050.73	\$42,050.73
			Sub Total	\$356,506.66
			Tax	\$28,520.57
			Total	\$385,027.23

\* All Toro Equipment comes with a 2 year Warranty

\*\* National IPA Pricing: Contract 120535, IPA Membership required.

Attachment: Turf Star Quote (2094 : AWARD TO TURF STAR FOR THE REPLACEMENT PURCHASE OF TWELVE PIECE)



79-253 Country Club Drive  
Bermuda Dunes, CA 92203  
Fax (760) 345-4297

955 Beacon Street  
Brea, CA 92821  
Fax (714) 990-8729

5646 West Barstow Ave.  
Fresno, CA 93722  
Fax (559) 277-7123

2438 Radley Court  
Hayward, CA 94545  
Fax (510) 785-3576

11373 Sunrise Gold Circle  
Rancho Cordova, CA 95742  
Fax (916) 635-3448

2110 La Mirada Drive, Suite 100  
Vista, CA 92081  
Fax (760) 734-4285





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Terrie Stevens, Administrative Services Director

**AGENDA DATE:** September 6, 2016

**TITLE:** LIST OF PERSONNEL CHANGES

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

The attached list of personnel changes scheduled since the last City Council meeting 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:  
Terrie Stevens  
Administrative Services Director

Department Head Approval:  
Terrie Stevens  
Administrative Services Director

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. Personnel Changes

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/24/16 2:00 PM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 10:39 AM
City Manager Approval	<u>✓ Approved</u>	8/25/16 9:52 AM

**City of Moreno Valley  
Personnel Changes  
September 6, 2016**

**New Hires**

Jerardo Espinoza  
Maintenance Worker I, PW/Maintenance & Operations

**Promotions**

Mayra Robledo  
From: Senior Administrative Assistant, Fire Prevention  
To: Executive Assistant I, Financial & Management Services

**Transfers**

None

**Separations**

None



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marie Macias, Interim City Clerk

**AGENDA DATE:** September 6, 2016

**TITLE:** 2016 SUMMER AT CITY HALL PROGRAM UPDATE

---

### **RECOMMENDED ACTION**

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

1. Receive information about the Moreno Valley 2016 Summer at City Hall Program.

### **SUMMARY**

This report provides a briefing about the activities and results of the inaugural Summer at City Hall youth development program in partnership with the Val Verde Unified School District.

### **DISCUSSION**

On February 2, 2016, the City Council approved Joint Resolution No. 2016-06 with Val Verde Unified School District establishing the Summer at City Hall Program (S@CH).

The purpose of the S@CH cooperative summer youth program was to:

- Provide youth with more opportunities to develop leadership and career ready skills
- Foster interest in, and provide the tools to be civically engaged
- Teach youth how to use their voice to advocate for themselves and others

The City provided overall program development, meeting facilities and a \$300 stipend per student. Val Verde Unified School District provided program instructors, lunch, Chromebooks and five additional credits toward graduation.

2016 Program Overview

Out of 28 applicants, 14 students were selected via an application and interview process. Of the 14 students, 13 students completed the 6 week program.

The students participated in class four days per week with two of those days also including internships with various City departments. Generally speaking students learned about the importance of, and how to develop soft skills, active citizenship, government structure, research and advocacy, leadership, and financial literacy.

Working in groups, students identified areas of interest, either at school or in the community, that they felt could be improved by advocating for change. Advocacy projects ranged from improving awareness of certain school resources on campus to interest in issues surrounding homelessness.

Students benefitted from guest speakers from professionals in the community and at City Hall. They also toured the Police Department, Emergency Operations Center, Animal Shelter, and the Conference and Recreation Center.

The post program survey indicates that the program overall was positive and the students generally feel that they have developed an appreciation for the role of local government and are better prepared to be active in their schools and in the community.

Planning for the summer of 2017 will begin in October 2016.

**FISCAL IMPACT**

<u>Expenditure</u>	<u>Purpose</u>	<u>Account</u>
3900.00	Stipends	1010-99-99-91010-700234
170.51	Program Notebooks	1010-10-01-10010-630210
273.20	Program Reception/ Certificate Ceremony	1010-10-01-10010-620620

**PREPARATION OF STAFF REPORT**

Prepared By:  
Shanna Palau  
Management Analyst

Department Head Approval:  
Marie Macias  
Interim City Clerk

**CITY COUNCIL GOALS**

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

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

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/18/16 1:55 PM
City Attorney Approval	<u>✓ Approved</u>	8/24/16 10:45 AM
City Manager Approval	<u>✓ Approved</u>	8/25/16 9:55 AM



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** September 6, 2016

**TITLE:** FILLING THE PLANNING COMMISSION VACANCY

---

### **RECOMMENDED ACTION**

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

1. Appoint an Alternate Planning Commissioner to fill the vacant Planning Commissioner position with a Term expiring March 31, 2017.
2. Authorize the City Clerk, if the vacancy is not filled, to advertise the vacant Planning Commissioner position for appointment at a future date.
3. Authorize the City Clerk, if the vacancy is filled, to advertise the Alternate Planning Commissioner vacancy with a Term expiring April 28, 2017, for appointment at a future date.

### **SUMMARY**

This report recommends the City Council appoint an Alternate Planning Commissioner to fill the recently vacated Regular Planning Commissioner position through the remainder of the unfinished Term and, upon appointment of an Alternate Planning Commissioner to the position, to direct the City Clerk to advertise the vacancy for the Alternate Planning Commissioner for consideration at a subsequent date.

### **DISCUSSION**

A vacancy has been created on the Planning Commission due to the resignation of Commissioner Meli Van Natta who has moved out of the City. Commissioner Van Natta's last meeting on the Commission was July 28th and her notice of resignation, received on July 27th, noted that her resignation would be effective immediately after the meeting of the 28th. Commissioner Van Natta's term was scheduled to end on March 31, 2017.



At the City Council meeting of August 16, 2016, the City Council discussed this matter in greater detail including consideration of various presented alternatives to fill the vacancy to ensure Planning Commission business continues to be conducted in an effective and efficient manner. Upon considerate discussion of the matter, the City Council voted to select Alternative #3 presented in the written August 16<sup>th</sup> staff report, which stated the following:

*Find that the interest and purpose of adopting Ordinance 890 was intended to result in the selection of alternate Commissioners who would be at the ready to fill unscheduled Commissioner vacancies; and appoint one of the Alternate Commissioners to fill the regular Commissioner vacancy through March 31, 2017, which is the remainder of the unfinished Term. This option would result in creating a vacant Alternate Commissioner position and would warrant additional direction from the City Council on how to proceed in filling that vacancy.*

The City Council directed staff to return with this item at this subsequent City Council meeting to conclude the selection and appointment process of one of the two Alternate Planning Commissioners (Erlan Gonzalez or Lori Nickel) to the vacant Regular Planning Commissioner position.

### **ALTERNATIVES**

None

### **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action as presented in this Staff Report.

### **NOTIFICATION**

Publication of the Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Richard J. Sandzimier  
Planning Official

Department Head Approval:  
Allen Brock  
Community Development Director

### **CITY COUNCIL GOALS**

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

**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**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/24/16 2:01 PM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 1:17 PM
City Manager Approval	<u>✓ Approved</u>	8/25/16 9:57 AM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Terrie Stevens, Administrative Services Director

**AGENDA DATE:** September 6, 2016

**TITLE:** REVIEW AND APPROVAL OF REVISED POSITION CONTROL

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### **RECOMMENDED ACTION**

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

1. Approve the reclassification of the Deputy Public Works Director/Assistant City Engineer to Capital Projects Division Manager/Assistant City Engineer and approve the corresponding job description.
2. Approve the retitling of the Senior Citizens Center Coordinator and Recreation Programs Coordinator classifications to Community Services Coordinator.
3. Approve the defunding of the Management Analyst (when the position becomes vacant) and refunding of the Facilities Maintenance Supervisor position in the Administrative Services Department, Purchasing & Facilities Division.
4. Approve Position Control Roster modifications based on any/all Council approvals of recommended actions outlined in this report. Specific positions are discussed within this staff report.

### **SUMMARY**

To better align staffing with mission requirements and generate cost savings, this report requests position control adjustments to include reclassifying a vacant position in Public Works (Capital Projects Division Manager/Assistant City Engineer), retitling two positions in Parks & Community Services (Community Services Coordinator), and replacing a position (Management Analyst) with another position (Facilities Maintenance Supervisor) in the Administrative Services Department.

No salaries would be increased as a result of these recommended actions. Instead, the

recommended changes would generate an annual savings of \$126,600.

**DISCUSSION**

The Position Control Roster as amended by the City Council serves as an important internal control tool for the City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded approved positions. As a result of operational changes, several positions are being recommended for adjustment to meet current and projected workload demands while generating budget savings.

**Public Works:** The Deputy Public Works Director/Assistant City Engineer position in the Public Works Department is proposed to be reclassified to Capital Projects Division Manager/Assistant City Engineer. This position is currently vacant, providing an opportunity to decrease the pay scale to achieve cost savings and internal realignment with comparable positions. This division manager position supervises and manages the operation of professional engineers, analytical and clerical staff who serve in the Capital Projects Division. It also provides acting capacity for Public Works Director/City Engineer authority should the department head be absent. While the proposed reclassification of the position results in considerable salary savings by refining its pay scale, it does not impact the job duties and expectations under this position. Salary grade would move from C37 to C34. The growing expectation for timely, efficient and fiscally responsible delivery of the City’s Capital Improvement Program projects necessitates timely recruitment for this vacant position upon Council approval of the recommended revision.

**Parks & Community Services:** Staff proposes retitling two job classifications in the Parks & Community Services Department from Senior Citizen Center Coordinator and Recreation Programs Coordinator to the more generic job classification of Community Services Coordinator. Creating a more comprehensive job title will allow greater flexibility in assigning staff based on current and projected needs of the department. Salary grade remains at C18.

**Administrative Services Department:** A projected vacancy (due to retirement) allows the opportunity to defund a Management Analyst position and replace it with a Facilities Maintenance Supervisor classification. The recommended change would re-focus the position on leading and performing maintenance activities while generating salary savings. Salary grade would move from C24 to C23.

The following table provides a summary of position change:

Department / Position Title		FY 2016/17 Adj.	Budget Impacts
<b>Public Works</b>	Capital Projects Division Manager/Assistant City Engineer (Reclassification)	DM 1	(\$104,300)
	Deputy Public Works Director/Assistant City Engineer	DM (1)	
<b>PCS</b>	Community Services Coordinator (retitled)	PAM 3	NA

	Senior Citizen Center Coordinator	PAM	(1)	
	Recreation Programs Coordinator	PAM	(2)	
<b>Admin Svcs</b>	Facilities Maintenance Supervisor	PAM	1	(\$22,300)
	Management Analyst	PAM	(1)	

**ALTERNATIVES**

1. Reclassify the Deputy Public Works Director/Assistant City Engineer to Capital Projects Division Manager/Assistant City Engineer and approve the corresponding description; retitle the Senior Citizens Center Coordinator and Recreation Programs Coordinator classifications to Community Services Coordinator; defund the Management Analyst (when the position becomes vacant) and refund the Facilities Maintenance Supervisor position; approve Position Control Roster modifications based on any/all Council approvals of recommended actions. *Staff recommends this alternative as it will better align staffing with mission requirements and generate cost savings.*
2. Do not approve the recommended position changes. *Staff does not recommend this alternative as it would not enhance alignment of staffing with mission requirements and would not generate cost savings.*

**FISCAL IMPACT**

Fund	GL Account (GL)	Type (Rev/Exp)	Salary/Benefit Savings
1010	7310-18-40-various	Exp	\$ 22,300
1010	1010-70-77-45220	Exp	\$104,300
	<b>TOTAL SAVINGS</b>		<b>\$126,600</b>

**NOTIFICATION**

Publication of the agenda. Staff has met and conferred with the Moreno Valley Management Association regarding proposed changes relating to the MVMA bargaining unit.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Bridgette Montgomery  
Senior HR Analyst

Department Head Approval:  
Terrie Stevens  
Administrative Services Director

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

1. Capital Projects Division Manager/Assistant City Engineer Job Classification

- 2. Community Services Coordinator Job Classification
- 3. Facilities Maintenance Supervisor Job Classification

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/22/16 4:21 PM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 1:13 PM
City Manager Approval	<u>✓ Approved</u>	8/23/16 5:11 PM

City of Moreno Valley

Date Council Approved \_\_\_\_\_

Date Effective \_\_\_\_\_

**CLASS SPECIFICATION**  
**Capital Projects Division Manager/Assistant City Engineer**

**GENERAL PURPOSE**

Under policy direction, plans, organizes, directs, manages, oversees and integrates the operations and staff of the Capital Projects division; provides expert professional advice and assistance to City officials and management staff in areas of expertise, including engineering plan review and capital improvement planning, design and implementation; serves as the Assistant City Engineer; and performs related work as required.

**DISTINGUISHING CHARACTERISTICS**

This single position class is responsible for planning, directing, managing and integrating the operations of the Capital Projects division within the Public Works department, providing a wide variety of functions and programs related to engineering plan review and capital projects planning and implementation. The incumbent exercises significant authority and independence in implementing a broad range of professional and technical engineering services and programs in coordination with other City executives and managers. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

**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. Plans, organizes, controls, manages and evaluates the work of the Capital Projects division; with subordinate managers and supervisors, participates in establishing operational plans and initiatives to meet division goals and objectives; implements division plans, work programs, processes, procedures and policies required to achieve overall division performance results; coordinates and integrates division functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against annual division budgets.
2. Participates with other managers in establishing strategic plans for the Public Works department; sets overall management and policy goals and objectives for multiple divisions; coordinates division program and policy issues with managers of other divisions and departments and/or on a City-wide basis.
3. Plans and evaluates the performance of managers, supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to



address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures and labor contract provisions.

4. Provides day-to-day leadership and works with managers, supervisors and staff to ensure a high performance, customer service-oriented work environment which supports achieving City objectives and service expectations; provides leadership and participates in programs and activities that promote a positive employee relations environment.
5. With other members of the executive management team, participates in the development and implementation of public works strategic and business plans, goals and objectives; leads and directs division staff in the development and application of new processes and technologies to achieve higher efficiency, productivity and customer service in division work processes.
6. Directs, manages, organizes and integrates Capital Projects division operations, activities and programs in compliance with accepted federal, state and local standards and regulations governing engineering plan review and capital projects design, implementation and administration; evaluates and monitors division work capacity and the quality of division work products.
7. Serves as the Assistant City Engineer; as directed by the Department Director, advises and provides technical assistance to the City Council, City Manager, division staff and others on capital projects issues; assembles necessary resources to solve a broad range of programmatic and service delivery problems in the delivery of capital projects programs and services; assists in the preparation of new City ordinances and the revision of existing ordinances.
8. Represents the City with other public and governmental agencies, community and business organizations, citizens, the media and the public; promotes communication and understanding of City capital projects operations, policies and goals by attending and participating in various meetings, committees and task forces, internally and in the public arena; delivers presentations and prepares reports summaries for City Council meetings; responds to and provides information to external agencies and citizens as required; participates and provides review and recommendations for Developer Project Design Review Committees and Planning Commission meetings.
9. Reviews and recommends approval on a variety of capital projects documents, including contracts, staff reports, project plans and specifications, agreements, conveyance of easements, acquisition of rights-of-way, publications and briefings; approves federal, state and local grant funding applications and directs the administration of grant funds.
10. Directs and participates in the preparation of a variety of studies and reports related to current and long-range capital projects goals and develops recommendations to meet these goals; plans and directs project management activities for a variety of capital improvement projects.
11. Coordinates and participates in the selection of consultants for division projects; oversees and coordinates the work of consultants engaged in capital projects; works with contractors, engineers, developers and others to resolve conflicts and facilitate solutions.
12. Ensures adequate division staff coverage and approves staff leave requests; reviews and approves timesheets to ensure correct time and project reporting; identifies and recommends approval of

training classes for division staff; meets with staff to discuss and resolve outstanding issues; conducts regular division staff meetings.

13. Researches and assembles information from a variety of sources for the preparation of division records and reports; supervises and ensures the maintenance of the maintenance of division records.
14. Monitors professional and emerging technology developments in areas of responsibility and evaluates applicability to City processes; analyzes proposed state and federal law, regulations, legislation and court decisions for their impact on City practices and operations; recommends and implements policy and procedure changes consistent with requirements; directs or conducts research and analysis of the City's needs and requirements in assigned areas of responsibility, recommends appropriate actions and implements programs.

## QUALIFICATIONS

### Knowledge of:

1. Theory, principles, practices and techniques of civil engineering, engineering plan review, construction inspection, capital projects and project management as they apply to a public agency.
2. Principles and practices of municipal public works administration, planning and design.
3. Methods, materials and techniques for the design and construction of public works projects.
4. Theory, principles, practices and techniques of automated mapping and geographic information systems.
5. Federal, state and local laws, regulations and technical requirements applicable to assigned areas of responsibility.
6. Principles and practices of public administration, including budgeting, purchasing, contract administration and maintenance of public records.
7. Research methods and analysis techniques.
8. Safety principles, requirements and procedures pertaining to division work practices.
9. Principles and practices of sound business communication.
10. Principles and practices of effective management and supervision.
11. City human resources policies and procedures and labor contract provisions.

### Ability to:

1. Plan, direct, manage, coordinate and integrate the work of multiple divisions providing engineering plan review, construction inspection and capital projects services.

2. Define complex management, fiscal, budget and strategic planning issues, perform difficult analyses and research, evaluate alternatives and develop sound conclusions and recommendations.
3. Understand, interpret, explain and apply federal, state and local policy, law, regulations and court decisions applicable to areas of responsibility.
4. Present proposals and recommendations clearly, logically and persuasively in public meetings.
5. Represent the City effectively in negotiations and other dealings on a variety of difficult, complex, sensitive and confidential issues.
6. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
7. Exercise sound, expert independent judgment within general policy guidelines.
8. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
9. Establish and maintain effective working relationships with all levels of City management, the City Council and Planning Commission, other governmental officials, consultants, vendors, developers, contractors, employees, the public, the media 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 four-year college or university with a major in civil engineering or a closely related field; and at least nine years of professional public works experience, at least four of which were in a supervisory or project management capacity; or an equivalent combination of training and experience.

#### **Licenses; Certificates; Special Requirements:**

Current, valid certification as a Professional Civil Engineer by the State of California.

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, the employee is 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, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with all levels of City management, the City Council and Planning Commission, other governmental officials, consultants, vendors, developers, contractors, employees, the public, the media 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.

The employee works under typical office conditions, and the noise level is usually quiet.

City of Moreno Valley

Date Adopted: \_\_\_\_\_

**CLASS SPECIFICATION**  
**Community Services Coordinator**

**GENERAL PURPOSE**

Under general supervision, participates in planning, coordinating, implementing, promoting and overseeing various recreational activities and programs, including but not limited to the following areas: youth and adult sports, aquatics, tiny tots and day camps, after-school and teen recreation, special events, family and senior services, and contract classes; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

-Community Services Coordinator oversees implementation of a variety of recreation and community services programs that provide service to the community. Community Services Coordinator is distinguished from Community Services Supervisor, which is responsible for planning, directing and supervising the activities and staff of a City-wide recreation and/or community service program, while the Coordinator assists the supervisor or other division managers and carries out responsibilities within assigned areas of the program.

**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. Participates in planning, coordinating, implementing, promoting and supervising assigned recreational programs.
2. Participates in the identification, planning, development and implementation of new or modified programs that promote and enhance the mission, goals and objectives of the department.
3. Trains, supervises and evaluates Recreation Leader and Recreation Aide staff and volunteers.
4. Provides lead work guidance and direction to other staff and volunteers; provides training and coaching; develops and coordinates staff schedules; maintains a positive and productive work environment; provides input on staff performance evaluations.
5. Performs public relations duties to sustain participant registration numbers; attends community meetings and makes presentations regarding programs offered to the community.
6. Recruits and coordinates recreation contractors for designated, self-sustaining classes; evaluates effectiveness of class by assessing previous program participation and participant comments; handles payments, participant transfers, customer complaints and compliments.
7. Creates, produces and distributes a variety of publications for public distribution and information, including flyers, newsletters, brochures and posters regarding recreation activities.

8. Contributes to the development and administration of the annual program budget within assigned areas of responsibility; monitors program revenues and expenditures.
9. Assists in development, compilation, generation and maintenance of financial, statistical and other program reports and records, including revenue, expenditures and program performance indicators; maintains and updates records for registrations and fees collected; develops and writes complete, accurate and concise written reports and correspondence.
10. Oversees development of curriculum for and presentation of preschool instructional classes that provide basic educational tools for kindergarten.
11. Assesses and participates in determining equipment and supply needs; within budget guidelines and necessary management approval, purchases equipment and supplies; supervises distribution; and maintains inventory of supplies.
12. Coordinates and schedules usage of recreation facilities; ensures a safe environment is maintained at recreation venues.

## QUALIFICATIONS

### Knowledge of:

1. Principles and practices of recreation and leisure activities.
2. Basic principles, methods and practices of budget development, preparation and administration.
3. Basic safety issues associated with the care of participants; CPR and first-aid practices and training.
4. Federal, state and local laws and regulations applicable to assigned areas of responsibility.
5. Basic principles, practices and techniques of effective employee supervision and training.
6. Methods and techniques used in customer service and public relations.

### Ability to:

1. Participate in planning, organizing, directing, coordinating and evaluating assigned programs, projects and events.
2. Participate in the development and administration of program goals, objectives and procedures.
3. Understand and apply administrative and departmental policies and procedures as well as pertinent federal, state and local laws, codes and regulations.
4. Maintain comprehensive recordkeeping and reporting systems.
5. Assess the effectiveness of daily program activities and operations.
6. Prepare clear, concise and comprehensive reports, correspondence and other written material.
7. Use basic office business machines including personal computers.

8. Communicate effectively, clearly and concisely, both orally and in writing.
9. Represent the City effectively in meetings with community groups, the media and the public.
10. Deal effectively with diverse members of the community and deal with dissatisfied or abusive persons.
11. Establish and maintain effective working relationships with participants, assigned staff, other City and department employees, 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 high school, or G.E.D. equivalent; and at least two years of experience performing general administration and program coordination work in connection with recreation and leisure activities; or an equivalent combination of training and experience. Bachelor's Degree from an accredited college or university in public administration, recreation, leisure services, or a closely related field is desirable.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

CPR and first-aid certificates obtained within six months of date of hire.

**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 and hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision, distance vision, peripheral 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 skills; read and interpret information and documents; analyze and solve problems; use basic mathematics; perform work on multiple tasks, work with constant interruptions and interact with participants, assigned staff, other City and department employees, 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.

Employees normally work in an office setting, and the noise level is usually quiet. Occasionally, incumbents may also operate in a program facility or field environment where the noise levels may be moderately high. The employee may occasionally be required to work in outside conditions exposed to wet and/or humid conditions, where the noise level may be loud. Attendance at night and weekend meetings may be required.

City of Moreno Valley

Date Council Approved \_\_\_\_\_

Date Effective: 9/20/2016

**CLASS SPECIFICATION**  
**Facilities Maintenance Supervisor**

**GENERAL PURPOSE**

Under direction, plans, schedules and supervises facilities maintenance crews engaged in maintaining the City's facilities in a safe and aesthetically pleasing manner for staff and the public's use and enjoyment; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

Facilities Maintenance Supervisors are responsible for planning, scheduling, supervising and evaluating the work of assigned the facilities maintenance crew. Incumbents inspect and assess facility maintenance needs and plan and estimate requirements to address these needs. Duties and responsibilities are carried out with considerable independence within the framework of established policies, procedures and guidelines.

**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. Plans, organizes and supervises the work of assigned staff; with staff, develops, implements and monitors work plans to achieve assigned goals and objectives; contributes to the development and monitoring of performance against the annual facilities maintenance budget; participates in developing, implementing and evaluating work programs, plans, processes, systems and procedures to achieve City goals, objectives and performance measures consistent with the City's quality and service expectations.
2. Plans and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; subject to management concurrence, takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's human resources policies and labor contract provisions.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the City's and the department's objectives and service expectations; provides leadership and participates in programs and activities that promote a positive employee relations environment.
4. Plans, schedules, inspects and evaluates the work of skilled and semi-skilled personnel engaged in the construction, maintenance and improvement of City facilities.

5. Assesses the maintenance needs of facilities and plans and schedules work as required; estimates labor, material and equipment requirements for assigned work and projects; requisitions parts, tools, equipment and material for assigned work and projects.
6. Provides technical assistance to staff, vendors and others regarding the maintenance and care of facilities.
7. Prepares clear and concise field reports; maintains computerized work order records system of staff activities and progress.
8. Assists in developing and assembling documents for public bid processes for construction or maintenance contracts.
9. Oversees and supervises the work of outside firms providing contract maintenance in facilities; act as Project Manager for Facilities Maintenance projects as needed.
10. Coordinates work with other staff, division, bureaus and agencies.
11. Responds to complaints by telephone or in person.
12. Carries out the City's safety program for the division; ensures assigned personnel follow safety practices in work methods and procedures; educates assigned personnel on rules, regulations, codes, safe work habits and potential hazards presented by their work environment.
13. Reviews and approves invoices submitted by contractors and vendors; approves staff purchases

#### **OTHER DUTIES**

1. Review plans and blueprints for accurate application of City needs and requirements.
2. Oversees the division tools, supply and surplus material storage and activities.

#### **QUALIFICATIONS**

##### **Knowledge of:**

1. Principles, practices, techniques, methods, equipment and tools used in facilities maintenance, including maintenance of commercial buildings and grounds, building components including HVAC and other mechanical items, proper plumbing and electrical procedures and applications, interior and exterior lighting and alarm systems.
2. Methods and techniques of commercial building operations, repair and maintenance.
3. Methods of building energy efficiency.
4. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility including the application of ADA requirements.
5. City safety policies and procedures and safe work practices.

6. Methods and practices of work scheduling.
7. Uses and operations of computers and standard business software.
8. Principles and practices of effective supervision.
9. City human resources policies and procedures and labor contract provisions.

**Ability to:**

1. Plan, organize, supervise, assign, inspect and evaluate the work of others; develop and implement work standards.
2. Organize, set priorities and schedules and exercise sound independent judgment within areas of responsibility; calculate staffing, equipment and materials requirements.
3. Interpret and work with blueprints, diagrams and sketches.
4. Communicate clearly and concisely, both orally and in writing.
5. Prepare clear, concise and comprehensive records of work completed, correspondence, reports and other written materials.
6. Train others in the performance of skilled facilities maintenance duties and equipment operation.
7. Understand and carry out oral and written instructions.
8. Operate light and heavy equipment used in the scope of work projects and train others in its usage.
9. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
10. Establish and maintain effective working relationships with members of the public, staff 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 high school or G.E.D. equivalent; supplemental training and education in the field of building maintenance, construction or a closely related field; and six years of progressively responsible experience in facilities maintenance, at least two of which were in a lead capacity; or an equivalent combination of training and experience.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

A Building Operator certificate is desirable, but not required.

## 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, the employee is regularly required to sit; stand and walk; 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 climb or balance, stoop, kneel, crouch or crawl and lift up to 25 pounds.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision and the ability to adjust focus.

### Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math/mathematical reasoning; perform highly detailed work under changing deadlines on multiple concurrent tasks, and interact with City managers and staff, 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 both in indoor and outdoor working environments. Under typical office conditions, the noise level is usually quiet. When working in outside conditions, the employee may be exposed to wet and/or humid conditions, where the noise level may be loud.



## 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:** Gabriel Garcia, Parks & Community Services Director

**AGENDA DATE:** September 6, 2016

**TITLE:** APPROVE THE FIRST REVISION TO GENERAL MANAGEMENT POLICY #2.44 TO INCLUDE A SECOND OPTION FOR OFFICIAL CITY GROUPS DESIGNATION, DESIGNATE THE MORENO VALLEY CULTURAL ARTS FOUNDATION AS AN OFFICIAL CITY GROUP, AND APPROPRIATE SPONSORSHIP FUNDING

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### **RECOMMENDED ACTION**

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

1. Approve the first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," to allow a second option for "Official City Groups" designation.
2. Designate the Moreno Valley Cultural Arts Foundation as an Official City Group under the second option for the Vanguard Art Gallery/Museum.
3. Approve a Fiscal Year 2016/2017 budget appropriation of \$5,000 from the Community Services District Zone A fund balance for the Official City Group sponsorship of the Moreno Valley Cultural Arts Foundation.

### **SUMMARY**

This report recommends the first revision to General Management Policy #2.44, Assistance to Cultural and Performing Groups Designated "Official City Groups," to allow the City Council a second option for designating non-profit Moreno Valley

community-based groups as “Official City Groups” which provide 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, consider Official Group sponsorship for the Moreno Valley Cultural Arts Foundation for the Vanguard Art Gallery/Museum.

## **DISCUSSION**

There are two non-profit Moreno Valley community-based cultural and performing arts groups which have been designated as “Official City Groups” by the City Council. The first is the Moreno Valley Community Band, which received the designation on November 13, 1990. The second is the Moreno Valley Master Chorale, which received the 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 of these two groups 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 Moreno Valley Cultural Arts Foundation (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. At the direction of the City Manager, the Parks and Community Services Department researched the City’s sponsorship program for cultural and performing arts groups and provided an option for the City Council to consider in approving sponsorship funding for the MVCAF. The research resulted in a new Official City Group Sponsorship Agreement, which has been implemented with the Moreno Valley Community Band and Moreno Valley Master Chorale. It also identified recommended revisions to General Management Policy #2.44, which, if approved by the City Council, would allow for the MVCAF to be considered for designation as an Official City Group and thus eligible for sponsorship consideration.

On February 14, 2015, the MVCAF sponsorship request was placed on the City Council agenda and deferred to a future City Council meeting. In May 2016, the MVCAF requested another sponsorship of \$5,000 for which it is recommended that the MVCAF be recognized as an Official City Group, along with the Moreno Valley Master Chorale and Moreno Valley Community Band. The MVCAF offers events at which professional performances and art exhibitions are showcased at no cost to the community. An example is the First Annual Boundaries Bashfest ’16 which will be held at the Vanguard Art Gallery on Saturday, September 17, 2016. Additionally, the City envisions collaborative opportunities with the MVCAF on cultural, performing and visual arts events and activities which include, but not limited to, July 4<sup>th</sup> FunFest, Arts



Commission, Think Together after-school recreation, and senior services. It is recommended that MVCAF be recognized as an Official City Group based on MVCAF’s current and future special events, such as the 2016 Boundaries Bashfest, and future collaborative opportunities with the City of Moreno Valley, public agencies, and other local non-profit organizations which can mutually partner to offer cultural, performing and visual arts.

**ALTERNATIVES**

1. Approve the first revision to General Management Policy #2.44, designating Moreno Valley Cultural Arts Foundation as an Official City Group under the second option for the Vanguard Art Gallery/Museum, authorize sponsorship funding, and approve a \$5,000 budget appropriation from the CSD Zone A fund balance to the Community Services Contractual Services budget. *Staff recommends this alternative based on collaborative opportunities with the City of Moreno Valley, public agencies and other local non-profit organizations for events and activities pertaining to cultural, performing and visual arts benefitting Moreno Valley residents.*
2. Do not approve Alternative #1 and provide further direction to staff.

**FISCAL IMPACT**

Approving Alternative #1 authorizes a \$5,000 budget appropriation for FY 2016/2017 from the CSD Zone A fund balance to the Community Services Contractual Services Budget (GL Account #5011-50-58-35311-625099).

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

1. Policy 2.44 Adopted December 13, 2005
2. Parks and Community Services Proposed Policy #2 44 Redline

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/18/16 1:13 PM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 1:14 PM
City Manager Approval	<u>✓ Approved</u>	8/25/16 2:38 PM

**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

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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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demand for this consideration. Performance schedules will be developed at least six (6) months in 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 ~~that will~~ which may be provided to cultural and performing arts groups ~~that are~~ designated as “Official City Groups” by the City Council. Groups eligible for consideration by the City Council for ~~that Official City Group~~ designation must be 501(c~~3~~)3 non-profit Moreno Valley community-based performance groups comprised mostly of Moreno Valley residents that either (1) 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 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.

**POLICY:**

**I. Annual Assistance**

- A. Sponsorship. The City will provide each designated Official City Group with ~~a \$2,000 per year 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. ~~Benefiting g~~Groups must acknowledge in their public relations materials ~~and tickets~~ 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 ~~in Program 161~~ each fiscal year and is at the sole ~~option~~ discretion of the City Council.
- B. Campus Facility Availability. The City will ~~provide~~ make the Grand Valley Ballroom available up to six (6) days per year ~~when the banquet facility is available~~ for Official City Group performances open to the community. The ~~6~~ dates shall be non-prime time dates at the discretion of the City Parks and Community Services Department. The ~~dates will be made available to eligible city-based groups that can provide a performances or events must be~~ quasi-professional in quality and of sufficiently broad interest to 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~~ (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

Revised: 1/1//14

Approved by: City Council 12/13/05

Attachment: Parks and Community Services Proposed Policy #2 44 Redline (2247 : APPROVE THE FIRST REVISION TO GENERAL

**ASSISTANCE TO CULTURAL AND PERFORMING GROUPS DESIGNATED  
“OFFICIAL CITY GROUPS”**

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 Services Department sStaff 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 Parks and Community Services Department will work with ~~those the Official City Groups~~ requesting the facility to develop a rotation schedule ~~in the event there is excess demand for this consideration 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, ~~the~~ 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 City 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.

Revised: 1/1//14

Approved by: City Council 12/13/05

Attachment: Parks and Community Services Proposed Policy #2 44 Redline (2247 : APPROVE THE FIRST REVISION TO GENERAL



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** September 6, 2016

**TITLE:** ADOPT A NEIGHBORHOOD PROGRAM

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### **RECOMMENDED ACTION**

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

1. Create an Adopt A Neighborhood Program for the City of Moreno Valley;
2. Direct staff to publicize this new program to foster partnerships between neighborhood residents, churches, civic organizations, community based non-profits and businesses to leverage resources for the enhancement of our community.

### **SUMMARY**

At the request of Mayor Gutierrez and Council Member Jempson, staff submits this proposal to the City Council to establish an Adopt A Neighborhood program to foster partnerships between neighborhood residents, churches, civic organizations and businesses to leverage resources for the enhancement of our community.

### **DISCUSSION**

The Moreno Valley community has a wide variety of needs, some of which cannot be addressed by the City government alone. In many instances, social needs are most effectively met by non-governmental entities working directly with residents.

These non-governmental resources are sometimes referred to as "Social Capital," and their engagement is a hallmark of successful communities. The definition of Social Capital recognizes the network of social connections that exist between people and their shared values and the benefits derived therefrom. Moreno Valley is extremely fortunate to have a vast array of churches, civic organizations, community based non-profits and businesses uniquely suited to work with neighborhoods and residents to

enhance quality of life in specific areas.

Across the nation, communities collaborate through initiatives such as Adopt-A-Park, Adopt-A-Street, etc. These programs can be found in communities large and small, from New England to Southern California. Staff found examples in places as diverse as San Jose, Washington DC, Anaheim and Clarksburg (West Virginia) and Milwaukee. Closer to home, Victory Outreach Church has established ties with neighborhoods, partnering with other faith based organizations on issues of community concern.

As proposed, this program shares some objectives with Moreno Valley Unified School District's Adopt-a-School program, while building upon that foundation to engage our community in a much broader sense. Moreno Valley's program would engage local groups in a particularly meaningful way to benefit neighborhoods and the members of the community groups focusing their time and talents to help their fellow residents.

As envisioned by Mayor Gutierrez and Council Member Jempson, the Adopt A Neighborhood program would be extremely relevant to Moreno Valley. It would:

1. Directly engage community partners/churches in working with local residents to address issues of local concern;
2. Encourage a holistic approach (secular and spiritual) to address the needs of our community;
3. Recognize the City's community partners for their work with local residents;
4. Provide a structure that allows community partners to focus their limited resources in targeted areas;
5. Create an environment in which Moreno Valley's Social Capital will continue to thrive and can be applied to benefit the community as a whole.

The City's role would focus on linking neighborhoods with churches, civic organizations, community based non-profits and businesses to accomplish mutual objectives. The City would:

- Develop a participation application and post it on the City's website.
- Accept completed applications submitted by churches, civic organizations, community based non-profits and businesses interested in serving particular areas of the City. (It would also be anticipated that some of these organizations will have identified neighborhoods where they would like to provide assistance).
- Accept requests for assistance which may be submitted by resident/neighborhood groups. In these instances, the City would facilitate links to organizations available to assist.

- Promote links with participants in the Non-Profit Roundtable program of social service agencies which collaborate on service provision.
- Recognize community partnerships formed through the Adopt A Neighborhood Program.

The City's existing Nextdoor initiative can also provide a basic geographic framework for the Adopt A Neighborhood program. As shown on the attached map, neighborhood areas have been defined based upon elementary school attendance areas. Participation in this new program could correspond with existing neighborhood areas, or could be tailored to meet unique needs at the full discretion of participants.

### **ALTERNATIVES**

1. Create an Adopt A Neighborhood Program for the City of Moreno Valley; direct staff to publicize this new program to foster partnerships between neighborhood residents, churches, civic organizations, community based non-profits and businesses to leverage resources for the enhancement of our community.
2. Provide alternative direction as the City Council deems appropriate.

### **FISCAL IMPACT**

Work activities would be conducted by churches, civic organizations, community based non-profits and businesses. The City's costs for this community-based program would be limited to recognizing community partnerships formed through the Adopt A Neighborhood Program.

The program would also involve City staff work to publicize the program and facilitate connections between program participants. If the program is approved, staff support would be provided by staff in the Neighborhood Development Programs section of the Financial and Management Services Department.

### **PREPARATION OF STAFF REPORT**

Department Head Approval:  
Thomas M. DeSantis  
Assistant City Manager

Concurred By:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

### **CITY COUNCIL GOALS**

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



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

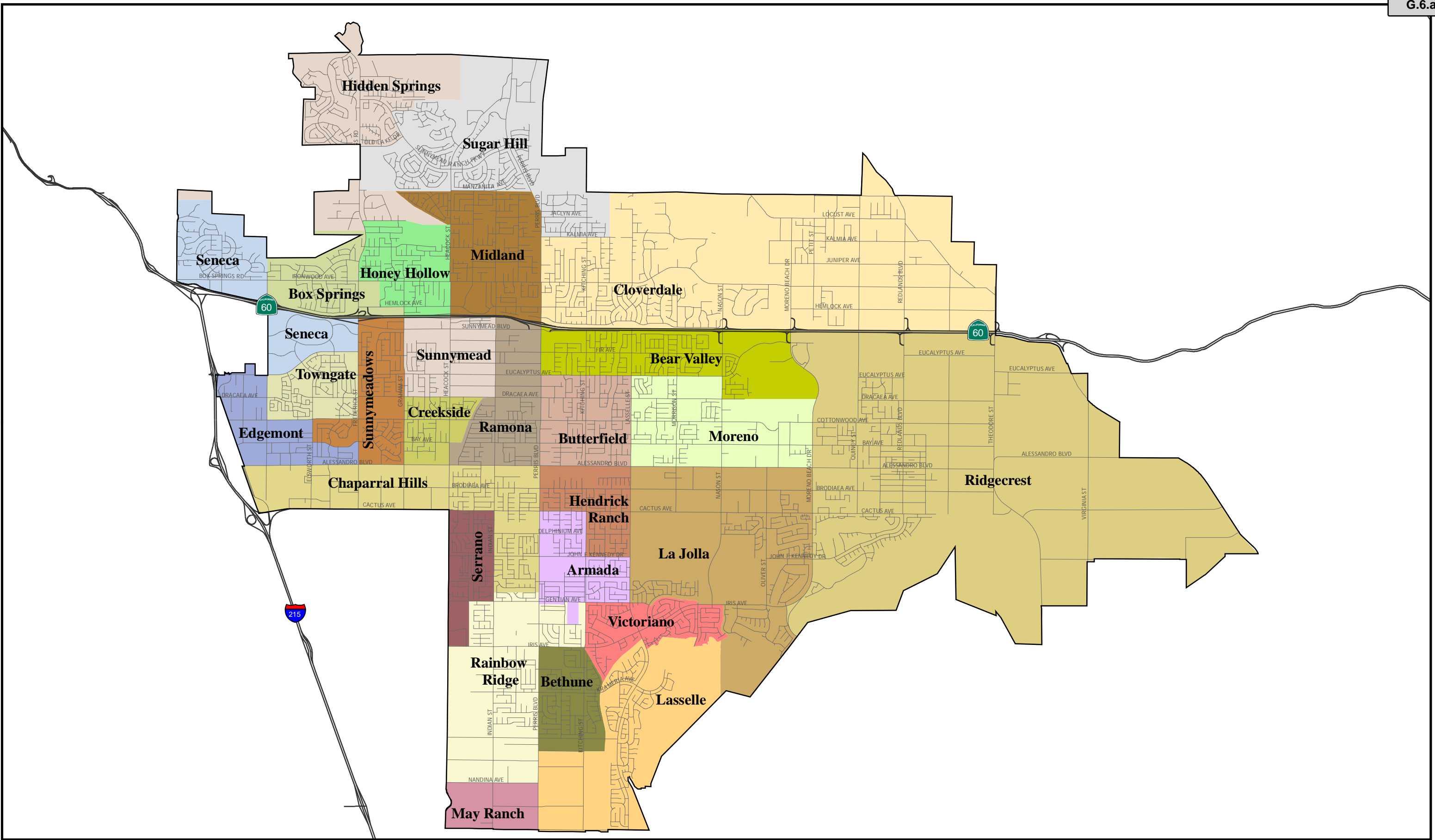
**Community Image, Neighborhood Pride and Cleanliness.** Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood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

**ATTACHMENTS**

- 1. Nextdoor Program Map

**APPROVALS**

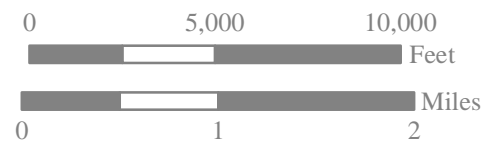
Budget Officer Approval	<u>✓ Approved</u>	8/17/16 9:14 AM
City Attorney Approval	<u>✓ Approved</u>	8/23/16 4:04 PM
City Manager Approval	<u>✓ Approved</u>	8/23/16 5:08 PM



Attachment: Nextdoor Program Map (2229 : ADOPT A NEIGHBORHOOD PROGRAM)

# CITY OF MORENO VALLEY

## MOVAL NEIGHBORS



**Map Produced by Moreno Valley Geographic Information System**  
 Geographic Information in:  
 State Plane NAD 83 California Zone 6 Feet  
 G:\ArcMap\CM\MoVal\Neighbors11x17.mxd  
 April 3, 2014

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.





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** September 6, 2016

**TITLE:** INTRODUCE ORDINANCE NO. 913, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 8.42 TO TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING THE EXPEDITED PERMITTING PROCEDURE FOR ELECTRIC VEHICLE CHARGING STATION SYSTEMS

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### **RECOMMENDED ACTION**

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

1. Introduce Ordinance No. 913, an Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 8.42 to Title 8 of the City of Moreno Valley Municipal Code Establishing the Expedited Permitting Procedure for Electrical Vehicle Charging Station Systems.

### **SUMMARY**

This report recommends adoption of an Ordinance to expedite permitting of electrical vehicle charging stations as mandated by Section 65850.7 of the California Government Code.

### **DISCUSSION**

On October 8, 2015, Governor Brown signed Assembly Bill 1236 into law requiring every city and county with a population of 200,000 or more residents to adopt on or before September 30, 2016, an ordinance that creates an expedited, streamlined permitting process for electrical vehicle charging station systems. These provisions were created to address the statewide concern for consistent standards to achieve timely and cost-effective installation of electric vehicle charging station systems.

California Government Code Section 65850.7 has been added to provide the following provisions of the Bill including:

- Accept permit applications electronically (electronic mail, internet or facsimile)
- Adopt checklist(s) for all requirements for electric vehicle charging stations
- Applicant verification of standard electrical specifications
- Qualifying applications receive timely inspections
- Applications satisfying checklists shall be deemed complete and approved

The City currently expedites electric vehicle charging station applications. This is accomplished by performing the plan review in-house and utilizing a handout created in 2014 to substitute the need for separate plans required for the permit application. This review and approval streamlines the process and accelerates the overall permit issuance process.

The adoption of this Ordinance will satisfy all requirements mandated by California Government Code Section 65850.7.

### **ALTERNATIVES**

1. Adopt the proposed Ordinance as mandated by California Government Code Section 65850.7. *This alternative is recommended by staff.*
2. Do not adopt the proposed Ordinance thus violating the mandate of California Government Code Section 65850.7. *This alternative is not recommended by staff.*

### **FISCAL IMPACT**

This Ordinance will not have a fiscal impact as permit fees will continue to be collected to recover costs for service.

### **NOTIFICATION**

Posting of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Allen D. Brock  
Community Development Director

Department Head Approval:  
Allen D. Brock  
Community Development Director

### **CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. Ordinance No. 913 - EVCS
- 2. Residential EVCS Expedited Checklist
- 3. Multi Unit EVCS Expedited Checklist
- 4. Non-Res EVCS Expedited Checklist

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/04/16 1:18 PM
City Attorney Approval	<u>✓ Approved</u>	8/25/16 1:56 PM
City Manager Approval	<u>✓ Approved</u>	8/25/16 2:37 PM

## ORDINANCE NO. 913

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 8.42 TO TITLE 8 OF THE MUNICIPAL CODE ESTABLISHING THE EXPEDITED PERMITTING PROCEDURE FOR ELECTRIC VEHICLE CHARGING STATION SYSTEMS

WHEREAS, Subsection (a) of Section 65850.7 of the California Government Code provides that it is the policy of the state to promote and encourage the use of electric vehicle charging stations and limit obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.7 of the California Government Code provides that, on or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.7, that creates an expedited, streamlined permitting process for electric vehicle charging station systems.

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

**SECTION 1.**

Moreno Valley Municipal Code, Chapter 8.42, "Electric Vehicle Charging Station Review Process," is added to read as follows:

**Chapter 8.42 ELECTRIC VEHICLE CHARGING STATION REVIEW PROCESS**

**8.42.010 Purpose.**

The purpose of this Chapter is to establish an expedited permitting procedure for electric vehicle charging station systems to assist with timely and cost-effective installations.

**8.42.020 Definitions.**

The following definitions shall govern all terms of this Chapter and shall supersede any term otherwise defined in this Chapter:

"*Electronic submittal*" means the utilization of one or more of the following:

1. electronic mail or email,
2. the internet,
3. facsimile.

*“Electric vehicle charging station or charging station”* means any level of vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on January 1, 2016, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

**8.42.030 Duties of the Building Safety Division and Building Official.**

- A. All documents required for the submission of an expedited electric vehicle charging station application shall be made available on the city’s internet website.
- B. Electronic submittal of the required permit application and documents by email shall be made available to all electric vehicle charging station permit applicants.
- C. The electronic signature of an applicant, engineer, architect, or contractor shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- D. The Building Safety Division shall develop a checklist of all requirements that electric vehicle charging stations must comply with to be eligible for expedited review.

**8.42.040 Application, Permit, and Inspection Requirements.**

- A. Applicant shall verify the electric vehicle charging station meets all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- B. For a project complying with the checklist for electric vehicle charging station the applicant may submit the permit application and associated documentation to the city’s building safety division by personal, mailed, or electronic submittal.
- C. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- D. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirement of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval shall not

include any necessary approval or permission by a local utility provider to connect the electric vehicle charging station to the provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

## **Section 2. SEVERABILITY**

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

## **Section 3. REPEAL OF CONFLICTING PROVISIONS**

All the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

## **Section 4. EFFECTIVE DATE**

This ordinance shall take effect thirty (30) days after its second reading.

## **Section 5. CERTIFICATION**

The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.



APPROVED AND ADOPTED this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Attachment: Ordinance No. 913 - EVCS [Revision 2] (2215 : INTRODUCE ORDINANCE NO. 913, AN ORDINANCE OF THE CITY COUNCIL OF THE

**ORDINANCE JURAT**

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

I, Marie Macias, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 913 had its first reading on September 6, 2016 and had its second reading on September 20, 2016, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)



**Community Development Department  
Building Safety Division**  
14177 Frederick Street, Moreno Valley, CA 92552  
Office 951.413.3350 Fax 951.413.3363

**Eligibility Checklist for Expedited  
Electric Vehicle Charging Station  
Residential Permitting**

*This checklist is provided to determine if your application is eligible for expedited EVCS processing. If any item is checked NO, revise design, otherwise application must go through standard review process.*

Type of Charging Station(s) Proposed	Power Levels (proposed circuit rating)	Check one
Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps	<input type="checkbox"/>
Level 2 - 3.3 kilowatt (kW) (low)	208/240 VAC at 20 or 30 Amps	<input type="checkbox"/>
Level 2 – 6.6kW (medium)	208/240 VAC at 40 Amps	<input type="checkbox"/>
Level 2 – 9.6kW (high)	208/240 VAC at 50 Amps	<input type="checkbox"/>
Level 2 – 19.2kW (highest)	208/240 VAC at 100 Amps	<input type="checkbox"/>
Other (provide detail)	Provide rating	<input type="checkbox"/>

**PERMIT APPLICATION**

- A. Is the application complete with the following information: Project address, parcel #, builder/owner name, contractor name, valid contractor license #, phone numbers etc.  Y  N
- B. Does the application include EVCS manufacturer's specs and installation guidelines  Y  N

**ELECTRIC LOAD CALCULATION WORKSHEET**

- A. Is an electrical load calculation worksheet included (CEC 220)  Y  N
- B. Based on the load calculation worksheet, is a new electrical service panel upgrade required
  - 1) If yes, do plans include the electrical service panel upgrade  Y  N
- C. Is the charging circuit appropriately sized for a continuous load (125%)  Y  N
- D. If charging equipment proposed is a Level 2 - 9.6kW station with a circuit rating of 50 amps or higher, is a completed circuit card with electrical calculations included with the single-line diagram  Y  N

**SITE PLAN & SINGLE LINE DRAWING**

- A. Is a site plan and electrical plan with a single-line diagram included with the permit application
  - 1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625.29 (D)), is a mechanical plan included with the permit application  Y  N
- C. Is the site plan fully dimensioned and drawn to scale
  - 1) Showing location, size, and use of all structures  Y  N
  - 2) Showing location of electrical panel to charging system  Y  N
  - 3) Showing type of charging system and mounting  Y  N

**COMPLIANCE WITH 2013 CALIFORNIA ELECTRICAL CODE (TITLE 24, PART 3)**

- A. Does the plan include EVCS manufacturer's specs and installation guidelines  Y  N
- B. Does the electrical plan identify the amperage and location of existing electrical service panel
  - 1) If yes, does the existing panel schedule show room for additional breakers  Y  N
- C. Is the charging unit rated more than 60 amps or more than 150V to ground
  - If yes, are disconnecting means provided in a readily accessible location in line of site and within 50' of EVCS (CEC 625.23)  Y  N
- D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200)  Y  N
- E. If trenching is required, is the trenching detail called out
  - 1) Is the trenching in compliance with electrical feeder requirements from structure to structure (CEC 225)  Y  N
  - 2) Is the trenching in compliance of minimum cover requirements for wiring methods or circuits (18" for direct burial per CEC 300)  Y  N

Attachment: Residential EVCS Expedited Checklist (2215 : INTRODUCE ORDINANCE NO. 913, AN ORDINANCE OF THE CITY COUNCIL OF THE



**Community Development Department  
Building Safety Division**

14177 Frederick Street, Moreno Valley, CA 92552  
Office 951.413.3350 Fax 951.413.3363

**Eligibility Checklist for Expedited  
Electric Vehicle Charging Station  
Multi-Unit Dwelling Permitting**

*This checklist is provided to determine if your application is eligible for expedited EVCS processing.  
If any item is checked NO, revise design, otherwise application must go through standard review process.*

Type of Charging Station(s) Proposed	Power Levels (proposed circuit rating)	Check one
Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps	<input type="checkbox"/>
Level 2 - 3.3 kilowatt (kW) (low)	208/240 VAC at 20 or 30 Amps	<input type="checkbox"/>
Level 2 – 6.6kW (medium)	208/240 VAC at 40 Amps	<input type="checkbox"/>
Level 2 – 9.6kW (high)	208/240 VAC at 50 Amps	<input type="checkbox"/>
Level 2 – 19.2kW (highest)	208/240 VAC at 100 Amps	<input type="checkbox"/>
DC Fast Charging	440 or 480 VAC	<input type="checkbox"/>
Other (provide detail)	Provide ratings	<input type="checkbox"/>

**PERMIT APPLICATION**

- A. Is the application complete with the following information: Project address, parcel #, builder/owner name, contractor name, valid contractor license #, phone numbers etc.  Y  N
- B. Does the application include EVCS manufacturer's specs and installation guidelines  Y  N

**ELECTRIC LOAD CALCULATION WORKSHEET**

- A. Is an electrical load calculation worksheet included (CEC 220)  Y  N
- B. Based on the load calculation worksheet, is a new electrical service panel upgrade required
  - 1) If yes ,do plans include the electrical service panel upgrade  Y  N
- C. Is the charging circuit appropriately sized for a continuous load (125%)  Y  N
- D. If charging equipment proposed is a Level 2 - 9.6kW station with a circuit rating of 50 amps or higher, is a completed circuit card with electrical calculations included with the single-line diagram  Y  N

**SITE PLAN & SINGLE LINE DRAWING**

- A. Is a site plan and electrical plan with a single-line diagram included with the permit application  Y  N
  - 1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625.29 (D)), is a mechanical plan included with the permit application  Y  N
- C. Is the site plan fully dimensioned and drawn to scale
  - 1) Showing location, size, and use of all structures  Y  N
  - 2) Showing location of electrical panel to charging system  Y  N
  - 3) Showing type of charging system and mounting  Y  N

**COMPLIANCE WITH 2013 CALIFORNIA ELECTRICAL CODE (TITLE 24, PART 3)**

- A. Does the plan include EVCS manufacturer's specs and installation guidelines  Y  N
- B. Does the electrical plan identify the amperage and location of existing electrical service panel
  - 1) If yes, does the existing panel schedule show room for additional breakers  Y  N
- C. Is the charging unit rated more than 60 amps or more than 150V to ground
  - If yes, are disconnecting means provided in a readily accessible location in line of site and within 50' of EVCS. (CEC 625.23)  Y  N
- D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark. (UL 2202/UL 2200)  Y  N
- E. If trenching is required, is the trenching detail called out  Y  N

Attachment: Multi Unit EVCS Expedited Checklist (2215 : INTRODUCE ORDINANCE NO. 913, AN ORDINANCE OF THE CITY COUNCIL OF THE

1) Is the trenching in compliance with electrical feeder requirements from structure to structure? (CEC 225)

Y  N

2) Is the trenching in compliance of minimum cover requirements for wiring methods or circuits (18" for direct burial per CEC 300)

Y  N

**COMPLIANCE WITH 2013 MANDATORY CALGREEN CODE FOR NEW CONSTRUCTION**

A. Do CAL Green EV Readiness installation requirements apply to this project

Y  N  
 Y  N

1) Should be identified during plan review. (4.106.4.1 &4.106.4.1.1)

2) Do the plans demonstrate conformance with mandatory measures for 3% of total parking spaces, but no less than one, for new multifamily dwellings with 17+ units that must be EV capable

Y  N

\* **2016 CAL Green proposed mandatory requirements** for new construction include measures for 5% of total parking spaces, but no less than one, for new multifamily dwellings with 17+ units that must be EV capable (effective January 1, 2017)



**Community Development Department  
Building Safety Division**  
14177 Frederick Street, Moreno Valley, CA 92552  
Office 951.413.3350 Fax 951.413.3363

**Eligibility Checklist for Expedited  
Electric Vehicle Charging Station  
Non-Residential Permitting**

*This checklist is provided to determine if your application is eligible for expedited EVCS processing.  
If any item is checked NO, revise design, otherwise application must go through standard review process.*

Type of Charging Station(s) Proposed	Power Levels (proposed circuit rating)		Check one
Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps	Commercial office building	<input type="checkbox"/>
Level 2 - 3.3 kilowatt (kW) (low)	208/240 VAC at 20 or 30 Amps	Multi-unit dwelling	<input type="checkbox"/>
Level 2 – 6.6kW (medium)	208/240 VAC at 40 Amps	Com. office Building	<input type="checkbox"/>
Level 2 – 9.6kW (high)	208/240 VAC at 50 Amps	Public access	<input type="checkbox"/>
Level 2 – 19.2kW (highest)	208/240 VAC at 100 Amps		<input type="checkbox"/>
DC Fast Charging	440 or 480 VAC	Public Access Large Com. Office Building or parks Hospitality & recreation	<input type="checkbox"/>
Other (provide detail)	Provide ratings		<input type="checkbox"/>

**PERMIT APPLICATION**

- A. Is the application complete with the following information: Project address, parcel #, builder/owner name, contractor name, valid contractor license #, phone numbers etc.  Y  N
- B. Does the application include EVCS manufacturer's specs and installation guidelines  Y  N

**ELECTRIC LOAD CALCULATION WORKSHEET**

- A. Is an electrical load calculation worksheet included? (CEC 220)  Y  N
- B. Based on the load calculation worksheet, is a new electrical service panel upgrade required  
1) If yes, do plans include the electrical service panel upgrade  Y  N
- C. Is the charging circuit appropriately sized for a continuous load (125%)  Y  N
- D. If charging equipment proposed is a Level 2 - 9.6kW station with a circuit rating of 50 amps or higher, is a completed circuit card with electrical calculations included with the single-line diagram  Y  N

**SITE PLAN & SINGLE LINE DRAWING**

- A. Is a site plan and electrical plan with a single-line diagram included with the permit application  
1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625.29 (D)), is a mechanical plan included with the permit application  Y  N
- C. Is the site plan fully dimensioned and drawn to scale  
1) Showing location, size, and use of all structures  Y  N  
2) Showing location of electrical panel to charging system  Y  N  
3) Showing type of charging system and mounting  Y  N

**COMPLIANCE WITH 2013 CALIFORNIA ELECTRICAL CODE (TITLE 24, PART 3)**

- A. Does the plan include EVCS manufacturer's specs and installation guidelines  Y  N
- B. Does the electrical plan identify the amperage and location of existing electrical service panel  
1) If yes, does the existing panel schedule show room for additional breakers  Y  N
- C. Is the charging unit rated more than 60 amps or more than 150V to ground  
If yes, are disconnecting means provided in a readily accessible location in line of site and within 50' of EVCS. (CEC 625.23)  Y  N
- D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark. (UL 2202/UL 2200)  Y  N

Attachment: Non-Res EVCS Expedited Checklist (2215 : INTRODUCE ORDINANCE NO. 913, AN ORDINANCE OF THE CITY COUNCIL OF THE

- E. If trenching is required, is the trenching detail called out  Y  N
  - 1) Is the trenching in compliance with electrical feeder requirements from structure to structure? (CEC 225)  Y  N
  - 2) Is the trenching in compliance of minimum cover requirements for wiring methods or circuits (18" for direct burial per CEC 300)  Y  N

**COMPLIANCE WITH 2013 MANDATORY CALGREEN CODE FOR NEW CONSTRUCTION**

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- A. Do CAL Green EV Readiness installation requirements apply to this project  Y  N
  - 1) Should be identified during plan review. (5.106.5.3)  Y  N
  - 2) Do the plans demonstrate conformance with mandatory measures for 3% of total parking spaces in lots with 51+ must be EV capable  Y  N
- \* **2016 CAL Green proposed mandatory requirements** for new construction include measures for 6% of total parking spaces in lots with 10+ spaces being EV capable (effective January 1, 2017)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** September 6, 2016

**TITLE:** INTRODUCTION OF AN ORDINANCE NO. 914 AMENDING SECTION 5.02.010 OF THE MUNICIPAL CODE DEFINING THE TERM "EMPLOYEE"

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### **RECOMMENDED ACTION**

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

1. Introduce Ordinance No. 914, an Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 5.02.010 of Title 5 of the City of Moreno Valley Municipal Code Relating to Definition of "Employee".

### **SUMMARY**

This report recommends adoption of an Ordinance to amend the definition of "Employee" as it relates the application of the business license taxes and fee.

Under current general provisions of section 5.02 of the Moreno Valley Municipal Code, employees, working under the provisions of their employment contract, are covered under the business license of the employing entity and are not required to get an additional business license for the services they provide based on that employment. Persons designated as "independent contractors" are responsible to get a business license for their business. The current criteria used to determine employee vs. independent contractor is the form of reporting that they receive for their taxes, either a 1099 or W-2. Based on legal interpretations of the California Labor Code Section 3200 et seq., we are looking to expand the definition of "Employee" in Section 5.02.010 of Title 5 of the municipal code to include any person who is regarded as an employee for the purposes of worker's compensation laws of the State of California. This expanded definition of "Employee" would generally include real estate agents working under a real estate broker and would exempt them from needing their own business license.

### **DISCUSSION**



Under the current provisions of the business license rules, which are defined in the Moreno Valley Municipal Code Section 5.02, all businesses are required to pay the business license tax and fees. In determining if a person is operating a business rather than merely acting as an employee, staff have applied what we call the “IRS test”. Employee compensation is reported to the IRS by means of a W-2 form as compared to a 1099 form which is used to report compensation for independent contractors. This standard is used by most cities throughout the state to determine employment status. We are looking to expand this test to include provisions from the California State Labor Code as it relates to workers compensation insurance. We are proposing that the definition of the term “Employee” included in Section 5.02.010 of the Municipal Code be modified to read

“Employee” means, in relation to a business, (1) any and all owners, or members of the owner’s family, partners or associates or individuals, to whom the business pays a wage, and **(2) any person who is regarded as an employee of a business for purposes of the workers compensation laws of the State of California (including without limitation, a real estate agent working for, or engaged by, a real estate broker)**, all of whom shall be included in the computation of the average number of employees of the business.

By adding the highlighted language to the Municipal Code we will add to the current “IRS Test” a “Worker Compensation Insurance Test”. This means that if a person (an independent contractor) is covered under the workers compensation insurance of an entity they will be included in the definition of “Employee”. This relationship is most commonly seen in the relationship between a real estate broker and a real estate agent. Under our existing definition each real estate agent would require a separate business license since they are considered independent contractors and have their compensation reported to the IRS on a 1099. Under the expanded definition since the real estate broker that they work under is required to provide worker’s compensation insurance for them they would now fit into the definition of “employee” and only the broker would need a business license.

## **ALTERNATIVES**

1. Adopt the Ordinance and modify the definition of “Employee” in Municipal Code Section 5.02.010. *Recommended by staff since this will match current California labor laws.*
2. Do not adopt the Ordinance and provide staff with additional direction. Not recommended by staff since this will impact how Section 5.02.010 of the Municipal Code is applied and could result in an uneven or unfair application of the business license taxes and fees.

## **FISCAL IMPACT**

There will be no fiscal impact of this action. There are currently no real estate agents participating in the business license program. Real estate brokers would continue to pay the business license tax and fees.

**NOTIFICATION**

Agenda publication

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

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

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. Ordinance No. 914

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	8/04/16 1:50 PM
City Attorney Approval	<u>✓ Approved</u>	8/24/16 9:15 AM
City Manager Approval	<u>✓ Approved</u>	8/25/16 9:56 AM

## ORDINANCE NO. 914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 5.02.010 OF TITLE 5 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DEFINITION OF "EMPLOYEE"

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

SECTION 1. AMENDMENT OF THE DEFINITION OF THE TERM "EMPLOYEE" AS DEFINED IN SECTION 5.02.010 OF TITLE 5 OF THE MORENO VALLEY MUNICIPAL CODE

5.02.010 "Employee" means, in relation to a business, (1) any and all owners, or members of the owner's family, partners or associates or individuals, to whom the business pays a wage, and (2) any person who is regarded as an employee of a business for purposes of the workers compensation laws of the State of California (including without limitation, a real estate agent working for, or engaged by, a real estate broker), all of whom shall be included in the computation of the average number of employees of the business.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. EFFECTIVE DATE:

This ordinance shall take effect thirty days after its second reading by the City Council.

APPROVED AND ADOPTED this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

**ORDINANCE JURAT**

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

I, Marie Macias, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 914 had its first reading on September 6, 2016 and had its second reading on September 20, 2016, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Ordinance No. 914  
Date Adopted: September 20, 2016

Attachment: Ordinance No. 914 [Revision 2] (2206 : INTRODUCTION OF AN ORDINANCE NO. 914 AMENDING SECTION 5.02.010 OF THE