



## **AGENDA**

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

**June 20, 2023**

### **REGULAR MEETING – 6:00 PM**

#### **City Council Study Sessions**

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

#### **City Council Meetings**

Special Presentations – 5:30 P.M.

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

#### **City Council Closed Sessions**

*Will be scheduled as needed at 4:30 p.m.*

City Hall Council Chamber – 14177 Frederick Street

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the ADA Coordinator, at 951.413.3350 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Ulises Cabrera, Mayor

Edward A. Delgado, Mayor Pro Tem

David Marquez, Council Member

Cheylynda Barnard, Council Member

Elena Baca-Santa Cruz, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**June 20, 2023**

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

SPECIAL PRESENTATIONS

1. Recognizing July 2023 as Pride Month
2. Recognizing July 2023 as Parks & Recreation Month

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

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

**REGULAR MEETING – 6:00 PM  
JUNE 20, 2023**

**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:**

CrossWord Christian Church

**ROLL CALL**

**INTRODUCTIONS**

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

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE  
JURISDICTION OF THE CITY COUNCIL**

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

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

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

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

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

- A.2. MINUTES - CITY COUNCIL - CLOSED SESSION - JUN 6, 2023 4:30 PM

**Recommendation:**

1. Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JUN 6, 2023 6:00 PM

**Recommendation:**

1. Approve as submitted.

- A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023 FROM JULY 1, 2022 THROUGH MAY 31, 2023. (Report of: City Clerk)

**Recommendation:**

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

- A.5. AUTHORIZATION TO SUBMIT A GRANT PROPOSAL FOR THE TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) ROUND 5 PLANNING GRANT PROGRAM FUNDS (Report of: Community Development)

**Recommendation: That the City Council:**

1. **ADOPT** Resolution No. 2023-XX, authorizing City staff to submit an application for Transformative Climate Communities (TCC) Round 5 Planning Grants Program Funds in the amount of \$ 300,000 for several projects as required by the grant guidelines, and authorizing the City Manager to execute an agreement to accept grant funds.

- A.6. SECOND READING AND ADOPTION OF ORDINANCE NO. 999 (Report of: Community Development)

**Recommendation: That the City Council:**

Conduct the second reading by title only and adopt Ordinance No. 999.

A.7. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.8. ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt the Annual Statement of Investment Policy.

A.9. ANNUAL REVIEW OF THE DEBT MANAGEMENT POLICY (Report of: Financial & Management Services)

**Recommendation:**

1. Review and approve the Debt Management Policy.

A.10. PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NO. 80 (RESO NO. 2023-\_\_) (Report of: Financial & Management Services)

**Recommendation:**

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-\_\_\_, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 80) (FB Crystal Cove, located on the southwest corner of Alessandro Blvd. and Lasselle St.).

A.11. AUTHORIZE THE AWARD OF AGREEMENTS FOR SPECIAL DISTRICTS CONSULTING SERVICES (Report of: Financial & Management Services)

**Recommendations:**

1. Authorize approval of NBS, Webb Municipal Finance, LLC, and Willdan Financial Services to provide the Special Districts Division with special tax consulting services on an as-needed basis; and
2. Authorize the City Manager or his designee to execute future Agreements, subsequent extensions, and amendments, in accordance with the City's Procurement Administrative Procedure (AP #3.09), subject to the approval of the City Attorney, and provided sufficient

funding is available within the City Council previously approved Operating Budget.

- A.12. ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG MORENO VALLEY UNIFIED SCHOOL DISTRICT, THE CITY OF MORENO VALLEY, AND GPALESSANDRO LLC RELATING TO MORENO VALLEY UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2023-2 (RESO. NO. 2023-XX) (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. 2023-XX, a Resolution Approving the Joint Community Facilities Agreement between the Moreno Valley Unified School District, City of Moreno Valley and GPALESSANDRO LLC, in substantially the form attached hereto with modifications subject to City Attorney approval, and authorize the City Manager to execute the Agreement and related documents.

- A.13. APPROVE A RESOLUTION DECLARING PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY IDENTIFIED AS 24124 AND 24108 FIR AVENUE (APNS 481-130-022 AND 481-130-023) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVING CERTAIN RELATED ACTIONS (Report of: Financial & Management Services)

**Recommendation:**

1. Approve a Resolution declaring pursuant to California Government Code Section 54221 that the real property identified as 24124 and 24108 Fir Avenue (APNs 481-130-022 and 481-130-023) is surplus land and not necessary for the City's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and approving certain related actions.

- A.14. AUTHORIZATION OF CITY MANAGER TO EXECUTE AGREEMENTS FOR PUBLIC SAFETY SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE TO ALIGN WITH THE CITY COUNCIL APPROVED ADOPTED BUDGET FOR FY's 2023/24 - 2024/25 (Report of: Financial & Management Services)

**Recommendation:**

1. Authorize the City Manager or designee to execute Cooperative Public Safety Agreements and Agreement Amendments with the County of Riverside to align with the Council approved adopted budget for FY's 2023/24 – 2024/25.

A.15. FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE THIRD QUARTER BUDGET AMENDMENTS (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Receive and file the Fiscal Year 2022/23 Third Quarter Financial Summary and
2. Adopt Resolution No. 2023-XX. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised operations and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the CSD:**

1. Adopt Resolution No. CSD 2023-XX. A resolution of the Moreno Valley Community Services District (CSD) of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the HA:**

1. Adopt Resolution No. HA 2023-XX. A resolution of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the City Council as SA:**

1. Adopt Resolution No. SA 2023-XX. A resolution of the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the MVCF:**

1. Adopt Resolution No. MVCF 2023-XX. A resolution of the Moreno Valley Community Foundation (MVCF) of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

A.16. AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR GREEN PACIFIC, INC. AND LADAYU CONSULTING GROUP FOR SENIOR ENGINEER CONSULTANT SERVICES WHICH ARE FUNDED THROUGH THE CITY'S PLAN REVIEW FEES IN CONNECTION WITH SERVICES REQUESTED BY DEVELOPERS/LANDOWNERS/APPLICANTS (Report of: Public Works)

**Recommendations:**

1. Award Agreements for Professional Consultant Services with Interwest Consulting Group (Interwest), HR Green Pacific (HR Green), and Ladayu Consulting Group (Ladayu) to provide on-call Senior Engineer Consultant Services for the Land Development Division; and
2. Authorize the City Manager to execute Agreements for Professional Consultant Services with Interwest, HR Green Pacific, and Ladayu for the total aggregate not-to-exceed amount of \$906,880 over the entire two-year term of the agreements, which include a one-year extension, beginning in Fiscal Year (FY) 2023/2024, subject to the approval of the City Attorney; and
3. Authorize the issuance of Purchase Orders to Interwest, HR Green Pacific, and Ladayu, and authorize the Chief Financial Officer to approve subsequent related Purchase Orders for annual extensions up to a maximum of one annual extension with each consultant, in accordance with the approved terms of the Agreement; and
4. Authorize the City Manager to execute any subsequent extensions and/or amendments to the Agreements, subject to the approval of the City Attorney, and provided sufficient funding is available within the City Council previously approved Operating Budget.

A.17. USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT (Report of: Financial & Management Services)

**Recommendation:**

1. Approve Resolution No 2023-XX Adopting the Adjustment for the Solid Waste and Recycling Services as required by the Solid Waste and Recycling Franchise Agreement for FY 2023/24.

A.18. APPROVAL OF PUBLIC ART POLICY (Report of: Parks & Community Services)

**Recommendation:**

1. Approve the recommended Public Art Policy.

A.19. APPROVE ADJUSTED HOURS OF OPERATION AT THE COTTONWOOD GOLF CENTER (Report of: Parks & Community Services)

**Recommendation:**

1. Approve the recommended adjusted hours of operation of the Cottonwood Golf Center to allow for improved maintenance.



A.20. APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX LABORATORIES FOR TOXICOLOGY TESTING SERVICES (AGMT. NO. 2019-307) (Report of: Police Department)

**Recommendations:**

1. Approve the First Amendment to Agreement for Toxicology Testing Services with Bio-Tox Laboratories, and
2. Authorize the City Manager or his designee to execute future Agreements, subsequent extensions, and amendments, in accordance with the City's Procurement Administrative Procedure (AP #3.09) and pursuant to MC 3.12.260, Materials, Supplies and Equipment— Cooperative Purchasing, subject to the approval of the City Attorney, and provided sufficient funding is available within the City Council previously approved Operating Budget; and
3. Authorize an increase of \$500,000 to the not-to-exceed amount of \$400,000 of the Agreement with Bio-Tox Laboratories for a total of \$900,000 over the life of the Agreement.

A.21. APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH AMERICAN FORENSIC NURSES, INC. FOR COLLECTION OF BIOLOGICAL EVIDENTIARY MATERIAL (AGMT. NO. 2019-321) (Report of: Police Department)

**Recommendations:**

1. Approve the First Amendment to Agreement for blood draw, biological evidence, and urine collection services with American Forensic Nurses, Inc.; and
2. Authorize the City Manager or his designee to execute future Agreements, subsequent extensions, and amendments, in accordance with the City's Procurement Administrative Procedure (AP #3.09) and pursuant to MC 3.12.260, Materials, Supplies and Equipment – Cooperative Purchasing, subject to the approval of the City Attorney, and provided sufficient funding is available within the City Council previously approved Operating Budget; and
3. Authorize an increase of \$200,000 to the not-to-exceed amount of \$160,000 of the Agreement with American Forensic Nurses, Inc. for a total of \$360,000 over the life of the Agreement.

A.22. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTERING THE COMMUNITY WORKFORCE PROGRAM WITH TSG ENTERPRISES,

INC. DBA THE SOLIS GROUP FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM PROJECTS (Report of: Public Works)

**Recommendations:**

1. Approve the First Amendment to Agreement for On-call Professional Consultant Services with TSG Enterprises, Inc. dba The Solis Group to provide additional On-call Professional Consultant Services for administering the Community Workforce Program services for the citywide pavement rehabilitation program projects in the "Not-to-Exceed" fee amount of \$93,773.00; and
2. Authorize the City Manager to execute the First Amendment to Agreement for On-call Professional Consultant Services with TSG Enterprises, Inc. dba The Solis Group, subject to the approval by the City Attorney; and
3. Authorize an increase in the Purchase Order for TSG Enterprises, Inc. dba The Solis Group in the amount of \$18,863.00 once the First Amendment has been signed by all parties using SB1/RMRA State Gas Tax funds (Fund 2000A) and Capital Projects Reimbursements (Fund 3008); and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with TSG Enterprises, Inc. dba The Solis Group within Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.23. PEN21-0136 (TR 38123) – APPROVE TRACT MAP 38123 LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. DEVELOPER: D.R. HORTON, LOS ANGELES HOLDING COMPANY, INC. (Report of: Public Works)

**Recommendations:**

1. Approve Tract Map 38123; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.24. PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN STORM DRAIN EASEMENTS TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DEVELOPER - KB HOME CALIFORNIA, LLC (Report of: Public Works)

**Recommendations:**

1. Accept the storm drain easements within Lots “L”, “S”, and “T” dedicated on Tract Map 31592 for construction and maintenance of flood control facilities as well as access easements within Lots “L” and “S” for ingress and egress; and
2. Authorize the City Manager to execute the Quitclaim Deeds transferring all rights, title, and interest in and to the storm drain and access easements recorded on Tract Map 31592, recorded in Map Book 461, Pages 57 through 80 inclusive, in the Official Records of Riverside County, California and by separate instrument DOC#2018-0326762, to Riverside County Flood Control and Water Conservation District (RCFC&WCD); and
3. Direct the City Clerk to forward the signed Quitclaim Deeds to Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.25. APPROVE RESOLUTION DIRECTING MORENO VALLEY UTILITY TO USE REVENUE FROM CALIFORNIA LOW CARBON FUEL STANDARD (LCFS) MARKET SOLELY TO REDUCE GREENHOUSE GAS EMISSIONS (Report of: Public Works)

**Recommendation:**

1. Approve Resolution No. 2023-XX directing Moreno Valley Utility to use revenue from California Low Carbon Fuel Standard (LCFS) Market solely to reduce greenhouse gas emissions and improve local air quality consistent with the Greenhouse Gas Reduction Fund Act.

A.26. ACCEPT CALTRANS HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT FOR FOUR PROJECTS (Report of: Public Works)

**Recommendations:**

1. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Traffic Signal Upgrades in the amount of \$982,710 (Fund 2301) with a city local match of \$109,190 (Fund 2000); and
2. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Iris Avenue Corridor Safety Improvements in the amount of \$449,370 (Fund 2301) with a city local match of \$49,930 (Fund 2000); and
3. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and

the City of Moreno Valley (City) for the project of Perris Boulevard Signalized Intersection Safety Improvements in the amount of \$648,900 (Fund 2301) with a city local match of \$72,100 (Fund 2000); and

4. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Overnight Intersection Visibility Systemic Safety Improvements in the amount of \$1,294,830 (Fund 2301) with a city local match of \$143,870 (Fund 2000); and
5. Authorize the Public Works Director/City Engineer to execute the Program Supplement Agreements and any subsequent amendments, subject to the approval of the City Attorney; and
1. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.27. ACCEPT SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (Report of: Public Works)

**Recommendations:**

1. Accept and approve the Safe Street for All (SS4A) Grant Agreement between the Federal Highway Administration (FHWA) and the City of Moreno Valley (City) in the amount of \$435,600 (Fund 2301) with a city local match of \$108,900 (Fund 2000); and
2. Authorize the Public Works Director/City Engineer to execute the attached Grant Agreement under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program (SS4A), subject to any minor changes initiated by U.S. Department of Transportation and the approval of the City Attorney; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement, subject to the approval of the City Attorney; and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.28. APPROVE RESOLUTION NO. 2023-XX OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE JOINT APPLICATION WITH INFLECTION POINT DESIGN AND DEVELOPMENT GROUP, LLC TO AND PARTICIPATION IN THE HOMEKEY PROGRAM (Report of: Financial & Management Services)

**Recommendations:**

1. Approve Resolution No. 2023-XX of the City Council of the City of Moreno Valley, California, authorizing the joint application with Inflection Point Design and Development Group, LLC to and participation in the Homekey program.
2. Authorize the Assistant City Manager/Chief Financial Officer to execute the Application, MOU and any Homekey Documents on behalf of the City of Moreno Valley, for participation in the Homekey Program.

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

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

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

- B.2. MINUTES - CITY COUNCIL - CLOSED SESSION - JUNE 6, 2023. (SEE ITEM A.2.)

**Recommendation:** Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JUNE 6, 2023. (SEE ITEM A.3.)

**Recommendation:** Approve as submitted.

- B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 82-85, 92, 95-99, and 101 (RESO. NOS. CSD 2023- \_\_ TO CSD 2023-\_\_) (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. CSD 2023-\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 82) (Randy Barkley, located at 11489 and 11491 Mindora Dr.).
2. Adopt Resolution No. CSD 2023-\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance)

and approving the amended map for said District (Amendment No. 83) (Roger Andre Black, located at 14137 and 14139 Cypress Sands Ln.).

3. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 84) (Christopher Robert and Emma Seymore, located at 24229 and 24231 Bay Ave.).
4. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 85) (Christopher Robert and Emma Seymore, located at 26074 and 26076 Bay Ave.).
5. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 92) (Blanca Chin, located at 24438 Lamont Dr.).
6. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 95) (DC Rental Prop, located at 12658 Laury Ln.).
7. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 96) (Tony Toan Ngoc Tran, located at 13210 Edgemont St).
8. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 97) (Tatum/Williams Living Trust Dated 8/24/2022, Rodney C. Tatum and Monica Williams, located at 10007 Arrow Leaf).
9. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the

Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 98) (Martha Klee, located at 12089 Webb St.).

10. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 99) (FB Crystal Cove, located on the southwest corner of Alessandro Blvd. and Lasselle St.).

11. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 101) (Trista and Brian Koch, located at 10050 Via Pescadero).

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

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

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

C.2. MINUTES - CITY COUNCIL - CLOSED SESSION - JUNE 6, 2023. (SEE ITEM A.2.)

**Recommendation:** Approve as submitted.

C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JUNE 6, 2023. (SEE ITEM 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 - CITY COUNCIL - CLOSED SESSION - JUNE 6, 2023. (SEE ITEM A.2.)

**Recommendation:** Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JUNE 6, 2023. (SEE ITEM A.3.)

**Recommendation:** Approve as submitted.

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

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

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

- E.2. MINUTES - CITY COUNCIL - CLOSED SESSION - JUNE 6, 2023. (SEE ITEM A.2.)

**Recommendation:** Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JUNE 6, 2023. (SEE ITEM A.3.)

**Recommendation:** Approve as submitted.

## **F. PUBLIC HEARINGS**

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

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

- F.1. PUBLIC HEARING ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR FISCAL YEAR 2023/24 (RESO. NOS. 2023-XX AND CSD 2023-XX) (Report of: Financial & Management Services)

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

1. Conduct a Public Hearing to receive public comments on the City of Moreno Valley General Fund appropriations limit for Fiscal Year 2023/24; and
2. Adopt Resolution No. 2023-XX, a resolution of the City Council of the



City of Moreno Valley, California, establishing the appropriations limit for Fiscal Year 2023/24; and

3. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2023/24; and
4. Adopt Resolution No. CSD 2023-XX, a resolution of the Moreno Valley Community Services District establishing the appropriations limit for Fiscal Year 2023/24.

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

### **H. GENERAL BUSINESS**

- H.1. RE-APPOINTMENT OF CERTAIN MEMBERS TO CERTAIN COMMISSIONS, BOARDS AND COMMITTEES TO FULL THREE-YEAR TERMS (Report of: City Clerk)

**Recommendation:**

1. Provide direction regarding whether to re-appoint certain members of certain Commissions, Boards and Committees, who were appointed on March 21, 2023, with terms expiring June 30, 2023, to full three-year terms, commencing July 1, 2023 through June 30, 2026.

- H.2. TEMPORARILY EXTENDING EXPIRING TERMS OF CERTAIN MEMBERS OF COMMISSIONS, BOARDS AND COMMITTEES THROUGH THE CITY COUNCIL RECESS PERIOD (Report of: City Clerk)

**Recommendation:**

1. Provide staff direction on expiring terms ending on June 30, 2023, for those members appointed by the City Council under the former Mayor; or
2. Extend those terms expiring on June 30, 2023, until sometime after the City Council Recess, to provide sufficient time for applications to be submitted and processed prior to the official expiration of the current members' terms in order to provide the City Council adequate time to consider whether to reappoint the current members or appoint new members while mitigating the risk of some commissions, boards or committees not being able to establish a quorum during the City Council Recess Period due to terms that would otherwise expire on June 30, 2023 .

H.3. PROVIDE DIRECTION REGARDING THE MOTION TO ISSUE A REQUEST FOR PROPOSAL TO HIRE A PERMANENT CITY ATTORNEY (Report of: City Manager)

**Recommendations:**

1. Authorize the Assistant City Manager to create, issue and conduct a Request For Proposal (RFP) to hire a permanent City Attorney; or
2. Provide alternate direction to the Assistant City Manager.

H.4. DISCUSS THE JOINT USE AGREEMENTS BETWEEN THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AND THE CITY OF MORENO VALLEY (Report of: City Manager)

**Recommendation:**

1. Authorize the Parks & Community Services Director to continue to work with Moreno Valley Unified School District to achieve their compliance with Contract 193 – Joint Use Agreement for Canyon Springs High School Swimming Pool; or
2. Provide alternate direction to the Parks & Community Services Director.

**I. REPORTS**

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. EMPLOYEE ASSOCIATION REPORTS

I.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

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

**ADJOURNMENT**

**PUBLIC INSPECTION**

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

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

**CERTIFICATION**

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: [www.moval.org](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

Jane Halstead, CMC  
City Clerk

Date Posted: June 15, 2023

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

**CLOSED SESSION – 4:30 PM  
June 6, 2023**

**CALL TO ORDER**

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

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

**ROLL CALL**

Council:	Ulises Cabrera	Mayor
	Ed Delgado	Mayor Pro Tem
	David Marquez	Council Member
	Cheylynda Barnard	Council Member
	Elena Baca-Santa Cruz	Council Member

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

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

Minutes Acceptance: Minutes of Jun 6, 2023 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

**CLOSED SESSION**

Interim City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that he did anticipate reportable action.

**A CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION**

Potential Initiation of Litigation  
Pursuant Government Code Section 54956.9  
One Potential case

**B REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8  
Property: APNs 308-030-018 and 308-030-019

City Negotiators:	Mike Lee, City Manager Michael Lloyd, ACM (Development) Brian Mohan, ACM/CFO
Negotiating Parties: College District	City of Moreno Valley & Riverside County  (Moreno Valley College)
Under Negotiation:	Price and Terms of Payment

**C PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957  
Title: City Clerk

Mayor Cabrera recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:33 p.m.

Mayor Cabrera reconvened the City Council in the Council Chamber from their Closed Session at 5:39 p.m.

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

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

**ADJOURNMENT**

Minutes Acceptance: Minutes of Jun 6, 2023 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 5:40 p.m.

Submitted by:

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

Approved by:

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Ulises Cabrera  
 Mayor  
 City of Moreno Valley  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees  
 Chairperson, Public Financing Authority

Minutes Acceptance: Minutes of Jun 6, 2023 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
June 6, 2023**

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

**SPECIAL PRESENTATIONS**

1. Lamont Butler - San Diego State University: NCAA Men's College Basketball

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM  
June 6, 2023**

**CALL TO ORDER**

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:01 p.m. by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street.

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Pro Tem Delgado.

**INVOCATION**

The invocation was given by Pastor Sergio Casarez from Generations Church.

**ROLL CALL**

Council:	Ulises Cabrera	Mayor
	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	David Marquez	Council Member
	Cheylynda Barnard	Council Member

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)



**INTRODUCTIONS**

Staff:	Jane Halstead	Manager of the Office of the Mayor and City Council/City Clerk
	Patty Rodriguez	Senior Deputy City Clerk
	Paul Bradvica	Deputy City Clerk
	Steven Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Brian Mohan	Assistant City Manager, Chief Financial Officer, City Treasurer
	Michael Lloyd	Assistant City Manager
	Sean Kelleher	Acting Community Development Director
	Melissa Walker	Public Works Director/City Engineer
	Jeremy Bubnick	Parks and Community Services Director
	Ken Reichle	Chief of Police
	Jesse Park	Fire Chief

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

Drexell Johnson

- 1. Planning Commission Representation.

Brandon Carn

- 1. Arts Policy.

Daryl Terrell

- 1. Minor League Baseball Team.

Frank Fuentes

- 1. Home buyer Education Summit.

Tom Jerele Sr.

- 1. Planning Commissions Vacancies.
- 2. City Development.

Bob Palomarez

- 1. Council Comments.

Juana Avila

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- 1. City Maintenance.

Pete

- 1. Battle of Normandy.

Roy Bleckert

- 1. Battle of Normandy.

Louise Palomarez

- 1. Community Leadership.

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

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

Mayor Cabrera asked Council if there were any items on the Consent Calendar they would like pulled for separate action.

Council Member Baca-Santa Cruz asked to pull item A.5 for separate discussion and action.

The item was pulled to Section G.

Tom Jerele Sr. (A.14)

- 1. Road Closures for Parade.

Louise Palomarez (A.11)

- 1. Public Safety.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Cheylynda Barnard, Council Member  
**SECONDER:** Ed Delgado, Mayor Pro Tem  
**AYES:** Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

**A. CONSENT CALENDAR-CITY COUNCIL**

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

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

A.2. City Council - Closed Session - May 16, 2023 4:30 PM

**Recommendation:**

1. Approve as submitted.

A.3. City Council - Regular Meeting - May 16, 2023 6:00 PM

**Recommendation:**

1. Approve as submitted.

A.4. City Council - Special Meeting (Closed Session) - May 23, 2023 6:00 PM

**Recommendation:**

1. Approve as submitted.

A.5. Item Pulled from Consent

A.6. SECOND READING OF ORDINANCE NO. 998 REGARDING SPECIFIC PLAN AMENDMENT FOR THE TOWNGATE SPECIFIC PLAN 200 (PEN21-0168) (Report of: Community Development)

**Recommendation:**

1. Conduct the second reading by title only and adopt Ordinance No. 998.

A.7. APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH ROMO PLANNING GROUP, INC., FOR PLANNING CONSULTANT SERVICES ON AN AS NEEDED BASIS (AGMT NO. 2022-188-01) (Report of: Community Development)

**Recommendations:**

1. Approve the First Amendment to Agreement for Planning Consultant Services on an As Needed Basis with Romo Planning Group, Inc., and authorize the City Manager, or his designee, to execute the Amendment, and any subsequent amendments, and Purchase Orders, subject to the approval of the City Attorney, in accordance with approved terms of the agreement and within available budget as previously approved by Council; and
2. Authorize an increase of \$200,000.00 to the not-to-exceed amount of the Agreement with Romo Planning Group, Inc., to \$250,000.00, funded by fees paid by project applicants. Authorize the Purchasing Division Manager to approve a change order to increase Purchase

Order #2023-728 to Romo Planning Group, Inc.

- A.8. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) LOCAL DEVELOPMENT MITIGATION FEE AUTOMATIC INCREASE. (Report of: Community Development)

**Recommendation:**

1. Adopt Resolution No. 2023-40. A Resolution implementing the automatic increase to the Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee.

- A.9. ADOPT RESOLUTION AUTHORIZING AMENDMENT NO. 10 TO THE LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND (RESO. NO. 2023-41) (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt a Resolution of the City Council of the City of Moreno Valley, California, authorizing Amendment No. 10 to the loan agreement between the City of Moreno Valley and the Police Facility Development Impact Fee fund.

- A.10. PAYMENT REGISTER - APRIL 2023 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

- A.11. APPROVAL OF RESOLUTION TO ACCEPT FY22 RIVERSIDE UASI (URBAN AREAS SECURITY INITIATIVE) GRANT AWARD (Report of: Financial & Management Services)

**Recommendations:**

1. Accept and approve the MOU (Memorandum of Understanding) with the City of Riverside, by and through its Office of Emergency Management, and the City of Moreno Valley (City) for the project of Video Infrastructure and Analytics Terror Mitigation in the amount of \$195,000; and
2. Authorize the City Manager to execute the associated UASI (Urban Area Security Initiative) grant program documents, in substantial conformance with the attached templates, upon, and subject to the approval of the City Attorney, and

3. Authorize the City Manager to execute any subsequent amendments to the UASI grant program, subject to the approval of the City Attorney, in accordance with approved terms of the agreement and within available budget as previously approved by Council; and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.12. PEN21-0181 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A NORTHERLY PORTION OF BRODIAEA AVENUE LOCATED EAST OF LASSELLE STREET. DEVELOPER: PROSE MORENO VALLEY OWNER, LLC. (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2023-42. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Northerly Portion of Brodiaea Avenue Located East of Lasselle Street.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.13. APPROVE RESOLUTION 2023-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING 2023 UPDATE TO THE WILDFIRE MITIGATION PLAN (Report of: Public Works)

**Recommendation:**

1. Approve Resolution No. 2023-43, a Resolution of the City Council of the City of Moreno Valley, California, adopting the 2023 update to the Annual Wildfire Mitigation Plan.

A.14. ROAD CLOSURES FOR 4TH OF JULY PARADE AND FUN FEST AND FIREWORKS SHOW (Report of: Public Works)

**Recommendations:**

Authorize the Moreno Valley Police Department/Public Works Director/City Engineer the authority to approve all 4<sup>th</sup> of July Parade and Fun Fest Street closures as follows:

1. Closure of the following streets between the hours of 6:00 a.m. and 12:00 p.m. to conduct the Fourth of July Parade scheduled to take place on Tuesday, July 4, 2023.

- a. Towngate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
  - b. Frederick Street between Centerpointe Drive and Cactus Avenue;
  - c. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
  - d. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
  - e. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
  - f. Atlantic Circle east of Frederick Street;
  - g. Brabham Street between Frederick Street and Andretti Street;
  - h. Towngate Boulevard between Frederick Street and Heritage Way;
  - i. Bay Avenue between Kristina Court and Courage Street;
  - j. Alessandro Boulevard between Chagall Court and Elsworth Street;
  - k. Brodiaea Avenue between Joy Street, and Frederick Street;
  - l. Resource Way between Frederick Street and Corporate Way;
  - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
  - n. Eastridge Street between Frederick Street and Heritage Way;
  - o. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
  - p. Veterans Way between Business Center Drive and Alessandro Boulevard;
  - q. New Hope between Veterans Way and Elsworth;
  - r. Veterans Way between Cactus Avenue and Alessandro Boulevard, and
  - s. Heritage Way between Towngate Boulevard and Town Circle.
2. Restrict parking along the southern roadway edge of Alessandro Boulevard between Frederick Street and Graham Street from 12:00 am until 10:00 pm on July 4, 2023.
  3. Closure of the following street between the hours of 8:00 pm to 9:45 pm for the firework fallout zone.
    - a. Alessandro Boulevard between Frederick Street and Graham Street.

## B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

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

- B.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 16, 2023 (see item A.2)

**Recommendation:**

1. Approve as submitted.
- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 16, 2023.(see item A.3)

**Recommendation:**

1. Approve as submitted.
- B.4. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) (see item A.4)

**Recommendation:**

1. Approve as submitted.
- B.5. AUTHORIZE SUBMISSION OF GRANT APPLICATION TO CA STATE PARKS HABITAT CONSERVATION FUND PROGRAM (Report of: Parks & Community Services)

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

1. Authorize the Executive Director or its Authorized Representative, Parks & Community Services Director, to submit a grant application to California State Parks for the Habitat Conservation Fund Grant Program under the California Wildlife Protection Act of 1990 for enhancements along the Equestrian Park & Nature Center Trail; and
2. Adopt Resolution No. CSD 2023-50. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, approving submission of an application for the Habitat Conservation Fund Program funds; Approving implementation of the awarded project; Certifying that the applicant will have the required match and sufficient funding to complete the project; Certifying that the applicant has or will have sufficient funds to operate and maintain the project; Certifying that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the Grant Administration Guide; Delegating authority to the Parks and Community Services Director to enter into the grant agreement and any other required grant documents; and Agreement to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
3. If awarded, accept, and receive grant award funds from California State Parks Habitat Conservation Fund Grant Program; and
4. Authorize the Executive Director or designee to process necessary budget adjustments and appropriations in FY 23/24 based on actual grant award funds received.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

- C.1. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 16, 2023 (see item A.2)

**Recommendation:**

1. Approve as submitted.

- C.2. 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.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 16, 2023 (see item A.3)

**Recommendation:**

1. Approve as submitted.

- C.4. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION - MAY 23, 2023 (see item A.4)

**Recommendation:**

1. Approve as submitted.

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

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

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

- D.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 16, 2023( (see item A.2)

**Recommendation:**

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 16, 2023 (see item A.3)

**Recommendation:**

1. Approve as submitted.



D.4. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION)  
MAY 23, 2023 (see item A.4)

**Recommendation:**

1. Approve as submitted.

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

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

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

E.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 16, 2023 ((see item A.2)

**Recommendation:**

1. Approve as submitted.

E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 16, 2023.(see item A.3)

**Recommendation:**

1. Approve as submitted.

E.4. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - MAY 23, 2023 (see item A.4)

**Recommendation:**

1. Approve as submitted.

**F. PUBLIC HEARINGS**

F.1. PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2023/2024 ANNUAL RATES (Report of: Public Works)

**Recommendations: That the City Council:**

1. Conduct a Public Hearing to review and confirm annual regulatory rate schedule for the National Pollutant Discharge Elimination System

Program for New Residential, Common Interest, Commercial, Industrial and Quasi-Public Land Uses.

- 2. Adopt Resolution No. 2023-44, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New and Existing Residential, Common Interest, Commercial, Industrial, and Quasi-Public Use Development of the County of Riverside Property Tax Roll.
- 3. Authorize the Chief Financial Officer to adjust the rates levied on the property tax bills in the event there are any parcel changes between the City Council meeting date and the date the fixed charges are submitted to the County of Riverside or other adjustments, provided the applied rate does not exceed the maximum rate, is in compliance with the ballot for each parcel, and is consistent with the adopted budget.

Public Works Director Melissa Walker provided the staff report.

Mayor Cabrera called for Council questions of staff.

With no Council questions of staff, Mayor Cabrera opened the Public Hearing.

With no public comments on this matter, Mayor Cabrera called for Council deliberation.

With no Council deliberation, Mayor Cabrera entertained a motion.

**Motion made by Mayor Pro Tem Delgado and seconded by Council Member Marquez to approve the national pollutant discharge elimination system (NPDES) regulatory rate schedule for new and existing residential, common interest, commercial, industrial, and quasi-public use development proposed fiscal year (fy) 2023/2024 annual rates.**

**Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Delgado, Mayor Pro Tem
<b>SECONDER:</b>	David Marquez, Council Member
<b>AYES:</b>	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

F.2. PUBLIC HEARING AND ADOPTION OF THE CAPITAL IMPROVEMENT PLAN AND BUDGET FOR FISCAL YEARS 2023/24 & 2024/25 (2023-45, HA

2023-03, CSD 2023-51, SA 2023-03, MVCF 2023-02) (Report of: Financial & Management Services)

**Recommendations: To the City Council:**

1. Conduct a Public Hearing to adopt Resolution No. 2023-45. approving the Capital Improvement Plan and Budget for FYs 2023/24 and 2024/25;
2. Authorize the Public Works Director to prepare/finalize the Adopted Capital Improvement Plan (CIP) once adopted by Council for the purpose of completing the California Society of Municipal Finance Officers award program requirements and final distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FYs 2023/24 and 2024/25.

**Recommendations: To the Housing Authority:**

1. Conduct a Public Hearing to adopt Resolution No. HA 2023-03, a Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, approving the CIP for FYs 2023/24 and 2024/25.
2. Authorize the Public Works Director to prepare/finalize the Adopted Capital Improvement Plan (CIP) once adopted by Council for the purpose of completing the California Society of Municipal Finance Officers award program requirements and final distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FYs 2023/24 and 2024/25.

**Recommendations: To the CSD:**

1. Conduct a Public Hearing to adopt Resolution No. CSD 2023-51, a Resolution of the Community Services District of the City of Moreno Valley, California, approving the CIP for FYs 2023/24 and 2024/25.
2. Authorize the Public Works Director to prepare/finalize the Adopted Capital Improvement Plan (CIP) once adopted by Council for the purpose of completing the California Society of Municipal Finance Officers award program requirements and final distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FYs 2023/24 and 2024/25.

**Recommendations: To the Successor Agency:**

1. Conduct a Public Hearing to adopt Resolution No. SA 2023-03, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, approving the CIP for FYs 2023/24 and 2024/25.
2. Authorize the Public Works Director to prepare/finalize the Adopted Capital Improvement Plan (CIP) once adopted by Council for the purpose of completing the California Society of Municipal Finance Officers award program requirements and final distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FYs 2023/24 and 2024/25.

**Recommendations: To the Moreno Valley Community Foundation:**

1. Conduct a Public Hearing to adopt Resolution No. MVCF 2023-02, a Resolution of the Moreno Valley Community Foundation of the City of Moreno Valley, California, approving the CIP for FYs 2023/24 and 2024/25.
2. Authorize the Public Works Director to prepare/finalize the Adopted Capital Improvement Plan (CIP) once adopted by Council for the purpose of completing the California Society of Municipal Finance Officers award program requirements and final distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FYs 2023/24 and 2024/25.

Assistant City Manager Brian Mohan provided the staff report.

Mayor Cabrera called for Council questions of staff.

Mayor Pro Tem Delgado and Mayor Cabrera commended staff.

With no further Council questions of staff, Mayor Cabrera opened the Public Hearing.

Public comments were heard.

Christopher Baca

1. Concerns.

Tom Jerele Sr.

- 1. Community Developments.

Louise Palomarez

- 1. Praise City Staff.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Council Member Baca-Santa Cruz asked for clarification from staff.

Assistant City Manager Brian Mohan responded to Council Member Baca-Santa Cruz's inquiries.

Mayor Cabrera commented on the need to expand City facilities to all Districts in the City.

With the conclusion of Council deliberation, Mayor Cabrera entertained a motion.

**Motion made by Mayor Pro Tem Delgado and seconded by Council Member Baca Santa Cruz to adopt the Capital Improvement Plan for fiscal years 2023/24 & 2024/25.**

**Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Delgado, Mayor Pro Tem
<b>SECONDER:</b>	Elena Baca-Santa Cruz, Council Member
<b>AYES:</b>	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

- F.3. MUNICIPAL CODE AMENDMENT TO AMEND VARIOUS SECTIONS WITHIN TITLE 9 PLANNING AND ZONING INCLUDING CHAPTERS 9.02 PERMITS AND APPROVALS, 9.03 RESIDENTIAL DISTRICTS, 9.09 SPECIFIC USE DEVELOPMENT STANDARDS, AND 9.15 DEFINITIONS (Report of: Community Development)

**Recommendation: That the City Council:**

- 1. **CONDUCT** the first reading of Ordinance No. 999 and introduce the Ordinance amending Sections 9.02.020, 9.02.320, 9.03.050, 9.04.050, 9.09.130, 9.09.150, 9.09.160, 9.09.170, 9.09.180, 9.09.320,

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

9.09.330, and 9.15.030 of Title 9 of the City of Moreno Valley Municipal Code to provide updates that comply with State requirements related to compliance with new State Law and Housing and Community Development (HCD) requirements, streamline Code requirements to provide flexibility and clarity regarding existing requirements, and to streamline certain processes, and provide for other minor clarifications and clean-up items; and,

- 2. **SCHEDULE** the second reading and adoption of Ordinance No. 999 for the next regular City Council meeting. Acting Community Development Director Sean Kelleher provided the staff report.

Mayor Cabrera called for Council questions of staff.

Mayor Cabrera and Mayor Pro Tem Delgado asked questions of staff.

Acting Community Development Director Sean Kelleher responded to all Council questions.

Mayor Cabrera opened the public hearing.

With no public comment, Mayor Cabrera called for Council deliberation.

With no Council deliberation, Mayor Cabrera entertained a motion.

**Motion made by Mayor Pro Tem Delgado and seconded by Council Member Marquez to adopt the Municipal Code amendment to various sections within Title 9 Planning and Zoning.**

**Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Delgado, Mayor Pro Tem
<b>SECONDER:</b>	David Marquez, Council Member
<b>AYES:</b>	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

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

- G.1. CITY COUNCIL SUMMER MEETINGS SCHEDULE (Report of: City Clerk)

**Recommendation:**

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- 1. Set the Summer meetings schedule that cancels July 4<sup>th</sup>, July 18<sup>th</sup>, August 1<sup>st</sup>, and 15<sup>th</sup> Regular meetings, and July 11<sup>th</sup> and August 8<sup>th</sup> Study Sessions.

Mayor Cabrera called for Council questions of staff.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Roy Bleckert

- 1. Critical of Council Recess.

Louise Palomarez

- 1. Critical of Council Recess.

Public comments were heard.

Mayor Cabrera called for Council deliberation.

With the conclusion of Council deliberation, Mayor Cabrera entertained a motion.

**Motion made by Council Member Baca-Santa Cruz and seconded by Mayor Pro Tem Delgado to approve the amended City Council summer meetings schedule, cancelling the regular City Council meetings scheduled for July 4<sup>th</sup>, July 18<sup>th</sup>, and August 1<sup>st</sup>, as well as the City Council study sessions scheduled for July 11<sup>th</sup> and August 8<sup>th</sup>. City Council meetings would resume on August 15<sup>th</sup>.**

**Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Elena Baca-Santa Cruz, Council Member
<b>SECONDER:</b>	Ed Delgado, Mayor Pro Tem
<b>AYES:</b>	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

**H. GENERAL BUSINESS**

None.

**I.REPORTS**

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

## I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

### **March Joint Powers Commission (JPC)**

None.

### **Riverside County Habitat Conservation Agency (RCHCA)**

None.

### **Riverside County Transportation Commission (RCTC)**

Mayor Cabrera reported the following:

The Committee heard a presentation regarding the operations of METROLINK and approved the Fiscal Year 2023/2024 Southern California Regional Rail Authority's (SCRRA) operating and capital budget.

The Committee awarded several agreements to provide on-call grant writing services for a four-year term.

### **Riverside Transit Agency (RTA)**

Council Member Marquez reported the following:

The Board approved and adopted the Agency's updated Public Transportation Agency Safety Plan effective May 25, 2023.

The Board held a public hearing on the Fiscal Year 2023-2024 Operating Budget and adopted it.

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

Council Member Baca-Santa Cruz reported the following:

Items covered at the WRCOG Executive Committee meeting on June 5, 2023, included approval of a Regional Food Rescue and Technical Assistance Agreement with MSW Consultants for an edible food recovery program.

### **Western Riverside County Regional Conservation Authority (RCA)**

Council Member Baca-Santa Cruz reported the following:

Items covered at the RCA Board of Directors meeting on June 5, 2023, included



the Adoption of Fiscal Year 2023/24 Budget and Approval of the Biological Monitoring Program Work Plans.

**School District/City Joint Task Force**

None.

**I.2.EMPLOYEE ASSOCIATION REPORTS**

None.

**I.3.CITY MANAGER'S REPORT**

1. Illegal Fireworks
2. Free Wifi Garden

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

Council Member Baca-Santa Cruz

1. Conference and City Events.
2. Pride Month.
3. Juneteenth Event.

Council Member Marquez

No Comments.

Council Member Barnard

1. Congratulated Local Graduates.
2. Local Events.
3. Juneteenth Event.

Mayor Pro Tem Delgado

1. Recent Local Events.
2. Weed Abatement.

3. Juneteenth Event.

Mayor Cabrera

- 1. Conference Takeaways.
- 2. Local Events.
- 3. Boards & Commissions

**Motion made by Council Member Marquez and seconded by Mayor Cabrera to add an item to the next meeting to consider initiating a partnership or collaboration to provide swimming and water safety lessons for the residents of Moreno Valley for the Summer and beyond.**

**Motion passed by a vote of 4-1, with Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, Mayor Cabrera voting yes, and Council Member Baca-Santa Cruz voting no.**

**RESULT:** APPROVED [4 TO 1]  
**MOVER:** David Marquez, Council Member  
**SECONDER:** Ulises Cabrera, Mayor  
**AYES:** Ulises Cabrera, Ed Delgado, David Marquez, Cheylynda Barnard  
**NAYS:** Elena Baca-Santa Cruz

**Motion made by Mayor Cabrera and seconded by Council Member Marquez to add an item to the next regularly scheduled City Council meeting to issue a RFP to hire a permanent City Attorney and conduct interviews through a transparent process, with the goal of hiring a City Attorney by this Fall.**

**Motion passed by a vote of 3-2, with Council Member Marquez, Council Member Barnard, Mayor Cabrera voting yes, and Council Member Baca-Santa Cruz and Mayor Pro Tem Delgado voting no.**

**RESULT:** APPROVED [3 TO 2]  
**MOVER:** Ulises Cabrera, Mayor  
**SECONDER:** David Marquez, Council Member  
**AYES:** Ulises Cabrera, David Marquez, Cheylynda Barnard  
**NAYS:** Ed Delgado, Elena Baca-Santa Cruz

**ADJOURNMENT**

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting in honor of the lives lost at the Battle of Normandy at 7:39PM.

Minutes Acceptance: Minutes of Jun 6, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

## 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.

Submitted by:

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

Approved by:

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Ulises Cabrera  
 Mayor  
 City of Moreno Valley  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees  
 Chairperson, Public Financing Authority



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, CMC, City Clerk

**AGENDA DATE:** June 20, 2023

**TITLE:** COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023 FROM JULY 1, 2022 THROUGH MAY 31, 2023.

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### **RECOMMENDED ACTION**

#### **Recommendation:**

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

### **SUMMARY**

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2022/2023, for July 1, 2022 through May 31, 2023. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2021-31, unused monies from Fiscal Year 2021/2022 has been carried over to the current Fiscal Year as approved by the City Manager.

The expenditure reports are included routinely in the City Council agenda as an additional means of distributing reports on activities to the Council and public. The reports are to be posted to the City's website following Council approval. The monthly reports provide unaudited information and are reconciled to the City's general ledger. Following the end of the Fiscal Year, the financial information shall be reviewed as part of the City's independent financial audit.

### **NOTIFICATION**

Posting of the agenda as required by the Brown Act.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jasmin Rivera  
Management Assistant

Department Head Approval:  
Jane Halstead  
City Clerk

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

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

- 1. FY 22-23 Expenditure Report Sheet

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/13/23 5:10 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/13/23 5:23 PM



**MAYOR ULISES CABRERA**

Fiscal Year 2022/2023 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary  
 1010-10-01-10015-620131 Mayor Discretionary - Carryover  
 December 13, 2022 – May 31, 2023

Date	Amount	Description
12/27/2022	563.98	The Leela Project
<b>No expenditures to report for January 2023</b>		
2/17/2023	\$ 372.60	For the People Event
3/14/2023	\$ 103.87	Moreno Valley College Art Project - "MOVAL" Letters
3/27/2023	\$ 300.00	Palm Middle School - Autism Art Show (PTA)
3/31/2023	\$ 50.00	League of California Cities Riverside County Division Dinner
4/11/2023	\$ 300.00	Rosy Cortez Art Supply contribution "MVCC"
4/18/2023	\$ 500.00	Community Health Systems, Inc -Backpack Giveaway
5/16/2023	\$ 300.00	Moreno Valley Mall Cinco De Mayor Festival
5/30/2023	\$ 200.00	Edgemont Woman's Club - Mural Project

\$ 2,690.45 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ - Carryover Budget Amount FY 21/22

\$ 3,000.00 FY 22/23 Amended Budget Amount

\$ 309.55 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 6/12/2023



**MAYOR PRO TEM EDWARD A. DELGADO**

Fiscal Year 2022/2023 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10012-620112 District 2 Discretionary  
 1010-10-01-10012-620117 District 2 Discretionary - Carryover  
 July 1, 2022 – May 31, 2023

<b>Date</b>	<b>Amount</b>	<b>Description</b>
<b>No expenditures to report for July 2022</b>		
8/2/2022	\$ 108.25	Trailseekers Moreno Valley Equestrian Center Reservation
8/26/2022	\$ 500.00	Diamond Girls Softball Association Team Contribution: Lady Outlaws
8/31/2022	\$ 190.84	The Bob Hope Project Plaque
9/30/2022	\$ 500.00	Canyon Springs Little League
9/30/2022	\$ 187.50	Banning State of the City
10/24/2022	\$ 208.54	Elks Lodge Hoop-Shoot
<b>No expenditures to report for November 2022</b>		
<b>No expenditures to report for December 2022</b>		
1/10/2023	\$ 500.00	The Hole in Wall, Inc.
2/3/2023	\$ 242.00	Trailseekers Moreno Valley Equestrian Center Reservation
<b>No expenditures to report for March 2023</b>		
<b>No expenditures to report for April 2023</b>		
5/16/2023	\$ 250.00	Valley View Baseball Boosters

\$ 2,687.13 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ 335.00 Carryover Budget Amount FY 21/22

\$ 3,335.00 FY 22/23 Amended Budget Amount

\$ 647.87 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 6/12/2023



**COUNCIL DISTRICT 1 ELENA BACA-SANTA CRUZ**  
Fiscal Year 2022/2023 Council Discretionary Expenditures  
Accounts: 1010-10-01-10011-620111 District 1 Discretionary  
1010-10-01-10011-620116 District 1 Discretionary - Carryover  
July 1, 2022 – May 31, 2023

Date	Amount	Description
<b>No expenditures to report for July 2022</b>		
8/31/2022	\$ 200.00	Diamond Girls Softball Association Team Contribution: Ruthless
9/21/2022	\$ 30.00	League of California Cities Riverside County Division Dinner
9/30/2022	\$ 187.50	Banning State of the City
10/13/2022	\$ 250.00	The Hole in Wall Inc.
10/31/2022	\$ 49.37	Turning Red Tape into Red Carpet
<b>No expenditures to report for November 2022</b>		
12/29/2022	\$ 250.00	Tuning Sounds Organization
<b>No expenditures to report for January 2023</b>		
<b>No expenditures to report for February 2023</b>		
2/28/2023	\$ 190.71	Edgemont Women’s Club Forum
3/8/2023	\$ 92.78	Edgemont Women’s Club Forum
3/24/2023	\$ 250.00	Canyon Springs Little League
3/31/2023	\$ 60.54	24th Annual Cesar E. Chavez Memorial Breakfast
4/24/2023	\$ 350.00	Edgemont Women’s Club Audio Equipment rental fee reimbursement
<b>No expenditures to report for May 2023</b>		

\$ 1,910.90 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ 1,450.00 Carryover Budget Amount FY 21/22

\$ 4,450.00 FY 22/23 Amended Budget Amount

\$ 2,539.10 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
Updated as of: 6/12/2023

Attachment: FY 22-23 Expenditure Report Sheet (6111 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023)





**COUNCIL DISTRICT 3 DAVID MARQUEZ**  
 Fiscal Year 2022/2023 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary  
 1010-10-01-10013-620118 District 3 Discretionary - Carryover  
 July 1, 2022 – May 31, 2023

Date	Amount	Description
7/31/2022	\$ 50.00	Jamil Dada Awards Ceremony Dinner
8/26/2022	\$ 500.00	Diamond Girls Softball Association Team Contribution: Luna Chicks
		<b>No expenditures to report for September 2022</b>
		<b>No expenditures to report for October 2022</b>
		<b>No expenditures to report for November 2022</b>
12/08/2022	\$ 50.00	2022 State of Riverside County
		<b>No expenditures to report for January 2023</b>
2/8/2023	\$ 500.00	Diamond Girls Softball Association Team Contribution: Mad Batters
2/22/2023	\$ 1,000.00	Moreno Valley Community Band Wind Symphony
3/13/2023	\$ 267.75	San Gorgonio Girl Scouts
		<b>No expenditures to report for April 2023</b>
		<b>No expenditures to report for May 2023</b>

\$ 2,367.75 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ 5,829.00 Carryover Budget Amount FY 21/22

\$ 8,829.00 FY 22/23 Amended Budget Amount

\$ 6,461.25 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 6/12/2023



**COUNCIL DISTRICT 4 CHEYLYNDA BARNARD**  
Fiscal Year 2022/2023 Council Discretionary Expenditures  
Accounts: 1010-10-01-10014-620114 District 4 Discretionary  
1010-10-01-10014-620119 District 4 Discretionary - Carryover  
December 13, 2022 – May 31, 2023

Date	Amount	Description
		<b>No expenditures to report for December 2022</b>
		<b>No expenditures to report for January 2023</b>
2/3/2023	\$ 167.63	San Gorgonio Girl Scouts
		<b>No expenditures to report for March 2023</b>
		<b>No expenditures to report for April 2023</b>
		<b>No expenditures to report for May 2023</b>

\$ 167.63 TOTAL Council Discretionary Expenditures for FY 22/23  
 \$ 1,500.00 FY 22/23 Adopted Budget Amount  
\$ - - Carryover Budget Amount FY 21/22  
\$ 1,500.00 FY 22/23 Amended Budget Amount

\$ 1,332.37 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
Updated as of: 6/12/2023

Attachment: FY 22-23 Expenditure Report Sheet (6111 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023)



**COUNCIL DISTRICT 4 ULISES CABRERA**

Fiscal Year 2022/2023 Council Discretionary Expenditures  
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary  
 1010-10-01-10014-620119 District 4 Discretionary - Carryover  
 July 1, 2022 – December 13, 2022

Date	Amount	Description
7/29/2022	\$ 500.00	Community Health Systems, Inc Backpack Giveaway
7/29/2022	\$ 500.00	Moreno Valley Community Band/ Wind Symphony Student Dues contribution
7/31/2022	\$ 50.00	Jamil Dada Awards Ceremony Dinner
7/31/2022	\$ 53.98	District 4 Town Hall Beverages and Snacks
7/31/2022	\$ 14.52	District 4 Town Hall Beverages and Snacks
7/31/2022	\$ 24.60	District 4 Town Hall Beverages and Snacks
8/8/2022	\$ 400.00	Moreno Valley Unified School District Health & Resource Fair Supplies
8/26/2022	\$ 300.00	Blessed Ministry CDC Backpack Giveaway
9/30/2022	\$ 187.50	Banning State of the City
10/31/2022	\$ 787.79	Valley View High School Football Team- Pre-Game Meal Raising Cane's
<b>No expenditures to report for November 2022</b>		

\$ 2,818.39 TOTAL Council Discretionary Expenditures for FY 22/23  
  
 \$ 3,000.00 FY 22/23 Adopted Budget Amount  
\$ - Carryover Budget Amount FY 21/22  
\$ 3,000.00 FY 22/23 Amended Budget Amount

\$ 181.61 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
 Updated as of: 6/12/2023

Attachment: FY 22-23 Expenditure Report Sheet (6111 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023)



**MAYOR DR. YXSTIAN A. GUTIERREZ**  
Fiscal Year 2022/2023 Council Discretionary Expenditures  
Accounts: 1010-10-01-10015-620130 Mayor Discretionary  
1010-10-01-10015-620131 Mayor Discretionary - Carryover  
July 1, 2022 – December 12, 2023

Date	Amount	Description
7/31/2022	\$ 50.00	Jamil Dada Awards Ceremony Dinner
8/31/2022	\$ 500.00	Diamond Girls Softball Association Team Contribution: Luna Chicks
9/01/2022	\$ 1,000.00	Valley View High School Football Team Uniforms
9/21/2022	\$ 30.00	League of California Cities Riverside County Division Dinner
9/30/2022	\$ 187.50	Banning State of the City
11/28/2022	\$ 9,622.63	Mayor's Turkey Give Away - Turkeys

\$	11,390.13	TOTAL Council Discretionary Expenditures for FY 22/23
\$	6,000.00	FY 22/23 Adopted Budget Amount
\$	5,767.00	Carryover Budget Amount FY 21/22
\$	<u>11,767.00</u>	FY 22/23 Amended Budget Amount

\$ 376.87 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.  
Updated as of: 6/12/2023

Attachment: FY 22-23 Expenditure Report Sheet (6111 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Sean P. Kelleher, Acting Community Development Director

**AGENDA DATE:** June 20, 2023

**TITLE:** AUTHORIZATION TO SUBMIT A GRANT PROPOSAL FOR THE TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) ROUND 5 PLANNING GRANT PROGRAM FUNDS

---

### **RECOMMENDED ACTION**

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

1. **ADOPT** Resolution No. 2023-XX, authorizing City staff to submit an application for Transformative Climate Communities (TCC) Round 5 Planning Grants Program Funds in the amount of \$ 300,000 for several projects as required by the grant guidelines, and authorizing the City Manager to execute an agreement to accept grant funds.

### **SUMMARY**

This report recommends that the City Council adopt a resolution authorizing staff to submit an application for Transformative Climate Communities (TCC) Round 5 Planning Grants Program in the amount of \$300,000 to request funding for the creation of an Action Plan to address topics including environmental health and food access as required by the grant guidelines.

### **BACKGROUND**

The Transformative Climate Communities Program (TCC) invests in community-led climate resilience projects in the state's most disadvantaged communities. The program objectives are to reduce greenhouse gas emissions, improve public health and the environment, and support economic opportunity and shared prosperity.

Since 2018, the California Strategic Growth Council has awarded TCC grants to 30 communities in California, including the City of Moreno Valley. In 2018, the City was awarded \$93,960 in funding for Engage MoVal: Outreach Toolbox for Disadvantaged

Communities.

The Transformative Climate Communities (TCC) Round 5 Planning Grants Program application requires the applicant's governing body to certify by resolution the approval of the application before submission.

## **DISCUSSION**

Planning staff has identified a potential qualifying project under the grant. The MoVal Healthy Places Community Action Plan (working title) will provide data analysis, policy development, and implementation strategies to assist in achieving health equity for the entire community of Moreno Valley. The Action Plan will address topics including but not limited to environmental health and food access.

City Staff is proposing to apply for the maximum grant award amount of \$300,000 for this round of funding. It should be noted that this grant application does not require a financial match.

The City already has efforts underway to address various policies and create programs provided in the General Plan MoVal 2040, which was updated in June 2021. If awarded, the TCC Planning Grant Program funds would provide the opportunity to expand and accelerate these efforts, focusing on MoVal 2040's Environmental Justice and Healthy Community Elements.

This task meets Transformative Climate Communities (TCC) Round 5 Planning Grants Program by promoting the State of California's economic, equity, and climate resiliency goals.

## **ENVIRONMENTAL**

The grant application is not a project under the California Environmental Quality Act (CEQA), therefore no CEQA analysis is required. Further, the implementation of activities using the grant monies would not meet the CEQA definition of a project, and therefore would not require further review.

## **ALTERNATIVES**

1. Authorize City staff to submit an application for Transformative Climate Communities (TCC) Round 5 Planning Grants Program in the amount of \$300,000 for the proposed MoVal Healthy Places Community Action Plan (working title) by approving the resolution. *This alternative is recommended by staff.*
2. Do not approve the resolution authorizing staff to submit the proposed grant application. Funding of the proposed action plan would need to be obtained through other sources. *This alternative is not recommended by staff.*

## **FISCAL IMPACT**

The total Transformative Climate Communities (TCC) Round 5 Planning Grants Program funding request is \$300,000. This grant application does not require a financial match. Project implementation would be funded initially through General Fund and would be reimbursed by the Transformative Climate Communities (TCC) Round 5 Planning Grants Program funds.

## **NOTIFICATION**

Publication of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Claudia Manrique  
Associate Planner

Department Head Approval:  
Sean Kelleher  
Acting Community Development Director

Concurred By:  
Catherine Lin  
Principal Planner

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 3.3: Partner with outside organizations to expand the range of workshops and programs provided to the community.

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

## **ATTACHMENTS**



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

1. Resolution 2023 - XX

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:43 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:46 AM



**RESOLUTION NUMBER 2023-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM GRANT FUNDS AS ADMINISTERED BY THE STRATEGIC GROWTH COUNCIL AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO ACCEPT FUNDS**

**WHEREAS** in 2017 the Legislature and the Governor of the State of California provided funds for the Transformative Climate Communities Program, established by Assembly Bill 2722 (2016); and

**WHEREAS** the Strategic Growth Council is responsible for the administration of this grant program, including developing guidelines and selection criteria; and

**WHEREAS** the Strategic Growth Council released the application guidance on March 8, 2023, with a due date of August 1, 2023; and

**WHEREAS** procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicant’s governing board before submission to the State; and

**WHEREAS** the City of Moreno Valley is authorized to apply for and accept a Transformative Climate Communities grant if awarded, and authority to execute all related documents; now, therefore, be it

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

1. That the City of Moreno Valley: approves the filing of an application for a Transformative Climate Communities grant for funding year 2023, to be submitted no later than August 1, 2023.
2. That the City of Moreno Valley certifies that Lead Applicant, in partnership with its Co-Applicants, will have sufficient resources to execute the strategies and projects that are outlined in the grant application.
3. That the City of Moreno Valley appoints the City Manager, or designee, as the agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, and payment requests that may be necessary for competition of the aforementioned strategies and projects.
4. That the City Clerk shall certify the adoption of this resolution, which shall take effect immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: Resolution 2023 - XX [Revision 1] (6300 : Authorization to Submit Grant Proposal)

**PASSED, APPROVED, AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE 2023.**

CITY OF MORENO VALLEY  
CITY COUNCIL

\_\_\_\_\_  
Ulises Cabrera,  
Mayor of the City of Moreno Valley

**ATTEST:**

\_\_\_\_\_  
Jan Halstead,  
City Clerk

**APPROVED AS TO FORM:**

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

Attachment: Resolution 2023 - XX [Revision 1] (6300 : Authorization to Submit Grant Proposal)

RESOLUTION JURAT

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE )

ss. CITY OF MORENO VALLEY )

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Attachment: Resolution 2023 - XX [Revision 1] (6300 : Authorization to Submit Grant Proposal)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Sean P. Kelleher, Acting Community Development Director

**AGENDA DATE:** June 20, 2023

**TITLE:** SECOND READING AND ADOPTION OF ORDINANCE NO. 999

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### **RECOMMENDED ACTION**

**Recommendation: That the City Council:**

Conduct the second reading by title only and adopt Ordinance No. 999.

### **SUMMARY**

This report recommends the adoption of Ordinance No. 999, introduced at the City Council meeting of June 6, 2023, approving amendments to Title 9 (Planning and Zoning).

### **DISCUSSION**

This item is the second reading of the Ordinance amending various sections of Municipal Code Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code that address the following matters:

- A. Updates to comply with State requirements related to housing, as well as assisting the City in complying with its housing element.
- B. Other minor clarifications and clean-up items.

### **ALTERNATIVES**

1. Conduct the second reading by title only and adopt Ordinance No. 999 *Staff recommends this alternative.*
2. Provide revisions to the draft Ordinances and have staff return with the revised drafts for another adoption process.

## **FISCAL IMPACT**

There are no fiscal impacts anticipated from the approval and adoption of this Ordinance. However, it is anticipated that the proposed modifications will streamline business and development regulations, which would be expected to have a positive impact on business and development and thus positive fiscal impact to the City.

## **NOTIFICATION**

The agenda was posted in accordance with the Brown Act.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Claudia Manrique  
Associate Planner

Department Head Approval:  
Sean Kelleher  
Acting Community Development Director

Concurred By:  
Catherine Lin  
Principal Planner

## **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.

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## **ATTACHMENTS**

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

1. Ordinance No. 999

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:20 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:44 AM

**ORDINANCE NO 999**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING VARIOUS SECTIONS WITHIN TITLE 9 (PLANNING AND ZONING), INCLUDING CHAPTER 9.02 (PERMITS AND APPROVALS), CHAPTER 9.03 (RESIDENTIAL DISTRICTS), CHAPTER 9.04 (COMMERCIAL DISTRICTS), CHAPTER 9.09 (SPECIFIC USE DEVELOPMENT STANDARDS), AND CHAPTER 9.15 (DEFINITIONS) OF THE MORENO VALLEY MUNICIPAL CODE**

**WHEREAS**, the City of Moreno Valley (“City”) is a general law city and a municipal corporation of the State of California; and

**WHEREAS**, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, morals and/or safety; and

**WHEREAS**, Section 9.02.050 (Amendments to zoning districts or other provisions of Title 9) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) of the Municipal Code provides that either the staff or the Planning Commission may initiate amendments to the provisions of Title 9; and

**WHEREAS**, staff has recommended to the Planning Commission that it recommend that the City Council adopt several amendments to Title 9, which include revising certain provisions of Chapter 9.02 (Permits and Approvals), Chapter 9.03 (Residential Districts), Chapter 9.04 (Commercial Districts), Chapter 9.09 (Specific Use Development Standards), and Chapter 9.15 (Definitions) (collectively referred to herein as “PEN23-0047”); and

**WHEREAS**, PEN23-0047 will clarify various development standards to provide some flexibility regarding existing requirements, make it less costly for the public with respect to processing certain entitlements and streamline certain entitlement procedures for efficiency purposes, all of which will promote economic development within the City; and

**WHEREAS**, staff has determined that PEN22-0047 is consistent with the MOVAL 2040 General Plan and its goals, objectives, policies, and programs, and with any applicable specific plan; and

**WHEREAS**, staff has further determined that PEN23-0047 will not adversely affect the public health, safety or general welfare; and

**WHEREAS**, staff has also determined that PEN23-0047 is consistent with the purposes and intent of Title 9; and

**WHEREAS**, staff has determined that PEN23-0047 amendments are exempt from the California Environmental Quality Act in accordance with Section 15061(b)(3) of the

CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:**

**Section 1. RECITALS**

That the above recitals are true and correct and are incorporated herein as though set forth at length herein.

**Section 2. AUTHORITY**

That this Ordinance is adopted pursuant to the authority granted by Article XI, Section 7 of the Constitution of the State of California and California Government Code Section 37100, and it is not intended to be duplicative of state law, or be preempted by state legislation.

**Section 3. AMENDMENT TO SECTION 9.02.020 (PERMITTED USES)**

Section 9.02.020 (Permitted Uses) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit A.

**Section 4. AMENDMENT TO SECTION 9.02.320 (REASONABLE ACCOMMODATION PROCEDURES)**

Section 9.02.030 (Reasonable Accommodation Procedures) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit B.

**Section 5. AMENDMENT TO SECTION 9.03.050 (DENSITY BONUS PROGRAM FOR AFFORDABLE HOUSING)**

Section 9.03.050 (Density Bonus Program for Affordable Housing) of Chapter 9.03 (Residential Districts) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit C.

**Section 6. ADDING SECTION 9.04.050 (AFFORDABLE HOUSING IN COMMERCIAL ZONES) TO CHAPTER 9.04 (COMMERCIAL DISTRICTS)**

Section 9.04.050 (Affordable Housing In Commercial Zones) of Chapter 9.04 (Commercial Districts) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit D.

**Section 7. AMENDMENT TO SECTION 9.09.130 (ACCESSORY DWELLING UNITS)**



Section 9.09.130 (Accessory Dwelling Units) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit E.

**Section 8. AMENDMENT TO SECTION 9.09.150 (SENIOR CITIZEN HOUSING)**

Section 9.09.150 (Senior Citizen Housing) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit F.

**Section 9. AMENDMENT TO SECTION 9.09.160 (RESIDENTIAL CARE FACILITIES)**

Section 9.09.160 (Residential Care Facilities) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit G.

**Section 10. AMENDMENT TO SECTION 9.09.170 (EMERGENCY HOMELESS SHELTERS)**

Section 9.09.170 (Emergency Homeless Shelters) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit H.

**Section 11. AMENDMENT TO SECTION 9.09.170 (EMPLOYEE HOUSING)**

Section 9.09.170 (Employee Housing) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit I.

**Section 12. ADDING SECTION 9.09.320 (LOW BARRIER NAVIGATION CENTERS) TO CHAPTER 9.09 (SPECIFIC USE DEVELOPMENT STANDARDS)**

Section 9.09.320 (Low Barrier Navigation Center) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit J.

**Section 13. ADDING SECTION 9.09.330 (GROUP HOMES) TO CHAPTER 9.09 (SPECIFIC USE DEVELOPMENT STANDARDS)**

Section 9.09.330 (Group Homes) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit K.

**Section 14. AMENDMENT TO SECTION 9.15.030 (DEFINITIONS)**

Section 9.15.030 (Definitions) of Chapter 9.15 (Definitions) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit L.

**Section 15. CEQA COMPLIANCE**

That PEN23-0047 Amendments are exempt from the California Environmental Quality Act in accordance with Section 15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment, and with respect to implementation of Assembly Bill 2011 and Senate Bill 6 (collectively, "Bills"), is exempt from CEQA pursuant to the express provisions of said Bills.

**Section 16. FINDINGS**

The ordinance is consistent with the City's 2040 General Plan.

**Section 17. 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 18. 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 19. EFFECTIVE DATE**

That this Ordinance shall take effect thirty (30) days after its second reading.

**Section 20. CERTIFICATION**

That the City Clerk shall certify to the passage and adoption of this Ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Ordinance is passed and adopted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INTRODUCED at a regular meeting of the City Council on June 6, 2023, and PASSED, APPROVED, and ADOPTED by the City Council on June 20, 2023, by the following vote:

\_\_\_\_\_  
Ulises Cabrera, Mayor  
City of Moreno Valley

**ATTEST:**

\_\_\_\_\_  
Jan Halstead, City Clerk

**APPROVED AS TO FORM:**

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

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

**ORDINANCE JURAT**

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE )

ss. CITY OF MORENO VALLEY

)

I, \_\_\_\_\_, City Clerk of the City of Moreno Valley, California,  
do hereby certify that Ordinance No. 2023 - **XX** was duly and regularly adopted  
by the City Council of the City of Moreno Valley at a regular meeting thereof held  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and

Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

**Exhibit A**

**9.02.020 Permitted uses.**

The following tables contain columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit. Where the table indicates, a use is allowed with conditional use permit, unless otherwise expressly provided, all district uses and other standards and requirements shall apply. Permitted Uses Table 9.02.020-1 identifies all zoning districts within the city except for the mixed-use zones/corridors and mixed-use overlay districts, which are in Permitted Uses Table 9.02.020-2.

<b>Permitted Uses Table 9.02.020-1</b>																										
X - Indicates stated use is permitted subject to district requirements. C - Indicates stated use is allowed with a conditional use permit. ♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses. A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met. S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria. M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.																										
	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones					
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Adult Businesses																	A		A	A						
Agricultural Uses—Crops Only <sup>18</sup>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities (including helipads and facilities for quadcopters) <sup>18</sup>																	C		C	C	C	C	C	C	C	
Ambulance Service																	♦					X	X	X	X	
Amusement Parks, Fairgrounds <sup>18</sup>																	♦					X				
Animal Raising (see Section 9.09.090 of this title) <sup>18</sup>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance and Electronic Repair Shops													X	X	X	X	X					X	X			X
Arcades, Video Machines																♦	X	♦								
Athletic Clubs, Gymnasiums and Spas <sup>18</sup>													X	X	X	X	X		X			X	X	X	X	
Auction Houses <sup>18</sup>																	X									X
Auditoriums <sup>18</sup>													♦	♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	
Auto Electronic Accessories and Installation																	X					X	X			X
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations																	♦					X	X			
Auto Service Stations																♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Accessory uses include convenience store and car wash																										

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

**Exhibit A**

**Permitted Uses Table 9.02.020-1**

- X - Indicates stated use is permitted subject to district requirements.
- C - Indicates stated use is allowed with a conditional use permit.
- ◆ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
- A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.
- S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria.
- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Residential Zones													Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																											
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																◆	X						X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																◆							X				
Auto Rentals																X								X	X	X	
Auto Supply Stores													X	X	X	X	X						X	X		X	
Bakery Shops													X	X	X	X	X	X								X	
Bakery—Commercial <sup>18</sup>																							X				
Banks—Financial Institutions <sup>18</sup>													X	X	X	X	X	X	X	X					X	X	
Barber and Beauty Colleges <sup>18</sup>													X	X	X	X	X		X	X				X	X		
Bars (Drinking Establishments) <sup>18</sup>																											
Bars													C	C	C	C	C	C									
Bars, with Limited Live Entertainment													C	C	C	C	C	C									
Boat Sales New and Used Including Repairs and Accessory Installation																	◆						X				
Boarding and Rooming Houses <sup>18</sup>									X	X	X	X	X	X													
Bowling Alley													◆	◆	◆	X	X										
Building Material Sales <sup>18</sup>																	◆										
With outdoor storage <sup>18</sup>																	◆						X	X			
Building Material Storage Yards <sup>18</sup>																							X				
Bus, Rail and Taxi Stations <sup>18</sup>															◆		◆										
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X							X	
Business Schools <sup>18</sup>													X	X	X	X	X	X	X	X				X	X	X	
Business Supply Stores													X	X	X	X	X		X				X	X		X	
Cabinet Shop																							X	X	X	X	
Caretakers Residence <sup>1</sup>																◆	◆	C	◆	◆	◆		◆	◆	◆	◆	
Car Wash																X	X						X				
Accessory to auto related use																◆	◆						X				
Catering Service													X	X	X	X	X	X							X	X	

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

**Exhibit A**

**Permitted Uses Table 9.02.020-1**

- X - Indicates stated use is permitted subject to district requirements.
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- A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.
- S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria.
- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS		
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C																
Churches <sup>2, 18</sup>	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	C	◆	◆	◆	◆	◆	◆	◆			
Clubs <sup>18</sup>								◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆						C	
Commercial Cannabis Activities <sup>17, 18</sup>																												
Cultivation																							M	M	M			
Dispensary																M	M										M	
Manufacturing																							M	M	M			
Testing																							M	M	M			
Microbusiness																	M										M	
Distribution Center																M	M						M	M	M			
Commercial Radio or Television Stations																												
With on-site antenna																◆						◆	◆	◆	◆			
Without on-site antenna																X						X	X	X	X			
Communications Facilities (See Section 9.09.040 of this title)																												
Computer Sales and Repairs													X	X	X	X	X		X			X	X	X	X			
Contractors Storage Yard																						X						
Convalescent Homes/Assisted Living <sup>18</sup>							C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆							
Convenience Stores																												
With drive-through																X	X											
Without drive-through													X	X	X	X	X											
With alcohol sales													◆	◆	◆	◆	◆											
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services <sup>18</sup>															C		◆		◆		◆				◆	◆		
Copy Shops													X	X	X	X	X	X	X	X		X	X	X	X			
Country Club <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C																
Dancing, Art, Music and Similar Schools <sup>18</sup>													X	X	X	X	X	X	X	X			X	X	X			
Day Care Centers <sup>18, 19</sup>	X	X	X	X	X	X	X	X	X	X	X	X	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	C	
Delicatessens <sup>18</sup>													X	X	X	X	X	X	X				X	X	X			
Diaper Supply Service																						X						
Laundry with fleet storage <sup>18</sup>																						X						

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

**Exhibit A**

**Permitted Uses Table 9.02.020-1**

- X - Indicates stated use is permitted subject to district requirements.
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- A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.
- S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria.
- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Residential Zones													Mixed Use Overlay			Commercial & Office Zones						Industrial Zones					
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS		
Disposal company																						X						
Drapery Shops													X	X	X	X	X	X										
Dressmaking Shops													X	X	X	X	X	X										
Driving School <sup>18</sup>													X	X	X	X	X		X	X				X	X	X		
Drug Stores													X	X	X	X	X	X										
Dry Cleaning or Laundry <sup>18</sup>																												
a. Dry Cleaning													X	X	X	X	X	X	X								X	
b. Laundromat													X	X	X	X	X	X	X									
c. Laundry Commercial																						X	X					
Emergency Shelters <sup>14</sup>													X	X	X		C		C	C	X	C				C		
Employee Housing <sup>18</sup>									X	X	X	X							C	C	X							
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack) <sup>18</sup>	C	C	C	C													◆										C	
Exterminators																	C						X	X	X	X		
Feed and Grain Stores																X	X	X										
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X						X					
Fraternity/Sorority <sup>18</sup>									C	C	C	C																
Frozen Food Locker																							X	X				
Gasoline Dispensing - Non-retail accessory to an auto-related use <sup>18</sup>																	X						X	X	X	X		
Glass Shops and Glass Studios—Stained, etc.																X	X						X	X			X	
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C																	◆
Handicapped Housing <sup>18</sup>									X	X	X	X	X	X	X													
Heavy Equipment Sales and Rentals																	X							X	X			
Hospitals <sup>18</sup>																◆	◆		◆	◆					C	C	C	
Hotels <sup>18</sup>																												
a. With 20% or less of the units containing kitchens													X	X	X		X		C				X	X	X			
b. With over 20% of the units containing kitchens													C	C	C		C		C				C	C	C			
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X							X		

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- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS		
Impound Yards																						X						
Jewelry Stores													X	X	X	X	X	X										
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		◆	◆	◆	◆	C					
Laboratories (medical and dental) <sup>18</sup>													X	X	X	X	X		X	X		X	X	X	X			
Libraries <sup>18</sup>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X			
Liquor Stores													◆	◆		◆	◆											
Live/Work Unit <sup>12, 18</sup>													X	X	X													
Locksmith Shops													X	X	X	X	X	X				X	X	X	X			
Lodge Halls and Similar Facilities <sup>18</sup>													◆	◆	◆	◆	◆		◆					◆	◆			
Low Barrier Navigation Centers <sup>18</sup>													X	X	X		X		X	X	X							X
Lumberyards																	X					X						
Mail Order House																	X					X	X	X	X			
Manufacturing and Assembly <sup>18</sup>																												
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X			
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X					
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X					
d. Retail sales of goods produced or warehoused on-site <sup>3</sup>																						X	X	X	X			
Medical Clinics/Medical Care <sup>18</sup>																												
Inpatient care													X	X	X	X	X		X	X		X	X	X	X			
Urgent care													X	X	X	X	X		X	X								
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices															X	X	X		X									
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X									
Mobile Home Parks <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C																

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones					
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Mobile Home Sales or Rentals (outdoor display)																											
Mortuaries																											
With cremation services																								X	X		
No cremation services				C	C	C	C	C	C	C	C	C			◆	◆	◆							X	X		
Museums <sup>18</sup>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X						X	X	X	X	
Nightclubs <sup>18</sup>														C	C		C										
Nursery, (Plant), Wholesale and Distribution	X	X	X	X																		X	X			X	
Offices (administrative and professional) <sup>18</sup>													X	X	X	X	X	X	X	X			X	X	X		
Open Air Theaters <sup>18</sup>															C						C						C
Orphanages <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C															
Painting Contractor																							X	X			
Parcel Delivery Terminals <sup>18</sup>																						X	X	X	X		
Parking Lot															C	C	X	X	C					X			
Parks and Recreation Facilities (public) <sup>18</sup>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities <sup>15</sup> , barber and beauty shops, and tattoo parlors) <sup>18</sup>													X	X	X	X	X	X	X						X		
Pharmacy <sup>4</sup>													X	X	X	X	X	X	X						X		
Photo Studios													X	X	X	X	X	X	X						X		
Plumbing Shops																	X								X		
Plumbing Supply Stores for Contractors																							X	X	X		
Pool Hall <sup>18</sup>														◆		◆	◆										
Postal Services													X	X	X	X	X	X	X				X	X	X		
Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X		
Public Administration, Buildings and Civic Centers <sup>18</sup>													X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	X	X	◆	◆	C	
Racetracks <sup>18</sup>																	C				C						
Record Store													X	X	X	X	X	X									
Recording Studio													X	X	X	X	X	X	X	X		X	X	X	X		
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆									

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones					
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Recycling, Large Collection Facility <sup>5</sup>																	◆						X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X					X	X	X	X	
Recycling Processing Centers													X	X	X	X	X	X	X	X	X		X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X		X	X	X	X	
Rental Service																											
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X					X	X	X	X	
With outdoor storage and display (vehicles, equipment, etc.)																	◆	◆					X	X			
Research and Development <sup>18</sup>													X	X	X				X	X			X	X	X	X	
Residential <sup>18</sup>																											
Single-Family	X	X	X	X	X	X	X	X	X	X	X	X															
Multiple-Family										X	X	X	X	X	X												
Affordable Housing in Commercial Zones <sup>20</sup>													X	X	X	X	X	X	X	X							
Manufactured home park (see mobile home parks)																											
Residential Care Facility																											
for six (6) or less persons <sup>18</sup>	X	X	X	X	X	X	X	X	X	X	X	X															
for seven or more persons <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X												
Restaurants (Eating and Drinking Establishments) <sup>18</sup>																											
Without entertainment													X	X	X	X	X	X	X								X
With Limited Live entertainment													X	X	X	X	X	X	X								
With alcoholic beverage sales													X	X	X	X	X	X									X
With outdoor seating <sup>13</sup>													X	X	X	X	X	X									X
Restaurants (fast-food) <sup>18</sup>																											
With drive-through																	◆	◆									◆
Without drive-through													X	X	X	X	X										X
Retails Sales													X	X	X	X	X	X									
Support Retail Sales													X	X	X				X								X
Sandwich Shops <sup>6</sup>													X	X	X	X	X	X	X	X <sup>6</sup>							
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆								◆	◆	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X												
Shoe Shine Stands													X	X	X	X	X								X	X	
Shoe Repair Shop													X	X	X	X	X	X									

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Sign Shop													X	X	X	X	X	X				X	X	X	X	
Single room occupancy (SRO) facility <sup>18</sup>												C	C	C	C		X									
Skating Rinks <sup>18</sup>														X			X									
Smoke Shops <sup>16</sup>																S	S	S	S							
Stationery Stores													X	X	X	X	X	X	X					X	X	
Statue Shop -Outdoor display																	◆					X	X			
Storage Lots and Mini-Warehouses																										
Indoor																	C					X				
Outdoor																	C					X				
Supportive and Transitional Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X						
Swim Schools/Center with Incidental Commercial Uses <sup>18</sup>	C	C	C	C	C	C	C	C	C	C	C	C					X									
Taxidermist																	X					X	X			
Theaters (excludes open air) <sup>18</sup>													X	X	X	X	X	X								
Tire Recapping																						X				
Trade and Vocational Schools <sup>18</sup>													X	X	X		X		X	X			X	X	X	
Transfer, Moving and Storage Facilities																						X	X			
Truck Wash																						X	X			
Upholstery Shops																	X					X	X		X	
Vehicle Storage Yards																										
Indoor																	X					X	X			
Outdoor																	C					X	X			
Vending Machine Service and Repair																						X	X	X	X	
Veterinarian (including animal hospital) <sup>18</sup>																										
All activities within an enclosed structure													X	X	X	X	X							X	X	
With outdoor activities																	◆						◆	◆		
Weight Reduction Center													X	X	X	X	X	X	X							
Wholesale, Storage, and Distribution <sup>18</sup>																										
All activities indoors (50,000 square feet or less)																						X	X	X	X	
All activities indoors (more than 50,000 square feet)																						X	X			
All activities outdoors																						X				
Retail sale of goods warehoused on-site <sup>7</sup>																						X	X	X		

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	Residential Zones											Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUJ <sup>(8,10,11)</sup>	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Wrecking Yard																						♦				

- Notes:
- (1) Do not consider residential use per distance requirement.
  - (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
  - (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
  - (4) Permitted in the OC and VOR districts only as a support medical office facility.
  - (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
  - (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
  - (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
  - (8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
  - (9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
  - (10) See Section 9.07.40 (Medical Use Overlay District)
  - (11) See Section 9.09.260 (Mixed Use Development)
  - (12) See Section 9.09.250 (Live-Work Development)
  - (13) See Section 9.09.270 (Outdoor Dining)
  - (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
  - (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.
  - (16) See Section 9.09.280.C (Smoke Shops) for distance requirements that require a Conditional Use Permit.
  - (17) See Section 9.09.290 (Commercial Cannabis Activities) for all Commercial Cannabis Activities regulations.
  - (18) See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.
  - (19) For Day Care uses in the Moreno Valley Industrial Area Plan (SP 208), See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.
  - (20) See Section 9.04.050 (Affordable Housing in Commercial Zones)
  - (21) See Section 9.09.320. 9.09.320 Low barrier navigation centers.

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**Exhibit A**

Zoning District Key			
HR	Hillside Residential District	MU	Mixed Use Overlay District
RR	Rural Residential District	MUN	Mixed-Use Neighborhood Overlay District
R1	Residential 1 District (40,000 square feet minimum lot size)	MUC	Mixed-Use Community Overlay District
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	MUI	Mixed-Use Institutional Anchor Overlay District
R2	Residential 2 District (20,000 square feet minimum lot size)	NC	Neighborhood Commercial District
R3	Residential 3 District (10,000 square feet minimum lot size)	CC	Community Commercial District
R5	Residential 5 District (7,200 square feet minimum lot size)	VC	Village Commercial District
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)	OC	Office Commercial District
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)	O	Office District
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)	P	Public District
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)	I	Industrial District
R30	Residential 30 District (Up to 30 Dwelling Units per net acre)	LI	Light Industrial
		BP	Business Park District
		BPX	Business Park-Mixed Use District
		OS	Open Space District

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**Exhibit A**

**Permitted Uses Table 9.02.020-2 MIXED USE ZONES**

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	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
Adult Businesses							
Agricultural Uses—Crops Only <sup>18</sup>		X	X	X	X	X	X
Agricultural (involving structures)							
Aircraft Landing Facilities(including helipads and facilities for quadcopters) <sup>18</sup>	C						
Ambulance Service	◆		◆	◆			
Amusement Parks, Fairgrounds <sup>18</sup>							
Animal Raising (see Section 9.09.090 of this title) <sup>18</sup>					X	X	X
Appliance and Electronic Repair Shops			X		X	X	X
Arcades, Video Machines			X				
Athletic Clubs, Gymnasiums and Spas <sup>18</sup>		X	X	X	X	X	X
Auction Houses <sup>18</sup>			X				
Auditoriums <sup>18</sup>		X	◆	X	◆	◆	◆
Auto Electronic Accessories and Installation	X		X				
Automobile Fleet Storage	X						
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations	◆	X	◆				
Auto Service Stations							
◆ Accessory uses include convenience store and car wash	X	◆	◆	◆			
◆ Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)							
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)	◆		◆				
Automotive Paint and Body Repair—Major Engine Overhaul	◆		◆				
Auto Rentals	X		X				
Auto Supply Stores			X	X	X	X	X
Bakery Shops		X	X	X	X	X	X
Bakery—Commercial <sup>18</sup>							
Banks—Financial Institutions <sup>18</sup>		X	X	X	X	X	X
Barber and Beauty Colleges <sup>18</sup>		X	X	X	X	X	X
Bars (Drinking Establishments) <sup>18</sup>							
Bars			C	C	C	C	C
Bars, with Limited Live Entertainment			C	C	C	C	C
Boarding and Rooming Houses <sup>18</sup>					X	X	
Bowling Alley <sup>18</sup>			X	X	◆	◆	◆
Building Material Sales (with or without outdoor sales) <sup>18</sup>	◆		◆				
Building Material Storage Yards <sup>18</sup>	X						

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

**Exhibit A**

**Permitted Uses Table 9.02.020-2 MIXED USE ZONES**

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- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
Bus, Rail and Taxi Stations <sup>18</sup>			◆	◆			◆
Business Equipment Sales (includes repairs)	X	X	X	X	X	X	X
Business Schools <sup>18</sup>		X	X	X	X	X	X
Business Supply Stores	X	X	X	X	X	X	X
Cabinet Shop	X		X				
Caretakers Residence <sup>1</sup>	C		X				
Car Wash	X		X				
Accessory to auto related use							
Catering Service			X	X	X	X	X
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)							
Churches <sup>2, 18</sup>		◆	◆	◆	◆	◆	◆
Clubs <sup>18</sup>		◆	◆	◆	◆	◆	◆
Commercial Cannabis Activities <sup>17, 18</sup>							
Cultivation							
Dispensary	M		M				
Manufacturing							
Testing							
Microbusiness			M				
Distribution Center							
Commercial Radio or Television Stations							
With on-site antenna			◆	C			
Without on-site antenna	X		X	X			
Communications Facilities (See Section 9.09.040 of this title)							
Computer Sales and Repairs	X	X	X	X	X	X	X
Contractors Storage Yard							
Convalescent Homes/Assisted Living <sup>18</sup>			◆	◆	◆	◆	◆
Convenience Stores							
With drive-through	X		X				
Without drive-through	X	X	X	X	X	X	X
With alcohol sales	◆	◆	◆	◆	◆	◆	◆
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services <sup>18</sup>				C			C
Copy Shops	X	X	X	X	X	X	X
Country Club <sup>18</sup>				C			
Dancing, Art, Music and Similar Schools <sup>18</sup>		X	X	X	X	X	X

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- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
Day Care Centers <sup>18, 19</sup>		◆	◆	◆	◆	◆	◆
Delicatessens <sup>18</sup>		X	X	X	X	X	X
Diaper Supply Service	X						
Laundry with fleet storage <sup>18</sup>							
Disposal Company							
Drapery Shops	X	X	X	X	X	X	X
Dressmaking Shops	X	X	X	X	X	X	X
Driving School <sup>18</sup>	X	X	X	X	X	X	X
Drug Stores	X	X	X	X	X	X	X
Dry Cleaning or Laundry <sup>18</sup>							
a. Dry Cleaning	X		X	X	X	X	X
b. Laundromat	X		X	X	X	X	X
c. Laundry Commercial	X						
Emergency Shelters <sup>14</sup>		X	X	X	X	X	X
Employee Housing <sup>18</sup>							
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack) <sup>18</sup>		X					
Exterminators	X		C				
Feed and Grain Stores	X		X				
Fire and Police Stations	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)	X	X	X	X	X	X	X
Fraternity/Sorority <sup>18</sup>							
Frozen Food Locker							
Gasoline Dispensing - Non-retail accessory to an auto-related use <sup>18</sup>	X		X	X			
Glass Shops and Glass Studios—Stained, etc.	X		X	X			
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses <sup>18</sup>				C			
Handicapped Housing <sup>18</sup>			X	X	X	X	X
Heavy Equipment Sales and Rentals	X						
Hospitals <sup>18</sup>			◆	◆			◆
Hotels <sup>18</sup>							
a. With 20% or less of the units containing kitchens			X	X	X	X	X
b. With over 20% of the units containing kitchens			C	C	C	C	C
Ice Cream Stores— Including Yogurt Sales	X	X	X	X	X	X	X
Impound Yards	C						
Jewelry Stores	X	X	X	X	X	X	X

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- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
Kennel and Catteries	C		C		C	C	C
Laboratories (medical and dental) <sup>18</sup>	X		X	X	X	X	X
Libraries <sup>18</sup>	X	X	X	X	X	X	X
Liquor Stores			◆	◆	◆	◆	
Live/Work Unit <sup>12, 18</sup>			X	X	X	X	X
Locksmith Shops	X		X	X	X	X	X
Lodge Halls and Similar Facilities <sup>18</sup>			◆	◆	◆	◆	◆
Low Barrier Navigation Centers <sup>18</sup>			X	X	X	X	X
Lumberyards							
Mail Order House							
Manufacturing and Assembly <sup>18</sup>							
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced	X						
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced	X						
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage							
d. Retail sales of goods produced or warehoused on-site <sup>3</sup>	X						
Medical Clinics/Medical Care <sup>18</sup>							
Inpatient care		X	X	X	X	X	X
Urgent care		X	X	X	X	X	X
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices	X	X	X	X			X
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment	X	X	X	X			X
Mobile Home Parks <sup>18</sup>							
Mobile Home Sales or Rentals (outdoor display)							
Mortuaries <sup>18</sup>							
With cremation services							
No cremation services			◆				◆
Museums <sup>18</sup>		X	X	X	X	X	X
Newspaper and Printing Shops	X	X	X	X	X	X	X
Nightclubs <sup>18</sup>			C	C		C	C
Nursery, (Plant), Wholesale and Distribution		X	X				
Offices (administrative and professional) <sup>18</sup>	X	X	X	X	X	X	X
Open Air Theaters <sup>18</sup>				X			C

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	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
Orphanages <sup>18</sup>							
Painting Contractor	X						
Parcel Delivery Terminals <sup>18</sup>							
Parking Lot	X		X	X			C
Parks and Recreation Facilities (public) <sup>18</sup>		X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities <sup>15</sup> , barber and beauty shops, and tattoo parlors) <sup>18</sup>	X	X	X	X	X	X	X
Pharmacy <sup>4</sup>	X	X	X	X	X	X	X
Photo Studios	X	X	X	X	X	X	X
Plumbing Shops	X		X				
Plumbing Supply Stores for Contractors	X						
Pool Hall <sup>18</sup>				◆		◆	
Postal Services	X		X	X	X	X	X
Pottery Sales with Outdoor Sales	X	X	X	X	X	X	X
Public Administration, Buildings and Civic Centers <sup>18</sup>			X	X	X	X	X
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices <sup>18</sup>					◆	◆	◆
Racetracks <sup>18</sup>							
Record Store			X	X	X	X	X
Recording Studio	X	X	X	X	X	X	X
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses <sup>18</sup>	◆	◆	◆	◆	◆	◆	◆
Recycling, Large Collection Facility <sup>5</sup>							
Recycling, Small Collection Facility	X		X	X	X	X	X
Recycling Processing Centers							
Refreshment Stands					X	X	X
Rental Service							
Within an enclosed structure (furniture, office, party supplies)	X		X		X	X	X
With outdoor storage and display (vehicles, equipment, etc.)	◆						
Research and Development <sup>18</sup>	X	X	X	X	X	X	X
Residential <sup>18</sup>							
Single-Family				X			
Multiple-Family			X	X	X	X	X
Affordable Housing in Commercial Zones <sup>20</sup>		X	X	X	X	X	X
Manufactured home park (see mobile home parks)							
Residential Care Facility							
for six (6) or less persons <sup>18</sup>			X	X	X	X	X

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	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
for seven or more persons <sup>18</sup>			C	C	C	C	X
Restaurants (Eating and Drinking Establishments) <sup>18</sup>							
Without entertainment		X	X	X	X	X	X
With Limited Live entertainment			X	X	X	X	X
With alcoholic beverage sales			X	X	X	X	X
With outdoor seating <sup>13</sup>		X	X	X	X	X	X
Restaurants (fast-food) <sup>18</sup>							
With drive-through	X	◆	◆	◆			
Without drive-through	X	X	X	X	X	X	X
Retail Sales	X	X	X	X	X	X	X
Support Retail Sales			X	X	X	X	X
Sandwich Shops <sup>6</sup>	X	X	X	X	X	X	X
Schools, Private			◆	C	◆	◆	◆
Senior Housing			X	X	X	X	X
Shoe Shine Stands	X	X	X	X	X	X	X
Shoe Repair Shop	X		X	X	X	X	X
Sign Shop	X		X	X	X	X	X
Single room occupancy (SRO) facility <sup>18</sup>					C	C	C
Skating Rinks <sup>18</sup>			X	X		X	
Smoke Shops <sup>16</sup>			S	S			
Stationery Stores	X		X	X	X	X	X
Statue Shop -Outdoor display	X						
Storage Lots and Mini- Warehouses							
Indoor	C		C				
Outdoor	C						
Swim Schools/Center with Incidental Commercial Uses <sup>18</sup>			X	C			
Taxidermist	X						
Theaters (excludes open air) <sup>18</sup>			X	X	X	X	X
Tire Recapping							
Trade and Vocational Schools <sup>18</sup>		X	X	X	X	X	X
Transfer, Moving and Storage Facilities	X						
Transit Center				X			
Truck Wash							
Upholstery Shops	X		X				
Vehicle Storage Yards							

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	Mixed Use Districts				Mixed Use Overlay		
	BF District	H-OC District	COMU District	DC District	MUN <sup>(9,11)</sup>	MUC <sup>(9,11)</sup>	MUI <sup>(8,10,11)</sup>
Indoor	X						
Outdoor							
Vending Machine Service and Repair							
Veterinarian (including animal hospital) <sup>18</sup>	X						
All activities within an enclosed structure	X	X	X	X	X	X	X
With outdoor activities			◆				
Weight Reduction Center	X	X	X	X	X	X	X
Wholesale, Storage, and Distribution <sup>18</sup>							
All activities indoors (50,000 square feet or less)	X						
All activities indoors (more than 50,000 square feet)	X						
All activities outdoors							
Retail sale of goods warehoused on-site <sup>7</sup>	X						
Wrecking Yard	X						

- Notes:
- (1) Do not consider residential use per distance requirement.
  - (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
  - (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
  - (4) Permitted in the OC and VOR districts only as a support medical office facility.
  - (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
  - (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
  - (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
  - (8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
  - (9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
  - (10) See Section 9.07.40 (Medical Use Overlay District)
  - (11) See Section 9.09.260 (Mixed Use Development)
  - (12) See Section 9.09.250 (Live-Work Development)
  - (13) See Section 9.09.270 (Outdoor Dining)
  - (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
  - (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.

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				Mixed Use Districts		Mixed Use Overlay				
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(16)	See Section 9.09.280.C (Smoke Shops) for distance requirements that require a Conditional Use Permit.									
(17)	See Section 9.09.290 (Commercial Cannabis Activities) for all Commercial Cannabis Activities regulations.									
(18)	See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.									
(19)	For Day Care uses in the Moreno Valley Industrial Area Plan (SP 208), See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.									
(20)	See Section 9.04.050 (Affordable Housing in Commercial Zones)									

Zoning District Key			
BF	Business Flex	MU	Mixed Use Overlay
DC	Downtown Center	MUN	Mixed-Use Neighborhood Overlay
COMU	Corridor Mixed Use	MUC	Mixed-Use Community Overlay
H-OC	Highway – Office/Commercial	MUI	Mixed-Use Institutional Anchor Overlay

Attachment: Ordinance No. 999 [Revision 4] (6278 : Spring 23 Omnibus Second Reading)

## Exhibit B

### 9.02.320 Reasonable accommodation procedures.

- A. Purpose and Intent. It is the purpose of this section to provide reasonable accommodations in the city's zoning and land use regulations, policies, and practices when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling.
- B. Definitions. The following terms as used in this section shall, unless the context clearly indicates otherwise, have the following meanings:
- “Applicant” means a person, business, or organization making a written request to the city for reasonable accommodation in the strict application of the city's zoning and land use laws, rules, policies, practices and/or procedures.
- “Fair Housing Laws” means the Federal Fair Housing Act (42 U.S.C. Section 3601, et seq.), the Americans with Disabilities Act, and the California Fair Employment and Housing Act (California [Government Code](#) Section 12900, et seq.), as these statutes now exist or may be amended from time to time, and each Act's implementing regulations.
- “Person with a disability” means an individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a record of having such an impairment. Such an impairment shall not include an individual's current, illegal use of a controlled substance.
- “Reasonable accommodation” in the land use and zoning context, reasonable accommodation means providing individuals with disabilities or developers of housing for people with disabilities with flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to provision of housing or service opportunities.
- "Special Needs Populations" means disabled households, agricultural workers, single- parent households, survivors of physical abuse, homeless persons or persons at risk of becoming homeless, chronically ill persons including those with HIV and mental illness, displaced teenage parents (or expectant teenage parents), homeless youth as defined in Government Code section 11139.5, individuals exiting from institutional settings, chronic substance abusers, or other specific groups with unique housing needs as determined by the State. "Special Needs Populations" do not include seniors or the frail elderly unless they otherwise qualify as a Special Needs Population.”)
- C. Authority of the Planning Official. The planning official is hereby designated to approve, conditionally approve, or deny, without public hearing, all applications for a reasonable accommodation.
- D. Procedure for Application Review.
1. Applicant. A request for a reasonable accommodation may be made by any person with a disability, his or her representative, or a developer or provider of housing for individuals with a disability.
  2. Application. An application for a reasonable accommodation shall be made on a form provided by the planning department. No fee shall be required for a request for reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for all other

## Exhibit B

- discretionary permits. If an individual needs assistance in making the request for reasonable accommodation, the city will provide assistance to ensure that the process is accessible.
3. Other Discretionary Permits. If the project for which the request for reasonable accommodation is made requires another discretionary permit or approval, the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval. The processing procedures of the discretionary permit shall govern the joint processing of both the reasonable accommodation and the discretionary permit.
  4. Required Submittals. An application for a reasonable accommodation shall include the following:
    - a. Documentation that the applicant is: (i) a person with a disability, (ii) applying on behalf of one or more persons with a disability, or (iii) a developer or provider of housing for one or more persons with a disability;
    - b. The name and address of the individual(s) requesting the reasonable accommodation;
    - c. The name and address of the property owner(s);
    - d. The address of the property for which accommodation is requested;
    - e. A description of the reasonable accommodation requested by the applicant;
    - f. An explanation of how the specific reasonable accommodation requested by the applicant is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy the residence;
    - g. Where applicable, documentation that the requested accommodation is designed and constructed pursuant to Title 24 of the [California Code of Regulations](#) to allow access, circulation and full use of the building and facilities by persons with disabilities.
  5. The planning director may request additional information from the applicant if the application does not provide sufficient information for the city to make the findings required in subsection E of this section.
- E. Basis for Approval or Denial of a Reasonable Accommodation.
1. Findings. The written decision shall be based on the following findings, all of which are required for approval:
    - a. The requested accommodation is requested by or on behalf of one or more persons with a disability protected under the Fair Housing Laws.
    - b. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling.
    - c. The requested accommodation will not impose an undue financial or administrative burden on the city.
    - d. The requested accommodation will not result in a fundamental alteration in the nature of the city's zoning program.



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- e. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.
  2. In determining whether the requested reasonable accommodation is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling, the city may consider, but is not limited to, the following factors:
    - a. Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;
    - b. Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;
    - c. In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;
    - d. In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.
  3. Rules While Decision Is Pending. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.
- F. Notice of Decision.
1. The planning director shall issue a written determination to approve, conditionally approve, or deny a request for a reasonable accommodation. The planning director may elect to forward the matter to the planning commission for consideration of the application.
  2. Appeals of the director's action shall be made in accordance with Section [9.02.240](#).
- G. Expiration, Time Extension, Violation, Discontinuance, and Revocation.
1. Expiration. Any reasonable accommodation approved in accordance with the terms of this section shall expire within twenty-four (24) months from the effective date of the approval, or at an alternative time specified as a condition of the approval, unless:
    - a. A building permit has been issued and construction has commenced;
    - b. A certificate of occupancy has been issued;
    - c. The use is established; or
    - d. A time extension has been granted.
  2. Time Extension.
    - a. The planning director may, upon an application being filed prior to expiration and for good cause, grant a time extension of up to three one-year extensions of time. Each extension of time shall be granted in one-year increments only. Upon granting of an extension, the planning director shall ensure that conditions of the administrative

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- approval comply with all current development code provisions.
- b. Notice. Notice of the planning director's decision on a time extension shall be provided in writing. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.
  - c. Appeal of Determination. A time extension for a reasonable accommodation shall be final unless appealed to the city council within fourteen (14) calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in Section [9.02.240](#) of this code.
3. Discontinuance. If the person(s) with a disability for whom the reasonable accommodation was originally granted vacate the residence to which the reasonable accommodation applies the reasonable accommodation shall remain in effect only if the planning director determines that: (a) the modification is physically integrated into the residential structure and cannot easily be removed or altered to comply with the municipal code; or (b) the accommodation is necessary to give another person with a disability an equal opportunity to enjoy the dwelling. The planning director may request that the applicant, or his/her successor-in-interest, provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a request by the city shall constitute grounds for discontinuance by the city of a previously approved reasonable accommodation.
  4. Revocation. Procedures for revocation shall be as prescribed by Section [9.02.260](#). Any reasonable accommodation approved in accordance with the terms of this code may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.
- H. Amendments. A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that would affect a condition of approval shall be treated as a new application. The planning director may waive the requirement for a new application if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

**Exhibit C****9.03.050 Density bonus program for affordable housing.**

- A. Purpose and Intent. This section is adopted pursuant to the provisions of California Government Code Sections 65915 through 65918, as they now exist or may hereafter be amended. The purpose of adopting this section is to encourage affordable housing by providing the incentive of increased density and such other incentives provided by this section. The provisions of this section are intended to comply with California Government Code Sections 65915 through 65918. In the event that any provision of this section conflicts with California Government Code Sections 65915 through 65918, state law shall control over the conflicting provision.
- B. Applicability. A housing development as defined in this section and Government Code Section 65915 shall be eligible for a density bonus and other incentives that are provided by State Density Bonus Law when the applicant agrees to construct low, very-low, senior or moderate income housing units or units intended to serve transitional foster youth, disabled veterans, and lower income students as specified in this section, and State Density Bonus Law.
- C. Application Requirements. A density bonus may be approved pursuant to an application for approval of a density bonus, provided the request complies with the provisions of this section. An application for a density bonus incentive, concession, waiver, or modifications of development standards pursuant to this section, shall be submitted with the first application for approval of a housing development and processed concurrently with all other applications required for the housing development. The application shall be submitted on a form prescribed by the city and shall include at least the following information:
1. A site plan that identifies all units in the project, including the location of the affordable units and the bonus units.
  2. A narrative briefly describing the housing development and shall include information on:
    - a. The number of units permitted under the general plan;
    - b. The total number of units proposed in the project, including the floor area, and the number of bedrooms and bathrooms associated with each dwelling unit. Density bonus units shall have at least the same distribution of bedrooms as the market rate units in the development. Density bonus units shall be constructed concurrently with the construction of market rate units;
    - c. Target income of affordable housing units and proposals for ensuring affordability;
    - d. The number of bonus units requested based on subsection (E)(3) of this section.
  3. Description of any requested incentives, concessions, waivers, or modifications of development standards. For all incentives and concessions that are not included within the menu of incentives/concessions set forth in subsections G and H of this section, the application shall include a pro forma providing evidence that the requested incentives and concessions result in identifiable, financially sufficient, and actual cost reductions. The cost of reviewing any required pro forma or other financial data submitted as part

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of the application in support of a request for an incentive/concession or waiver/modification of developments standard, including, but not limited to, the cost to the city of hiring a consultant to review said financial data, shall be borne by the developer. The pro forma shall include all of the following items:

- a. The actual cost reduction achieved through the incentive;
  - b. Evidence that the cost reduction allows the applicant to provide affordable units or affordable sales prices; and
  - c. Other information requested by the community development director. The community development director may require any pro forma include information regarding capital costs, equity investment, debt service, projected revenues, operating expenses, and such other information as is required to evaluate the pro forma.
4. Any such additional information in support of a request for a density bonus as may be requested by the community development director.
- D. Eligibility for Bonus. A developer of a housing development containing five or more units may qualify for a density bonus and at least one other incentive as provided by this section if the developer does one of the following:
1. Agrees to construct and maintain at least five (5) percent of the units dedicated to very low income households;
  2. Agrees to construct and maintain at least ten (10) percent of the units dedicated to lower income households;
  3. Agrees to construct and maintain at least ten (10) percent of the units in a common interest development (as defined in Section 4100 of the California Civil Code) dedicated to moderate income households, provided that all units in the development are offered to the public for purchase;
  4. Agrees to construct and maintain a senior citizen housing development, as defined in Section 9.09.150 of this title, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code;
  5. Land Donations. An applicant for a tentative subdivision map, parcel map, or other residential development approval that donates land to the city in accordance with Government Code Section 65915(g) shall be eligible for a density bonus in accordance with the terms and conditions of Government Code Section 65915(g);
  6. Includes a qualifying child care facility as described in the "Child Care Facility Requirements" subsection (J)(2) of this section in addition to providing housing as described in subsections (D)(1) through (3) of this section;
  7. Agrees to construct and maintain at least ten (10) percent of the units of a housing development for transitional foster youth, as defined in Section 66025.9 of the California Education Code; disabled veterans, as defined in Section 18541 of the California Government Code; or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), dedicated to very low income households;

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8. Agrees to construct and maintain at least twenty (20) percent of the units for lower income students in a student housing development dedicated for full-time students at accredited colleges pursuant to the "Student Housing" subsection K of this section; or
  9. Agrees to construct and maintain one hundred (100) percent of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that no more than twenty (20) percent of the units, including total units and density bonus units, may be dedicated to moderate income households.
  10. Religious institution affiliated housing development projects (RIAHD) may qualify for a density bonus under California Government Code Section 65915. For RIAHD parking requirements, see Section 9.11.040(D).
- E. Density Bonus Calculation and Allowance.
1. State Law Preemption. Pursuant to state law, the granting of a density bonus or the granting of a density bonus together with an incentive(s) shall not be interpreted, in and of itself, to require a general plan amendment, specific plan amendment, rezone, or other discretionary approvals.
  2. Density Bonus Calculation. An applicant must choose a density bonus from only one applicable affordability category and may not combine categories with the exception of child care facilities or land donation, which may be combined with an affordable housing development. All density calculations resulting in fractional units will be rounded up to the next whole number.
  3. Density Bonus Allowance. In calculating the number of units required for very low, lower and moderate income households, the density bonus units shall not be included. The maximum bonus allowed for a one hundred (100) percent affordable project is eighty (80) percent unless it is located within a half-mile of a major transit stop, and then there is no limit to density. A housing development that satisfies all applicable provisions of this section shall be allowed the following applicable density bonuses:
    - a. Very low income per California Government Code Section 65915(f)(2).
    - b. Lower income per California Government Code Section 65915(f)(1).
    - c. Moderate income per California Government Code Section 65915(f)(4).

The community development department has on file a density bonus chart consistent with the Government Code sections above.
  4. Senior Citizen Housing Development. The density bonus for a senior citizen housing development is addressed in Section 9.09.150 (Senior and handicapped housing) of Chapter 9.09 (Specific Use Development Standards).
  5. Child Care Facility. A project (whether a housing, commercial, or industrial project) is eligible for a density bonus for a child care facility when in compliance with this section and California Government Code Section 65917.5.
  6. Conversion of Apartments to Condominiums. A project is eligible for a twenty-five (25) percent density bonus for the conversion of apartments to

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condominiums when in compliance with California Government Code Section 65915.5.

7. Foster Youth, Disabled Veterans, and Homeless Persons. The density bonus for a housing development for transitional foster youth, disabled veterans, or homeless persons shall be twenty (20) percent.
  8. Students. The density bonus for a student housing development that provides housing for students consistent with subsection K of this section shall be thirty-five (35) percent. Twenty (20) percent of the units granted by the density bonus shall be used for lower income students.
  9. One Hundred (100) Percent Affordable. The density bonus for a one hundred (100) percent affordable housing development consistent with subsection (D)(9) (Eligible for Bonus) of this section shall be eighty (80) percent of the number of units for lower income households. Except that, if the affordable housing development is located within one-half mile of a major transit stop, maximum density requirements shall not apply.
- F. Continued Affordability. Prior to issuance of a building permit, the developer/property owner must enter into a density bonus housing agreement with the city for at least fifty-five (55) years by recorded document (Government Code Section 65915(c)). Such agreement shall be recorded and shall be binding on the property owner and any successors-in-interest. In addition, a density bonus project must comply with specific requirements for any existing units that are to be demolished as outlined in subsection P of this section. Additional details regarding requirements for continued affordability and the density bonus housing agreement are included in subsection O.
- G. Incentives Available to Housing Projects.  
Incentives are available to a housing developer as follows:

Number of Incentives/Concessions	Very Low Income Percentage	Lower Income Percentage	Moderate Income Percentage
1	5%	10%	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)

If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or thirty-three (33) feet.

- H. Available Incentives/Concessions. A qualifying project may be entitled to up to four incentives, depending on the percentage of affordable housing that will be included within the development.
1. A concession falls within three categories (California Government Code Section 65915(k)(1, 2 & 3)):
    - a. Reduction in the site development standards of this development code (e.g., site coverage, off-street parking requirements, reduced lot dimensions, and/or setback requirements);

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- b. Approval of mixed use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if such uses are compatible with the housing project and the existing or planned development in the area; and/or
    - c. Other regulatory incentives or concessions proposed by the developer or the city that will result in identifiable and actual cost reductions.
  - 2. Additional Incentive/Concession. The developer may receive a fifty (50) percent reduction of the development impact fee and the park land impact mitigation fee for the units affordable to very low income households and a twenty-five (25) percent reduction for those units affordable to lower income households.
- I. Parking Requirements. If an applicant qualifies for a density bonus pursuant to this section, reduced parking requirements are available for projects qualifying for a density bonus pursuant to this section. The parking requirement is inclusive of accessible and guest parking for the entire housing development, but shall not include on-street parking spaces in the count towards the parking requirement. In calculating the number of parking spaces required for a development, if the total number of parking spaces is other than a whole number, the number shall be rounded up to the next whole number.
  - 1. Except as otherwise provided in this subsection, the following parking requirements shall apply:
    - a. Zero to one bedroom: one on-site parking space.
    - b. Two to three bedrooms: one and one-half on-site parking spaces.
    - c. Four or more bedrooms: two and one-half on-site parking spaces.
  - 2. If the housing development includes at least twenty (20) percent lower income units or at least eleven (11) percent very low income units, is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then the parking requirement shall be reduced from one-half on-site parking space per bedroom to one-half on-site parking space per unit.
  - 3. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code, then no parking spaces shall be required as long as the development meets either of the following criteria:
    - a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development; or
    - b. The development is a for-rent housing development for individuals who are sixty-two (62) years of age or older that complies with Sections 51.2 and 51.3 of the California Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

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- 4. If a housing development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code, and the development is either a special needs housing development, as defined in Section 51312 of the California Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the California Health and Safety Code, then no parking spaces shall be required. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

<b>Number of Bedrooms</b>	<b>Required Parking Spaces per Unit*, **</b>
0 to 1 bedroom	1
2 to 3 bedrooms	1.5
4 or more bedrooms	2.5
Projects with at least 20% low-income units, or at least 11% very low-income units***	0.5
100% affordable housing projects ****	No requirement

\* If the total number of spaces required results in a fractional number, it shall be rounded up to the next whole number.  
 \*\* If a residential or mixed residential/commercial development project includes the required percentage of low, very low-income, or includes a minimum 10 percent transitional foster youth, veteran, or homeless persons units, or provides for-rent housing for individuals who are 62 years of age or older, or is a special needs housing development and is located within one-half mile of a major transit stop where there is unobstructed access to a major transit stop from the development, then, upon the request of the developer, a parking ratio not to exceed 0.5 spaces per bedroom shall apply to the residential portion of the development.  
 \*\*\* Must be located within one-half mile of a major transit stop, with unobstructed access to the major transit stop from the development.  
 \*\*\*\* Must be located within one-half mile of a major transit stop, with unobstructed access to the major transit spot from the development OR for individuals 62 years of age or older and has either paratransit service or unobstructed access within one-half mile, to fixed bus route service that operates at least eight times per day.

**J. Child Care Facilities.**

- 1. **Child Care Facility Density Bonus.** When an applicant proposes to construct a housing development that is eligible for a density bonus under subsection D (Eligibility for Bonus) of this section and California Government Code Section 65917.5, and includes a child care facility that will be located on the premises or adjacent to the housing development, the city shall grant either:
  - a. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the square footage of the child care facility or
  - b. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
- 2. **Child Care Facility Requirements.** The city shall require, as a condition of approving the housing development, that the following occur:
  - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the

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- affordable units are required to remain affordable per this section; and
- b. Of the children who attend the child care facility, the children of very low income households, lower income households or families of moderate income households shall equal a percentage that is equal to or greater than the percentage of affordable units in the housing development that are required for very low, lower or families of moderate income households.
3. Child Care Facility Criteria. The city shall not be required to provide a density bonus or incentive for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.
- K. Student Housing.
1. Student Housing Density Bonus Requirements. In order for a student housing development to be eligible for a density bonus under subsection (D)(8) of this section, the student housing development must meet the following requirements:
    - a. All units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.
    - b. Twenty (20) percent of the density bonus units will be used for lower income students. For purposes of this clause, “lower income students” means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the California Education Code.
    - c. The rent provided in the applicable units of the development for lower income students shall be calculated at thirty (30) percent of sixty-five (65) percent of the area median income for a single-room occupancy unit type.
    - d. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness.
  2. Definition of Units. For purposes of calculating a density bonus granted for a student housing development, the term “unit” means one rental bed and its pro rata share of associated common area facilities.
- L. Shared Housing.
1. Shared Housing Density Bonus Requirements. In order for a shared housing development to be eligible for a density bonus under subsection

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(D)(1), (D)(2), (D)(4) or D(9) of this section, the shared housing development must meet the following requirements:

- a. Shared-housing building is defined as a residential or mixed-use structure with five or more housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents.
  - b. A shared housing building may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building.
  - c. A shared housing building may include incidental commercial uses, provided that those commercial uses are otherwise allowable and are located only on the ground floor or the level of the shared housing building closest to the street or sidewalk of the shared housing building.
  - d. A shared housing unit means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the “minimum room area” specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of “guestroom” in Section R202 of the California Residential Code.
  - e. Shared housing shall permit the same number of families at the same density as allowed in the zoning district where the property is located subject to all applicable codes relating to building, housing, life safety, health and zoning as would be applied to independent living units located in the same structure.
2. Definition of Units. For purposes of calculating a density bonus granted for a shared housing development, the term “unit” means one shared housing unit and its pro rata share of associated common area facilities.
- M. General Guidelines.
1. Location of Bonus Units. As required by California Government Code Section 65915(i), the location of density bonus units within the qualifying housing development may be at the discretion of the developer, and need not be in the same area of the project where the units for the lower income households are located as long as the density bonus units are located within the same housing development.
  2. Preliminary Review. A developer may submit to the community development director a preliminary proposal for the development of housing pursuant to this section prior to the submittal of any formal application for a density bonus. Within ninety (90) days of receipt of a written proposal, the city will notify the housing developer in writing of either: (a) any specific requirements or procedures under this section, which the proposal has not

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- met; or (b) the proposal is sufficient for preparation of an application for density bonus.
3. Infrastructure and Supply Capacity. Criteria to be considered in analyzing the requested bonus will include the availability and capacity of infrastructure (water, sewer, road capacity, etc.) and water supply to accommodate the additional density.
- N. Findings for Approval for Density Bonus and/or Incentive(s).
1. Density Bonus Approval. The following finding shall be made by the approving authority in order to approve a density bonus request:
    - a. The density bonus request meets the requirements of this section.
  2. Density Bonus Approval with Incentive(s). The following findings shall be made by the approving authority in order to approve a density bonus and incentive(s) request:
    - a. The density bonus request meets the requirements of this section;
    - b. The incentive is required in order to provide affordable housing; and
    - c. Approval of the incentive(s) will have no specific adverse impacts upon health, safety, or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.
  3. Denial of a Request for an Incentive(s). The approving authority shall make at least one of the following findings prior to disallowing an incentive (in the case where an accompanying density bonus may be approved, or in the case of where an incentive(s) is requested for senior housing or child care facility):
    - a. That the incentive is not necessary in order to provide for affordable housing costs as defined in subsection Q (Definitions) of this section, or for rents for the targeted units to be set as specified in subsection Q (Definitions) of this section.
    - b. That the incentive would result in specific adverse impacts upon health, safety, or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.
    - c. That the incentive would be contrary to state or federal law.
- O. Affordability Requirements.
1. The maximum monthly housing cost for density bonus units, including a monthly allowance for utilities plus rent for rental units or house payments for for-sale units, shall be set at or below the rates described below:
    - a. Density bonus units affordable to very low income households: thirty (30) percent of fifty (50) percent of the area monthly median income for Riverside/San Bernardino Counties adjusted by the number of

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- bedrooms according to regulations of the California Department of Housing and Community Development.
- b. Density bonus units affordable to lower income households: thirty (30) percent of sixty (60) percent of the area monthly median income for Riverside/San Bernardino Counties adjusted by the number of bedrooms according to regulations of the California Department of Housing and Community Development.
2. The monthly allowance for utilities shall be the utility allowance calculated by the Department of Housing and Urban Development (HUD) for County Housing Authorities.
  3. The monthly house payments for for-sale units described in subsection (N)(1) of this section includes the sum of principal and interest on a thirty (30) year fixed rate mortgage for ninety (90) percent of the sales price, loan insurance, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, and the fair share cost for maintenance of amenities owned in common such as landscaping and swimming pools.
  4. Housing costs, affordable sales prices, and occupancy requirements, will be governed by a deed restriction which shall take precedence over all other covenants, liens and encumbrances of the property on which the units are constructed.
- P. Affordable Housing Agreement Required.
1. General Requirements. No density bonus pursuant to this section shall be granted unless and until the affordable housing developer, or designee enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the city or its designee pursuant to and in compliance with this section (Government Code Section 65915(c)). The agreements shall be in the form provided by the city, which shall contain terms and conditions mandated by, or necessary to implement, state law and this section. The affordable housing agreement shall be recorded prior to issuance of a building permit for a rental project or prior to final map recordation for an ownership project which includes a map. The community development director is hereby authorized to enter into the agreements authorized by this section on behalf of the city upon approval of the agreements by the city attorney for legal form and sufficiency.
  2. Low- or Very Low-Income Affordable Housing Component.
    - a. The affordable housing developer of a qualified housing development based upon the inclusion of low-income and/or very low-income affordable units shall enter into an agreement with the city to maintain the continued affordability of the affordable units for fifty-five (55) years (for rental units) or 30 years (for for-sale units), or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program or rental subsidy program (Government Code Section 65915(c)(1)). The agreement shall establish specific compliance standards and specific remedies available to the city if such compliance standards are not met. The agreement shall specify the number of lower-income affordable units

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- by number of bedrooms; standards for qualifying household incomes or other qualifying criteria, such as age; standards for maximum rents or sales prices; the person responsible for certifying tenant or owner incomes; procedures by which vacancies will be filled and units sold; required annual report and monitoring fees; restrictions imposed on lower-income affordable units on sale or transfer; and methods of enforcing such restrictions, and any other information that may be required based on the city's review.
- b. Rental Units. Rents for the low-income and very low-income affordable units that qualified the housing development for the density bonus pursuant to this section shall be set and maintained at an affordable rent (Government Code Section 65915(c)(1)). The agreement shall set rents for the lower-income density bonus units at an affordable rent as defined in California Health and Safety Code Section 50053, except for developments meeting the criteria of Government Code Section 65915(b)(1)(G), for which rents for all units in the development, including both base density and density bonus units, shall be as follows:
- i. The rent for at least twenty (20) percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.
  - ii. The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.
- c. The agreement shall require that owner-occupied units be made available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.
- d. For-Sale Units. Owner-occupied low-income and very low-income affordable units that qualified the housing development for the density bonus pursuant to this section shall be available at an affordable housing cost (Government Code Section 65915(c)(2)). The affordable housing developer of a qualified housing development based upon a very low- or low-income minimum affordable component shall enter into an equity sharing agreement with the city or the master or non-affordable housing developer. The agreement shall be between the city and the buyer, or between developer and the buyer if the developer is the seller of the unit. The city shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:
- i. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment and the seller's proportionate share of appreciation. The city shall recapture

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- any initial subsidy, as defined in subsection (O)(2)(d)(ii), and its proportionate share of appreciation, as defined in subsection (O)(2)(d)(iii), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership.
- ii. For purposes of this section, the city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the very low-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, the value at the time of the resale shall be used as the initial market value.
  - iii. For purposes of this subdivision, the city's proportionate share of appreciation shall be equal to the ratio of the city's initial subsidy to the fair market value of the home at the time of initial sale.
3. Moderate Income Affordable Housing Component.
- a. The affordable housing developer of a qualified housing development based upon the inclusion of moderate-income affordable units in a common interest development shall enter into an agreement with the city ensuring that:
    - i. The initial occupants of the moderate-income affordable units that are directly related to the receipt of the density bonus are persons and families of a moderate-income household.
    - ii. The units are offered at an affordable housing cost (Government Code Section 65915(c)(2)).
    - iii. The affordable housing developer of a qualified housing development based upon a moderate-income minimum affordable component shall enter into an equity sharing agreement with the city or the master or non-affordable housing developer (Government Code Section 65915(c)(2)). The agreement shall be between the city and the buyer or between the developer and the buyer if the developer is the seller of the unit. The city shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:
      - iv. Upon resale, the seller of the unit shall retain the value of improvements, the down payment and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy, as defined in subsection (O)(3)(a)(v), and its proportionate share of appreciation, as defined in (O)(3)(a)(vi), which amount shall be used within five years for any of the purposes described in Health and Safety Code

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Section 33334.2(e) that promote homeownership (Government Code Section 65915(c)(2)(A)).

- v. The city's initial subsidy shall be equal to the fair market value of the unit at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, the value at the time of the resale shall be used as the initial market value (Government Code Section 65915(c)(2)(B)).
- vi. The city's proportionate share of appreciation shall be equal to the ratio of the city's initial subsidy to the fair market value of the unit at the time of initial sale (Government Code Section 65915(c)(2)(C)).

**Q. Ineligible Projects—Required Replacement of Affordable Units.**

1. An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if:
  - a. The development is proposed on any property that includes any existing affordable rental dwelling units occupied by lower or very low income households; or
  - b. If such affordable dwelling units have been vacated or demolished in the five-year period preceding the application, and
  - c. Such affordable dwelling units have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income. However, an applicant may establish eligibility if the proposed housing development replaces those units, and either of the following applies:
    - i. The proposed housing development, in addition to the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subsection E of this section.
    - ii. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.
2. The number and type of required replacement units shall be determined as follows:
  - a. For a development containing any occupied dwelling units, the development must contain at least the same number of replacement dwelling units, of equivalent size and bedrooms, and must be made affordable to and occupied by persons and families in the same or a lower income category as the occupied dwelling units. For unoccupied dwelling units in the development, the replacement dwelling units shall be made affordable to and occupied by persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household is unknown, it is presumed, unless proven otherwise, that the dwelling units were occupied by lower income renter households in the same proportion of lower income renter households to all renter

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households within Riverside/San Bernardino Counties as determined by the California Department of Housing and Community Development, and replacement dwelling units shall be provided in that same percentage.

- b. If all of the dwelling units are vacant or have been demolished within the five years preceding the application, the development must contain at least the same number of replacement dwelling units, of equivalent size and bedrooms, as existed at the highpoint of those units in the five year period preceding the application, and must be made affordable to and occupied by persons and families in the same or a lower income category as those in occupancy at that same time. If the income categories are unknown for the highpoint, it is presumed, unless proven otherwise, that the dwelling units were occupied by very low income and low income renter households in the same proportion of very low income and low income renter households to all renter households within Riverside/San Bernardino Counties as determined by the California Department of Housing and Community Development, and replacement dwelling units shall be provided in that same percentage.

R. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. "Approving authority" is as defined in the Moreno Valley Municipal Code Title 9, Zoning Section 9.02.030.
2. "Child care facility" is defined as a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers.
3. "Density bonus" is defined as an increase in density over the otherwise maximum allowable residential density under the applicable general plan designation as of the date of filing of an application for density bonus with the city or, if elected by the applicant, a lesser percentage of density increase. A density bonus request shall be considered as a component of a qualified housing development.
4. "Housing development" is defined as a development project for five or more residential units, including mixed-use developments, constructed within a parcel. For the purposes of this section, "housing development" also includes a subdivision or common interest development as defined in Section 4100 of the Civil Code and consists of residential units or unimproved residential lots. A density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located, so long as the density bonus units are located on the same parcel.
5. "Incentive" is defined as a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission. An incentive can be requested by the applicant for purposes of reducing the cost of development to make



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the project financially feasible. The term “incentive” includes the term “concession” as that term is used in California Government Code Sections 65915 through 65918.

6. “Located within one-half mile of a major transit stop” means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.
  7. “Lower income” is defined as less than eighty (80) percent of the area median income, as defined by Section 50079.5 of the California Health and Safety Code.
  8. “Lower income unit” is defined as a unit with an affordable rent or payment that does not exceed thirty (30) percent of sixty (60) percent of area median income adjusted for family size appropriate for the unit.
  9. “Major transit stop” is defined as a site containing any of the following: (a) an existing rail or bus rapid transit station; (b) a ferry terminal served by either a bus or rail transit service; or (c) the intersection of two or more major bus routes with a frequency of service interval of fifteen (15) minutes or less during the morning and afternoon peak commute periods.
  10. “Moderate income” is defined as less than one hundred twenty (120) percent of the area median income, as defined in Section 50093 of the California Health and Safety Code.
  11. “Moderate income unit” is defined as a unit with an affordable rent or payment that does not exceed thirty-five (35) percent of one hundred twenty (120) percent of area median income adjusted for family size appropriate for the unit.
  12. “Unobstructed access to a major transit stop” means a resident is able to access the major transit stop without encountering natural or constructed impediments. “Natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include, residential structures, shopping centers, parking lots, or rails used for transit.
  13. “Very low income” is defined as less than fifty (50) percent of the area median income, as defined in Section 50105 of the California Health and Safety Code.
  14. “Very low income unit” is defined as a unit with an affordable rent or payment that does not exceed thirty (30) percent of fifty (50) percent of the area median income, adjusted for family size appropriate for the unit.
- S. Interpretation. If any portion of this section conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

**Exhibit D****9.04.050 Affordable Housing in Commercial Zones**

- A. Purpose and Intent. This section is adopted pursuant to the provisions of Assembly Bill 2011, known as the “Affordable Housing and High Road Jobs Act of 2022,” and Senate Bill 6, known as the “Middle Class Housing Act of 2022”. The bills have been designed to help address the state’s continuing housing crisis.
- B. Applicability. This section establishes clear eligibility criteria for the use of commercial- zoned properties for multiple-family developments.
1. AB 2011 Mixed-Income Housing Projects are permitted in:
    - a. Zoning districts where office, retail, or parking are a principally permitted use; and
  2. AB 2011 100% Affordable Housing Projects are permitted in:
    - a. Zoning districts where office, retail, or parking are a principally permitted use.
  3. SB 6 Projects are permitted in:
    - a. Zoning districts where office, retail, or parking are a principally permitted use.
- C. Application and Processing.
1. AB 2011 Mixed-Income Housing Projects and AB 2011 100% Affordable Housing Projects that meet all the requirements of this section shall be ministerial and reviewed and processed with a plot plan application subject to conditions of approval.
  2. SB 6 projects are processed as plot plan applications. Authority for approval of plot plans shall be vested with the planning commission. Plot plan applications shall be subject to major development review procedures pursuant to Section 9.02.030 of Chapter 9.02 (Permits and Approvals).
  3. If the proposed project meets all SB 6 requirements (except non-compliance with zoning prohibiting residential use), then it may invoke SB 35 and the Housing Accountability Act. Government Code Section 65913.4 outlines the approval process for SB 35 projects.
  4. Certain projects processed under AB 2011 are exempt from California Environmental Quality Act (CEQA), as set forth in AB 2011.
- D. Site and Project Criteria for AB 2011. All projects must be multiple-family housing developments located within an urbanized area or urban cluster (designated by US Census Bureau) and in zoning districts where office, retail, or parking are principally permitted uses. Additional criteria required as follows:
1. 100% affordable housing projects must:
    - a. Be on a parcel in an urban area, surrounded by urban uses, and not on a site or adjoined to any site where more than 1/3 of the square footage is dedicated to an industrial use (§ 65912.111(b)-(d).). Under AB 2011, parcels separated only by a street or highway are considered adjoined.
    - b. The site satisfies the requirements of Section 65913.4(a)(6)(B)-(K). (§ 65912.111(e).)
    - c. The units are subject to a recorded deed restriction of 55 years for rental units and 45 years for owner-occupied units.
    - d. Meet hazardous condition criteria as determined in a Phase I ESA.

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- (§ 65912.111(c).)
- e. Located more than 500 feet from a freeway and more than 3,200 feet from a facility that extracts or refines oil or natural gas. (§ 65912.111(d)-(e).)
  - f. Meets objective zoning standards based on enumerated criteria for determining development standards to apply. (§ 65912.111(f).)
2. Mixed-income eligible projects must:
- a. Be on a parcel in an urban area, surrounded by urban uses, abuts a commercial corridor with a frontage along the corridor of at least 50 feet, is on a site of 20 acres or less, and is not on a site or adjoined to a site where more than 1/3 of the square footage is dedicated to industrial uses. (§ 65912.121(b)-(f).). Under AB 2011, parcels separated only by a street or highway are considered adjoined.
  - b. Be on a site that satisfies the requirements of Section 65913.4(a)(6)(B)-(K). (§ 65912.121(g).)
  - c. The development would not require the demolition of:
    - i. Housing subject to recorded covenant, ordinance or law that restricts rents to levels affordable to moderate, low or very low income households.
    - ii. Housing subject to rent price control.
    - iii. Housing occupied by tenants in the last 10 years, excluding manager's units.
    - iv. Any historic structure on a national, state or local historic register.
  - d. Not be on a site that was previously used for permanent housing that was occupied by tenants, excluding any manager's unit, that was demolished within 10 years before development proponents submits an application.
  - e. Vacant sites cannot contain tribal cultural resources or be located in a very high fire hazard severity zone. (§ 65912.121(j).)
  - f. Meet the following affordability criteria by providing:
    - i. For rental projects, 8% very low income and 5% extremely low income affordable units; or
    - ii. 15% affordable for lower income households. (§ 65912.122(a).)
    - iii. All affordable units must have a recorded deed restriction for 55 years.
  - g. For owner-occupied housing:
    - i. 30% of units offered as affordable to moderate income households; or
    - ii. 15% units offered as affordable to lower income households. (§ 65912.122(b).)
    - iii. All affordable units must have a recorded deed restriction for 45 years.
  - h. Meet objective development standards. (§ 65912.123.)
    - i. For sites more than one acre in size and with more than 100 feet in

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- width, provide a density of at least 60 units/acre. (§ 65912.123.)
- j. Located more than 500 feet from a freeway and more than 3,200 feet from a facility that extracts or refines oil or natural gas. (§ 65912.123(g)-(h).)
  - k. Provide notice and specified protections to existing commercial tenants located on the site. (§ 65912.123(i).)
3. Affordable units in the project must have the same bedroom and bathroom count ratio as the market rate units, be equitably distributed within the project, and have the same type or quality of appliances, fixtures, and finishes.
  4. Eligible projects must meet specified labor standard criteria, including payment of a prevailing wage, and, for larger projects (over fifty (50) units), hire contractors that participate in apprenticeship programs. (§ 65912.130, -.131.)
  5. Projects may be eligible for a density bonus, incentives or concessions, waivers, or parking ratios pursuant to Section 9.03.050 of Chapter 9.03 (Residential Districts).
- E. Site and Project Criteria for SB 6 Projects. All projects must be multiple-family housing developments or mixed-use with at least 50 percent of the square footage dedicated to residential use located within an urbanized area or urban cluster (designated by US Census Bureau) and in zoning districts where office, retail, or parking are principally permitted uses. Additional criteria required as follows:
1. The project must meet specified density requirements—at least 30 units/acre for this parcel (§ 65852.24(b)(1), § 65583.2(c)(3)(B).)
  2. Project site is 20 acres in size or less (§ 65852.24(b)(4).)
  3. Meets specified objective local requirements (§ 65852.24(b)(5).)
  4. The project is not on a site or adjoined to any site where more than 1/3 of the square footage is dedicated to an industrial use. (§ 65852.24(b)(6)(B)(i).)
  5. The project is consistent with any applicable and approved sustainable community strategy or alternative plan (§ 65852.24(b)(7).)
  6. The project is either: (i) a public work (as defined in (8)(A)(i) for prevailing wage purposes, or (ii) all construction labor will be paid a prevailing wage (along with other labor requirements) (§ 65852.24(b)(8)(A).)
  7. The developer must provide written notice to any exiting commercial tenants (§ 65852.24(c)(1).)
  8. Mixed-use developments consisting of residential and nonresidential retail commercial or office uses are required to have at least 50 percent of the square footage of the new construction associated with the project designated for residential use. None of the square footage of any such development shall be designated for a hotel, motel, bed, and breakfast inn, or other transient lodging use, except for a residential hotel.
  9. The housing development shall comply with any public notice, comment, hearing, or other procedures imposed by the local agency on a housing development in the applicable zoning designation.
- F. Development standards for AB 2011 projects.

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1. 100% affordable housing projects must meet the following standards:
  - a. Project density meets or exceeds applicable density deemed appropriate to accommodate lower-income households pursuant to housing element law.
  - b. Development must meet objective zoning, subdivision, and design review standards for the zone that allows greater residential density between the following:
    - i. Existing zoning designation for the parcel if it allows multifamily residential use; or
    - ii. Zoning designation for the closest parcel that allows residential use at a density that is appropriate to accommodate lower income households pursuant to housing element law
  - c. Development shall be deemed consistent with objective zoning standards related to housing density if compliant with maximum density allowed within the land use designation and regardless of any specified maximum unit allocation that may result in fewer units of housing being permitted.
2. Mixed-income housing projects must meet the following standards:
  - a. In metropolitan jurisdictions, the residential density shall meet or exceed the greater of the following:
    - i. The existing residential density permitted;
    - ii. For sites of less than one acre, 30 units/acre;
    - iii. For sites of one acre or greater located on a commercial corridor of less than 100 ft in width, 40 units/acre;
    - iv. For sites of one acre or greater located on a commercial corridor of 100 ft or greater width, 60 units/acre;
    - v. For sites within one-half mile of a major transit stop, 80 units/acre
  - b. Height limit applicable shall be the greater of the following: Height currently permitted on the parcel;
    - i. For sites on a commercial corridor of less than 100 feet in width, 35 feet;
    - ii. For sites on a commercial corridor of 100 feet or more, 45 feet;
    - iii. For sites within one-half mile of a major transit stop in a city with a population of greater than 100,000, 65 feet.
  - c. No parking is required except for requirements related to bicycle parking, electric vehicle parking spaces or parking spaces accessible to persons with disabilities.
  - d. Projects are required to meet the following setback standards:
    - i. For the portion of a property that fronts a commercial corridor, no setbacks may be required except that all parking must be set back at least 25 feet and the ground floor of a building must abut within 10 feet of the property line for at least 80% of the frontage.
    - ii. For portions of the property that front a side street, the building

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- must abut within 10 feet of the property line for at least 60% of the frontage.
- iii. For portions of the property that abuts an adjoining property that also abuts the same commercial corridor, no setbacks may be required unless the adjoining property contains any residential use that was constructed prior to the enactment of AB 2011.
  - iv. Along property lines that abut a residential use, the ground floor shall be set back 10 feet. Starting with the second floor, each floor shall be stepped back in an amount equal to 7 feet multiplied by the floor number.
  - v. Along property lines that abut non-residential use, the development shall be set back 15 feet.
- G. Development standards for SB 6 projects.
1. Must comply with local zoning, parking, design, and other ordinances, local code requirements, and procedures applicable to the processing and permitting of a housing development in the zone that allows for housing with the requested density.
    - a. If more than one zoning designation allows for requested density, the applicable zoning standards shall be those for the zoning designation for the closest parcel that allows residential use at a density that is appropriate to accommodate lower-income households pursuant to housing element law.
    - b. If the existing zoning designation for the parcel allows residential density that exceeds housing element law density, the existing zoning designation applies.
  2. The project must comply with all other objective local requirements for a parcel (except those that prohibit residential use or allow residential use only at a lower density), including impact fee requirements.
- H. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- “AB 2011 Mixed-Income Housing Projects” shall refer to housing development project as set forth in AB 2011, Article 2 (Affordable Housing Developments in Commercial Zones), and is intended to refer to such projects which are subject to a streamlined, ministerial review, pursuant to Section 65912.114, subject to satisfying all requisite requirements, as set forth therein.
- “AB 2011 100% Affordable Housing Project” shall refer to housing development project(s) as set forth in AB 2011, Article 3 (Mixed-Income Housing Developments Along Commercial Corridors), and is intended to refer to such projects which are subject to a streamlined, ministerial review pursuant to Section 65912.124, subject to satisfying all requisite requirements, as set forth therein.
- “SB 6 Projects” shall refer to housing development project as set forth in SB 6, as codified in Section 65852.24, subject to the streamlined, ministerial approval process, satisfying all requisite requirements therein.
- “Commercial corridor” means a highway, as defined in Vehicle Code Section 360, that is not a freeway, as defined in Vehicle Code Section 332, and that has a right-

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of-way, as defined in Vehicle Code Section 525, of at least 70 feet but not greater than 150 feet.

"Dedicated to industrial use" means any of the following: (1) square footage is currently being used as industrial use; (2) more recently permitted use of the square footage is an industrial use; or (3) site was designated for industrial use in local government's latest general plan adopted before January 1, 2022.

"Multiple-family" in Section 9.04.050 means a property with five or more housing units for sale or for rent. There is no requirement that the housing units be attached.

"Prevailing wage" means at least the general prevailing rate or per diem wages for the type of work and the geographic area as determined by the Director of Industrial Relations pursuant to Labor Code Sections 1773 and 1773.9, except apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. The same definition is used in both AB 2011 and SB 6.

"Principally permitted use" means a use that may occupy more than one-third of the square footage of designated use on the site and does not require a conditional use permit.

"Residential hotel" has the same meaning as defined in Section 50519 of the Health and Safety Code.

- I. Interpretation. If any portion of this section conflicts with AB 2011, SB 6, or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with AB 2011 and SB 6.

**Exhibit E****9.09.130 Accessory dwelling units (ADUs).**

- A. Purpose and Intent. The purpose of these standards is to ensure:
1. Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) as defined herein are a permitted accessory use. This section establishes standards for the construction and occupancy of ADUs and JADUs. The standards herein serve to ensure ADUs and JADUs are constructed in a manner that is consistent with the requirements and allowances of state law, and contribute to a suitable living environment for all.
  2. General Plan Consistency. ADUs and JADUs are a residential use consistent with the existing general plan and zoning designation. This section furthers the goals, objectives, and policies of the General Plan Housing Element.
  3. Applicability. Under state law, the city must allow for ADUs and JADUs. However, the approval of ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety. A local homeowner's association cannot prohibit the construction of an ADU or a JADU. This section addresses all requirements of state law regarding ADUs.
- B. Approval Authority. Approval of an ADU or JADU within a residential, mixed-use zone, or specific plan zone allowing residential or mixed use is considered a ministerial action and the approval authority is the community development director. Approval of an accessory dwelling unit is subject to all applicable requirements established within this section as well as all building, fire, engineering, flood, water quality, environmental codes, standards, and permitting fees established by the city. Any limits on where ADUs are permitted may only be based on the adequacy of water and sewer service, and the impacts on traffic flow and public safety. If the proposal is not consistent with the requirements of state law and this section then the application does not qualify as an ADU and will be processed as a second unit either under an administrative plot plan for a single-family dwelling unit, or through an amended plot plan for additional multiple-family dwelling units. If a JADU has already been constructed within the primary dwelling, this will not preclude submittal of an application for an accessory dwelling unit that is consistent with all the standards of this section and state law. An application for a JADU may be submitted that meets all the requirement of this section even if an ADU already has been constructed.
- C. Application and Processing.
1. Applications for the following types of ADUs that meet all the requirements of this section shall be ministerial and reviewed and processed with a building permit subject to conditions of approval.
    - a. Single-family internal ADU within previously permitted existing space or within a new single-family residence; or
    - b. Single-family attached or detached ADU; or
    - c. Junior ADU. The building plan check application will include all of the items in subsection (C)(3) below.
  2. Applications for multiple family ADUs consistent with this section:



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Applications for multiple family ADUs either detached or within an existing permitted structure or dwelling, shall be made to the community development department and shall be permitted ministerially with approval of both an administrative plot plan and building permit. The administrative plot plan will include all of the items in subsection (C)(3) below.

3. With regard to evaluating whether the ADU meets the standards of this section, the building permit application or administrative plot plan application, as applicable, shall include the following:
    - a. A detailed description and scaled, dimensioned floor plan of the proposed ADU, clearly illustrating the bedroom(s), bathroom(s), kitchen and other features or other proposed habitable areas;
    - b. A detailed description and scaled, dimensioned elevation of the proposed ADU, clearly illustrating the exterior entrance of the ADU;
    - c. A scaled, dimensioned site plan of the property clearly illustrating the location of all improvements on site (existing primary residence, garage, driveway(s), fences/walls, accessory structures, public right-of-way improvements, etc.) and where the ADU shall be located;
    - d. The scaled, dimensioned site plan of the property shall note the use(s) of all buildings existing on site.
  4. Applications shall be permitted ministerially if there is an existing single-family or multifamily dwelling on the lot and all applicable requirements and development standards of this section are met and no variances are required. If the permit application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the city will not act on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family dwelling. If the application has been deemed complete, the ADU or JADU shall be deemed approved if the city has not acted on the completed application within sixty (60) days. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.
  5. If any ADU application is denied, the applicant will receive with a full set of comments listing the specific items that are defective or deficient along with a description on how the application can be remedied by the applicant pursuant to California Government Code 65852.2.
- D. Development Standards and Requirements. Accessory dwelling units shall comply with the following development standards as described below and as shown in Tables 1 and 2:
1. Permitted ADUs. An ADU is permitted if the lot is zoned for single-family, multifamily use, or mixed use allowing for residential use, and contains an existing, single-family structure or multifamily structure.
    - a. Existing Single-Family Structure/Primary Dwelling Unit. For an existing single-family structure, one ADU and one JADU is permitted. An ADU may be detached or attached. A JADU must be contained within the space of an existing single-family structure.
    - b. Existing Multifamily Structure. Within an existing multifamily structure, up to twenty-five (25) percent of the existing multifamily

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units may be ADUs, or one unit, whichever is greater; two accessory dwelling units detached from the multifamily dwelling are permitted subject to a height limit of sixteen (16) feet and four foot rear and side setbacks. If a detached ADU is on a lot with an existing or proposed multi-story multifamily dwelling, the ADU may be up to 18 feet in height.

2. Lot Size. There is no minimum lot size required if the ADU meets the setbacks described in this section.
3. ADU Size.
  - a. Minimum. The minimum unit size for a JADU per state law is one hundred fifty (150) square feet. There is no minimum unit size for other ADU structures provided that the ADU is in compliance with state laws including building and health and safety codes.
  - b. Maximum. For the conversion of an accessory building per state law, there is no maximum square footage provided the ADU is within the walls of the existing accessory building. For these uses, up to one hundred fifty (150) square feet can be added for ingress/egress subject to state law.
  - c. Detached ADUs for single-family or multifamily. The maximum unit size shall be eight hundred fifty (850) square feet for an efficiency or one bedroom, and one thousand (1,000) square feet for two bedrooms.
  - d. Attached ADUs. If there is an existing single-family dwelling on the site, the attached ADU shall be no larger in size than eight hundred fifty (850) square feet for an efficiency or one bedroom, and no larger than one thousand (1,000) square feet for a two bedroom. For multifamily, the ADU shall be no more than eight hundred (800) square feet.
  - e. Lot Coverage/Floor Area Ratio/Open Space. If all of the following standards are satisfied for an attached ADU or detached ADU, lot coverage, floor area ratio, and open space requirements would not apply. All other development standards as described in this section would apply. (See Tables 1 and 2)
  - f. Up to eight hundred (800) square foot accessory unit; and
  - g. No more than sixteen (16) feet in height; and
  - h. Four foot side, corner, and rear yard setbacks.
  - i. For all other ADUs allowed by this section, lot coverage, floor area ratio, and open space requirements of the underlying zone would apply.
4. ADU/JADU Height.
  - a. Detached ADUs. For a detached primary dwelling unit on a site, the ADU is permitted to be at least sixteen (16) feet in height, not to exceed the height described in Table 1.
  - b. Attached ADUs. For JADUs and internal ADUs, the height limits are not applicable, except the height limit of residential zone would apply if constructed in conjunction with a new single-family residence. An

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attached multifamily unit would only be permitted within the walls of the existing structure; therefore, a height limit would not apply.

5. Setbacks.
    - a. Front Setbacks. ADUs shall comply with the front setback requirement of the underlying zone; the front setback does not apply to an internal ADU or JADU.
    - b. Side and Rear Yard Setbacks. Setbacks for ADUs are summarized in Tables 1 and 2. Setbacks would generally not apply to JADUs or internal ADUs entirely contained within an existing dwelling unit; however, if constructed in conjunction with a new single-family residence then the setbacks for the underlying zone would apply. Setbacks would not apply to an existing accessory building converted into an ADU.
    - c. Corner (Street Side) Setbacks. The corner setback for a new detached ADU is ten (10) feet except that the corner setback may be as little as four feet if satisfying a ten (10) foot setback would not allow for construction of an ADU on the site. If the required setback is less than ten (10) feet, then the height of the detached ADU may not exceed sixteen (16) feet.
    - d. If constructed in conjunction with a single-family residence, the street side setbacks for the underlying zone would apply. The street side setback requirement is not applicable to a JADU, an attached ADU entirely contained within an existing dwelling unit, or an attached ADU which may be constructed at a setback equal to that of the primary dwelling, but no less than four feet.
  6. Distance Between Structures. The standard for distance between structures of the underlying residential zone will apply where feasible, but if necessary will be adjusted to accommodate an ADU that is eight hundred (800) square feet or less, sixteen (16) feet in height, and with rear and side setbacks of no less than four feet. Any accommodation for the distance between structures will need to be evaluated for consistency with building codes for protection of public safety and approved by the community development director or designee.
  7. The ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation, and shall include a kitchen and bathroom.
- E. Design Requirements.
1. ADUs shall be located at the rear or the side of the existing single-family dwelling unless it is demonstrated that the only feasible location is to place the ADU in front of the single-family dwelling due to extraordinary or physical constraints of the lot.
  2. The entrance to an attached ADU shall be separate from the entrance to the primary dwelling unit and shall be located and designed in a manner as to eliminate an obvious indication of two or three units in the same structure.
  3. All exterior changes shall be architecturally compatible with existing structures with regard to wall covering material, wall texture, and colors. When a garage is converted, the garage door shall be removed, and

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- framed-in wall shall include architectural details and finishes compatible with the residence(s) on the site.
4. When a garage is converted into an ADU, a landscaped area with a depth of at least two feet shall be provided for the area adjacent to the garage door with some exceptions. If the application can demonstrate that this is infeasible, the requirement can be waived by the community development director.
  5. Plans that demonstrate an unobstructed pathway extending from a street to one entrance of the ADU are desirable prior to approval of an ADU application; however, this is not a mandatory requirement for an ADU.
  6. If a manufactured home is the proposed structure for the ADU, at a minimum, it should still be compatible with the primary dwelling unit on the site with regard to wall covering material, wall texture, and colors.
  7. ADUs, when converted from existing accessory buildings, are permitted without additional restrictions provided the structure has independent exterior access and side and rear setbacks sufficient for fire safety, provided that no more than one hundred fifty (150) square feet is added for ingress/egress subject to the requirements of state law.
  8. Outside stairways serving ADUs should not be located on any building elevation facing a public street; and when unavoidable, the design of the stairway shall mute/mitigate any potential negative aesthetic impact and maintain the character of the existing single-family residence.

**Table 1: Accessory Dwelling Units—New Construction and Conversion of Accessory Buildings**

	<b>Conversion (Accessory Building per State Law)</b>	<b>New Construction</b>	
		Detached ADU (single-family)	Detached ADU (multifamily)
<b>Required Main Use on the Lot</b>	Existing single-family dwelling	Existing or proposed single-family dwelling	Existing multifamily dwelling
<b>Minimum Dwelling Size</b>	None	Determined based on compliance with building and health and safety codes	Determined based on compliance with building and health and safety codes
<b>Unit Size Maximum</b>	None, plus 150 square feet maximum addition for ingress/egress subject to all this section	No greater than 850 square feet for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.	For multifamily, no greater than 850 square feet for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.
<b>ADU Height/Story Limit</b>	None	At least 16 feet is permitted, but above 16 feet the ADU may not exceed the height of the existing primary dwelling on the site. <sup>1,2</sup>	
<b>ADU Front Setback</b>	Not applicable	Front setback standard of the underlying zone applies. <sup>3</sup>	Front setback standard of the underlying zone applies.
<b>ADU Minimum Side and Rear Yard Setbacks</b>	Not applicable	If ADU is 16 feet or less in height: 4 feet for interior side yard and rear. If ADU is more than 16 feet in height: Interior side and rear yard setbacks of the underlying zone would apply.	4 feet for interior side yard and rear
<b>Corner Setback</b>	Not applicable	10 feet <sup>4</sup>	10 feet*

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<b>(Street Side)</b>			
<b>Minimum Distance Between Structures (Primary Dwelling and ADU)</b>	Not applicable	The standard of the underlying zone will apply where feasible, however, the city must still accommodate an ADU of up to at least 800 square feet or less, 16 feet in height, and with four-foot rear and/or side yard setbacks	
<b>Parking</b>	None	See parking requirements under subsection F of this section.	
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.</li> <li>2. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.</li> <li>3. Front setback requirements cannot be used to prohibit the construction of an ADU, where there is no other alternative to allow for the construction of an 800-square-foot ADU that meets height limits and complies with four-foot side and rear setbacks.</li> <li>4. The setback may be as little as four feet if necessary to accommodate an ADU that satisfies the state's requirements. If the required setback is less than ten (10) feet, then the height of the ADU may not be more than sixteen (16) feet.</li> </ol>			

**Table 2: Junior and Attached Accessory Dwelling Units**

	<b>Junior ADU per State Law</b>	<b>Internal ADU (Proposed ADU contained within existing SFD)</b>	<b>Attached ADU (addition to residence)</b>	<b>Attached Multiple Family ADUs per State Law</b>
<b>Minimum Unit Size</b>	150 square feet	Determined based on compliance with building and health and safety codes		
<b>Unit Size Maximum</b>	500 square feet	No greater than 850 square feet for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.		No more than 800 square feet.
<b>ADU/JADU Height Limit</b>	Not applicable, except height limit of the underlying zone would apply if Constructed in Conjunction with New single-family residence	Not applicable, Except height limit of residential zone would apply if constructed in conjunction with new single-family residence	An ADU that is Attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower, and may not exceed two stories.	An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower, and may not exceed two stories.
<b>Front Setback</b>	Not applicable; JADU must be within walls of primary dwelling unit	Front setback standard of the underlying zone applies. <sup>5</sup>		
<b>ADU/JADU Min. Side and Rear Yard Setbacks</b>	Not applicable, Setbacks of the underlying zone would apply if constructed in conjunction with new single-family residence	Not applicable, setbacks of the underlying zone would apply if constructed in conjunction with new single-family residence	An attached ADU shall meet the requirements of the underlying zone, except that if the attached ADU is 800 square feet or less and no taller than 16 feet, the side setbacks may be 4 feet.	4 feet for ADU portion if new building or addition

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<b>Corner (Street side setback)</b>	Not applicable, except setbacks of the underlying zone would apply if constructed in conjunction with a new single-family residence	Not applicable, except setbacks would apply if constructed in conjunction with new single-family residence	10 feet <sup>2</sup>	10 feet <sup>2</sup>
<b>Parking</b>	Parking is not required for a JADU constructed within the existing area of the primary dwelling, but may be required if the garage is converted to a JADU subject to the requirements in subsection F of this section. See parking requirements under subsection F of this section.			
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Front setback requirements cannot be used to prohibit the construction of an ADU, where there is no other alternative to allow for the construction of an 800-square-foot ADU that meets height limits and complies with four-foot side and rear setbacks.</li> <li>2. The setback may be as little as four feet if necessary to accommodate an ADU that satisfies the state's requirements. If the required setback is less than ten (10) feet, then the height of the ADU may not be more than sixteen (16) feet.</li> </ol>				

**F. Parking Requirements.**

1. Parking requirements, consistent with Chapter [9.11](#) of this title:
  - a. Unless the JADU or ADU is exempt from parking requirements as described in subsection (F)(2), one parking space is required per accessory dwelling unit or per bedroom of an accessory dwelling unit, whichever is less, and may be provided through tandem parking on a driveway unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
  - b. Parking is allowed in rear and side setback areas, and in a paved driveway in the front setback area if parking in the rear and side setback areas is not possible, provided that all other development standards are satisfied including minimum front yard landscaping standards.
  - c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the off-street parking spaces will not be required to be replaced.
2. Parking Exemptions. Additional parking spaces are not required for ADUs, nor for JADUs in any of the instances listed in subsections (F)(2)(a) through (e) below. Further, JADUs within the living area of the primary dwelling unit are exempt from all parking requirements, but the standards in subsection (F)(1) would apply if a garage is converted to a JADU.
  - a. The ADU is located within one-half mile of a public transportation stop along a prescribed route according to a fixed schedule; or
  - b. The ADU is located within one block of a car share parking spot; or
  - c. The ADU is located in a historic district listed in or formally determined eligible for listing in the National Register of Historic

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- Places and the California Register of Historical Resources or as a city historic preservation overlay zone; or
- d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or
  - e. The accessory dwelling unit is part of the existing dwelling unit or an existing accessory structure.
- G. JADU Requirements. As specified in state law, there are specific requirements that apply only to junior accessory dwelling units. The development standards for JADUs are summarized in Table 2. The standards and requirements for JADUs are as follows.
1. JADUs must be constructed entirely within the walls of the primary structure and have their own entrance.
  2. The JADU cannot exceed five hundred (500) square feet.
  3. JADUs are limited to one per residential lot if a single-family residence is already constructed on a lot.
  4. The owner must record a deed restriction stating that the JADU cannot be sold separately from the single-family residence.
  5. The owner shall execute a covenant and agreement in a form acceptable to the city to document that either the primary dwelling unit or accessory dwelling unit will be owner occupied.
  6. The JADU must include an efficiency kitchen which includes a sink, cooking appliance, counter surface, and storage cabinets that meet minimum building code standards; no gas or 220V circuits are allowed.
  7. The JADU may share a bath with the primary residence or may have its own bath.
  8. An interior entry into the single-family residence is not required, unless JADU shares a bathroom with the primary dwelling. In this instance, the JADU is required to have an interior entry to the primary dwelling's "main living area," independent of the exterior entrances of the JADU and primary dwelling.
  9. The JADU is to be considered part of the single-family residence for purposes of fire and life protection ordinances and regulations, such as sprinklers and smoke alarms.
  10. Additional parking may only be required if a garage is converted into a JADU as described in subsection F above.
  11. Water, sewer and power connection fees may not be required.
- H. Fees. ADUs shall be subject to all development fees specified by city ordinances or resolutions for ADUs. Impact fees may not be imposed on JADUs and ADUs smaller than seven hundred fifty (750) square feet. For ADUs greater than seven hundred fifty (750) square feet, local agencies must assess an impact fee that correlates to square footage of primary residence. ADUs shall not be considered new residential uses for purpose of calculating utility connection fees or capacity charges, including water or sewer service.
- I. Enforcement. Upon application and approval, the city must delay enforcement against a qualifying substandard ADU for five years to allow the owner to address the violation, so long as the violation is not a health and safety issue, as determined

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- by the community development department.
- J. ADUs cannot be sold or otherwise conveyed separately from the primary dwelling, except if a qualified nonprofit corporation whose mission is to provide units to low-income households completes a deed restricted sale consistent with state law.
  - K. An accessory dwelling unit created pursuant to this municipal code section shall only be rented for a period of longer than thirty (30) days as specified in state law.



**Exhibit F**

**9.09.150 Senior Citizen housing.**

- A. Purpose and Intent. The purpose and intent of this chapter is to provide for development of senior citizen housing pursuant to standards which reflect the unique character of senior citizen residential occupancy.
- B. Applicability. Senior housing shall be subject to the property development requirements of the underlying district and subject to all applicable local, state and federal laws, including the requirements of this section.
- C. Property Development Standards. Development standards shall be flexible to ensure efficient site planning and neighborhood compatibility and to reflect the unique requirements of persons over the age of 55.
  - 1. A Senior citizen housing development must have a minimum of twenty (20) dwelling units.
  - 2. The number of dwelling units may exceed that which is permitted in the underlying district by up to one hundred (100) percent, or as otherwise approved by the planning commission, provided the conditions of approval include the following requirements:
    - a. Commitment to the ongoing use of the facility as senior citizen housing;
    - b. Identification of amenities and assurances of their ongoing availability;
    - c. Identification of facility operator; and
    - d. Other requirements as deemed necessary to protect and preserve the health, safety and welfare of the occupants and the community;
  - 3. There is no requirement for the affordability of the units for very low, low or moderate income households for a senior citizen housing development to qualify for the above density bonus.
  - 4. Each dwelling unit shall consist of individual rooms that contain a full bathroom and may contain small, efficiency kitchens. Any common kitchen, dining, and living space, and recreational facilities must be adequate to serve all residents;
  - 5. The units provided shall not be less than four hundred fifteen (415) square feet in floor area for efficiency units, and five hundred forty (540) square feet for one-bedroom units, or as otherwise approved by the planning commission;

**Minimum Unit Size for Senior Citizen Housing Developments**

Unit Size	Common Dining	
	With	Without
Studio	360 sf	450 sf
One bedroom	500 sf	600 sf
Two bedroom	700 sf	800 sf

- 6. Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public right-of-way, and compatible with the residential neighborhood;
- 7. The development shall provide laundry facilities adequate for the number of residents;

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8. A senior housing development is required to have one or more of the following specific common facilities for the exclusive use of the resident senior citizens:
    - a. Beauty salon and barber shop,
    - b. Coffee shop
    - c. Small scale pharmacy or store selling daily needs such as groceries, gifts, and clothing,
    - d. Transportation, maintained and operated by the facility,
    - e. Recreational center, and
    - f. Other facilities for the sole enjoyment of residents;
  9. The use will be so located as to provide residents easy access to community services such as transportation, shopping, and other daily services. Where appropriate, there should also be provided a generous amount of activity facilities (both indoors and outdoors) for residents.
  10. On-site landscaping shall be installed and maintained consistent with the underlying district;
  11. Senior housing projects in the Office (O) and Office Commercial (CO) districts shall be subject to the Residential 15 (R15) development standards.
  12. Parking garages, surface parking, and private and common areas located outside the building shall be designed to protect the security of residents, guests and employees by controlling access to the facilities by other persons.
  13. Outdoor Living Area. Any project containing 4 or more private living quarters shall provide the following minimum open space: 100 square feet per living quarter for projects with 4 or 5 private living quarters, and 50 square feet per living quarter for projects of 6 private living quarters or more. Affordable housing projects may substitute one square foot of common open space for each square foot of required private open space.
  14. Congregate care senior citizen housing projects, which by their design appeal to age categories significantly older than age 55, may request reduced parking requirements if it can be demonstrated that less demand will be generated with approval of a parking study pursuant to Section 9.11.070(A).
- D. Accessibility.
1. All second-story units shall be serviced by elevators.
  2. All common areas shall be wheelchair accessible.
  3. Units designed for persons with a disability shall meet requirements for state Title 24 regulations.
- E. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
1. "Congregate care senior citizen housing" means senior citizen housing which provides meal service at a central dining facility but does not provide twenty-four (24) hour services or supervision.
  2. "Senior citizen housing" is defined as attached residential development designed for, and restricted to, persons or couples of which one member is age 55 or older, as specified in California Civil Code Sections 51.11 and

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- 51.12. These residences are intended entirely for independent living, and do not require support services such as common dining facilities or medical care.
3. “Senior citizen housing development” means a residential development developed with more than 20 units as a senior community by its developer and zoned as a senior community by a local governmental entity, or characterized as a senior community in its governing documents, as these are defined in Section 4150, or qualified as a senior community under the federal Fair Housing Amendments Act of 1988, as amended.

**Exhibit G****9.09.160 Residential care facilities.**

- A. Purpose and Intent. Residential care homes and facilities provide a cost-effective, supportive, and non-institutional environment for state-licensed operations. In order to protect the public health, safety, and welfare, to preserve and protect the integrity of residential neighborhoods, and to ensure this code does not act as a disincentive to or unreasonably restrict the development of residential care homes, including, but not limited to, group homes, elderly care facilities, adult residential facilities, disabled care facilities, foster homes, juvenile court residential facilities for abused or neglected children, and other facilities licensed by the state, residential care facilities shall be allowed and developed in accordance with the standards set forth in this section.
- B. Applicability. The purpose of this section is to establish standards for review of residential care homes and facilities, including those providing housing and supportive services for disabled individuals and households, in compliance with state law. This section shall be interpreted and applied consistent with the policies and guidelines of the general plan housing element, the requirements of the California Government Code, including but not limited to Section 65580 et seq., and the requirements of the California Health and Safety Code Section 1500 et seq.
1. As used in this section, "juvenile court residential facilities" do not include any juvenile placement facility approved by the Department of Corrections and Rehabilitation, Division of Juvenile Justice, any juvenile hall operated by a county, or any place in which a juvenile is judicially placed pursuant to California Welfare and Institutions Code Section 727(a).
  2. As used in this section, "residential care facilities" do not include and this section does not apply to any independent living arrangement, transitional housing, or supportive housing. For transitional housing or supportive housing, the requirements of Section 9.09.310 (Supportive and transitional housing) shall apply.
- C. Property Development Standards. The following standards shall apply to residential care facilities:
1. Residential care facilities shall be considered a residential use of property, and, except as otherwise set forth in this section, shall be subject only to those restrictions and standards that apply to other residential dwellings of the same type in the same zoning district.
  2. A residential care facility that serves six (6) or fewer persons shall not be included within the definition of a boarding house, rooming house, institution, or home for the care of minors, the aged, or persons with mental health disorders, foster care home, guest home, rest home, community residence, or other similar terms that imply that the residential facility is a business run for profit or differs in any other way from a family dwelling.
  3. Residential care facilities that serve six (6) or fewer persons are allowed in all residential zoning districts a permitted use without a conditional use or other discretionary permit.

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4. Any sized residential care facility shall not be located in an accessory dwelling unit (ADU), unless the primary dwelling unit is used for the same purpose.
  5. The group home has six or fewer occupants, not counting a house manager, but in no event shall it have more than seven occupants. If the dwelling unit has an accessory dwelling unit (ADU), occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.
  6. Residential care facilities for more than six residents shall be permitted in any residential district subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state, and federal laws, including the standards in subsection D of this section.
  7. Residential care facilities for more than six residents has a minimum distance requirement of 300 feet from any other Residential care facility as specified by State Health and Safety Code Section 1267.9 (b).
  8. Density shall be in accordance with the requirements of the district within which the facility is located;
  9. Parking shall be provided based upon demonstrated need but shall not require more parking than required for other residential uses within the same zoning district. Except as otherwise required or allowed by this subsection, the parking requirements of Chapter 9.11 shall also apply.
  10. Fences or walls may be required to ensure privacy and neighborhood compatibility.
  11. Such other conditions and standards necessary to preserve and safeguard the public health, safety or welfare of the occupants and the community may be imposed.
- D. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.  
 "Residential facility" means any family home, group care facility, or similar facility that is maintained and operated to provide twenty-four (24) hour nonmedical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.

## Exhibit H

### 9.09.170 Emergency shelters.

- A. Purpose and Intent. The purpose of this section is to permit emergency shelters and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.
- B. Applicability. Emergency shelters shall be permitted in the Mixed Use Zones/Corridors: Downtown Center (DC), Corridor Mixed-Use (COMU), and Center Mixed Use (CEMU) without a conditional use permit or other discretionary action.  
Emergency shelters in the Community Commercial (CC), Office Commercial (OC), Office (O), Public (P), and Business Park-Mixed Use (BPX) zoning districts as well as the following Mixed-Use Zones/Corridors: Highway/Office Commercial (H/OC) are subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.
- C. Any additional requirements imposed by the State Department of Housing and Community Development through its oversight; and
- D. Additional development standards, which shall take precedence should they be in conflict with those found in Sections [9.04.040](#) and [9.05.040](#):
1. The maximum number of clients permitted to be served (eating, showering, and/or sleeping) nightly shall not exceed one per one hundred twenty-five (125) square feet of floor area;
  2. Sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone.
  3. The interior intake waiting area for a facility shall include a minimum of ten (10) square feet per bed;
  4. The exterior intake waiting area shall be screened from public and/or private view by a six- foot block wall and landscaping;
  5. A storage area shall be provided at a rate of five square feet for each bed. Such storage area need not be provided adjacent to client sleeping area;
  6. At least one toilet and one shower shall be provided for each fifteen (15) beds;
  7. No portion of any emergency homeless shelter shall be located within three hundred (300) feet of another emergency homeless shelter that is currently built, or that is approved to be built;
  8. No portion of an emergency homeless shelter shall be located within five hundred (500) feet of property zoned for residential use;
  9. No portion of an emergency homeless shelter shall be located within one-quarter mile of a “soup kitchen” or other similar congregate meal facility, measured property line-to-property line; and
  10. Lighting shall be provided in all parking, exterior (outside) intake and/or waiting areas, outside common areas and along the periphery of the building and facility. Such lighting shall be in conformance with Section [9.08.100](#) of the Moreno Valley Municipal Code.

**Exhibit I****9.09.180 Employee Housing**

- A. Purpose and Intent. The purpose of this section is to permit employee housing and to ensure that it does not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.
- B. Applicability. Every person, or agent or officer thereof, constructing, operating, or maintaining employee housing shall comply with the requirements of this section and all applicable health, safety and building codes and standards.
1. Employee housing provided by the employer and maintained in connection with the work or place where work is being performed must comply with all provisions of Section 17008(a) of the California Health and Safety Code.
  2. Employee housing not maintained in connection with any workplace and provided by someone other than an agricultural employer must comply with all provisions of Section 17008(b) of the California Health and Safety Code.
  3. Employee housing for six or fewer employees shall be treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone (California Health and Safety Code Section 17021.5).
  4. Employee housing consisting of no more than 12 units or 36 beds is permitted in the same manner as other agricultural uses in the Residential 1 (R1) and Residential Agriculture 2 (RA2) zoning districts (California Health and Safety Code Section 17021.6).
  5. Nothing in this code shall prohibit the use of a multiple-family unit from housing agricultural employees in the same manner as a family defined within Section [9.15.030](#) of this code.
- C. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- “Employee housing” shall have the same meaning ascribed in Health and Safety Code Section 17008.
- “Farmworker Housing” has the same meaning as “employee housing” as set forth in California Health and Safety Code Section 17008(a) for agricultural employees.

**Exhibit J****9.09.320 Low barrier navigation centers.**

- A. Purpose and Intent. The purpose of this chapter is to implement the provisions of Government Code Section 65660 et seq. relating to low barrier navigation centers.
- B. General Standards. A low barrier navigation center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the following requirements:
1. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
  2. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing.
  3. It complies with Chapter 6.5 of Housing First and Coordinating Council (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
  4. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.
  5. Low barrier navigation centers shall also comply with the standards established for emergency shelters in Section 9.09.170 of the Moreno Valley Municipal Code.
- C. Review Process. Low barrier navigation centers may be established and operated subject to nondiscretionary approval of a site plan review in compliance with Section 9.02.030 of the Moreno Valley Municipal Code.
- D. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning, or otherwise defined in Government Code Sections 65660 et seq.
- “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to the applicable provisions of the Code of Federal Regulations as specified in Government Code Section 65662, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- “Low barrier” means best practices to reduce barriers to entry, and may include, but is not limited to, the following:
1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth;
  2. Pets;
  3. The storage of possessions; or
  4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.
- “Low barrier navigation center” means a Housing First, low barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- E. Repeal. This section shall remain in effect only until January 1, 2027, and as of that date is repealed.



**Exhibit K****9.09.330 Group homes.**

- A. Purpose and Intent. The purpose of this section is to ensure that group homes do not result in an adverse impact on adjacent residential uses or the surrounding neighborhood.
- B. Applicability. Group homes shall be permitted in any residential district subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection C of this section.
- C. Property Development Standards. The following standards shall apply to group homes:
1. Group homes shall be considered a residential use of property, and, except as otherwise set forth in this section, shall be subject only to those restrictions and standards that apply to other residential dwellings of the same type in the same zoning district.
  2. A group home, limited that serves six (6) or fewer persons shall not be included within the definition of a boarding house, rooming house, institution, or home for the care of minors, the aged, or persons with mental health disorders, foster care home, guest home, rest home, community residence, or other similar terms that imply that the residential facility is a business run for profit or differs in any other way from a family dwelling.
  3. A group home, limited that serve six (6) or fewer persons are allowed in all residential zoning districts a permitted use without a conditional use or other discretionary permit.
  4. Any sized group home shall not be located in an accessory dwelling unit (ADU), unless the primary dwelling unit is used for the same purpose.
  5. A group home, limited, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has an accessory dwelling unit (ADU), occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.
  6. A group home, general for more than six residents, shall be permitted in any residential district subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state, and federal laws.
  7. A group home, general for more than six residents, is required to have a minimum distance from any other group home, general of 300 feet, as specified by State Health and Safety Code Section 1267.9 (b).
  8. Density shall be in accordance with the requirements of the district within which the facility is located;
  9. Parking shall be provided based upon demonstrated need but shall not require more parking than required for other residential uses within the same zoning district. Except as otherwise required or allowed by this subsection, the parking requirements of Chapter 9.11 shall also apply.
  10. Fences or walls may be required to ensure privacy and neighborhood compatibility.

**Exhibit K**

11. Such other conditions and standards necessary to preserve and safeguard the public health, safety or welfare of the occupants and the community may be imposed.
- D. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- “Group home” means a residential unit utilized as a supportive living environment for people meeting the legal definition of disabled. A Group Home operated by a single Operator or service provider constitutes a single facility, whether the facility occupies one or more dwelling units. A Group home provides housing only for a classified group of people. No medical care, services, or treatment can take place in a Group home. Only State licensed facilities can provide care, services, or treatment under State law (see 9.09.160 (Residential care facilities)).
- “Group home, General” serves seven (7) or more persons.
- “Group home, Limited” serves six (6) or fewer persons.
- “Sober Living Home” means a group home for people recovering from a chemical addiction that meets the legal definition of disabled. A Sober Living Home provides only housing for people who have just come out of rehab and need a place to live that is structured and supportive for those in recovery. No medical care, services, or treatment can occur in a Sober Living Home. Only State licensed facilities can provide care, services, or treatment under State law (see 9.09.160 (Residential care facilities)).

## Exhibit L

### Chapter 9.15

“Disability” means a person with a disability to include any (1) individual with a physical or mental impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment.

~~“Farmworker housing” means housing that is occupied by farmworkers or farmworkers and their households. Farmworker housing is allowed in all multiple-family zones (R-10, R-15, R-20, and R-30).~~



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** LIST OF PERSONNEL CHANGES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

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

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

### **FISCAL IMPACT**

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

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Serina Astorga  
Executive Assistant

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

### **CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. Personnel Changes for Staff Report\_6.20.23

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:39 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:47 AM

**City of Moreno Valley**  
**Personnel Changes- 5/1/23- 5/31/23**  
**June 20, 2023**

**New Hires**

Kima Blake, Animal Services Assistant, Animal Services, Community Development

Daniel Carlos, Electric Utility Program Coordinator, Moreno Valley Utility, Public Works

Tommie Johnson, Community Services Supervisor, Parks and Community Services

Javier Garcia, Parks Maintenance Worker, Parks Maintenance, Parks and Community Services

Guillermo Arzu, Senior Payroll Technician, Payroll, Financial and Management Services

Kendra Lakkees, Human Resources Technician, Human Resources, Financial and Management Services

Samantha Taylor, Senior Accountant, Human Resources, Financial and Management Services

**Promotions**

Quang Nguyen

From: Senior Engineer P.E., Capital Projects, Public Works

To: Principal Engineer, Capital Projects, Public Works

Jaime Juengel

From: Animal Control Officer, Animal Services, Community Development

To: Animal Care Supervisor, Animal Services, Community Development

**Transfers**

NONE

**Separations**

Degan Stengel, Maintenance Worker II, Maintenance and Operations, Public Works



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** ANNUAL STATEMENT OF INVESTMENT POLICY

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt the Annual Statement of Investment Policy.

### **SUMMARY**

Staff recommends that the City council review and adopt the Annual Statement of Investment Policy. There are currently only minor changes proposed to the policy.

California Government Code Sections 53601 and 53646, respectively, delineate the types of investments allowed, define various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program.

### **DISCUSSION**

The City's Investment Policy calls for the policy to be reviewed and adopted annually by the City Council. The policy was last revised in June 2022. The policy in its revised form has incorporated all of the most recent changes made to the California Government Code as well as the best practices which have been identified by the California Debt and Investment Advisory commission (CDIAC). The policy has been reviewed and certified by both the Association of Public Treasurers of the United States and Canada (APT US&C) and the California Municipal Treasurer's Association (CMTA) in February 2020 and comments from that review process have been incorporated into

the current version of the policy.

The Investment Policy has been reviewed by both staff and our investment management firm, Chandler Asset Management. Based on this review, there have been only minor changes made to the policy to maintain recommended industry best practices.

This item was scheduled for review by the Finance Subcommittee at their May 23, 2023 meeting.

### **ALTERNATIVES**

1. Adopt Annual Statement of Investment Policy. *Staff recommends this alternative since this will allow for the timely review and adoption of the policy for the coming fiscal year.*
2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction. *Staff does not recommend this alternative since it will not allow for a timely review and adoption process prior to the start of the new fiscal year.*

### **FISCAL IMPACT**

No fiscal impact.

### **NOTIFICATION**

Posting of Agenda

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Deputy Finance Director

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

### **CITY COUNCIL GOALS**

None

### **CITY COUNCIL STRATEGIC PRIORITIES**

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



**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. Investment Policy - 6.20.2023

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:47 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:47 AM

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**INVESTMENT POLICY**


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**PURPOSE:** The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

This investment policy was endorsed and adopted by the City Council and is effective as of the 20<sup>th</sup> day of June, 2023, and replaces any previous versions.

**I. Scope**

- A.** Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley, the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Annual Comprehensive Financial Report and include:
1. General Fund
  2. Special Revenue Funds
  3. Debt Service Funds
  4. Capital Project Funds
  5. Internal Service Funds
  6. Agency Funds
  7. Enterprise Funds
- B.** The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.
- C.** At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.
- D.** Funds excluded from this policy
1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
  2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.
  3. **Voluntary Employees' Beneficiary Association (VEBA) plan:** Funds deposited into VEBA plans on behalf of employees are managed under a separate investment policy and are held and managed by a third party fund manager.

Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12; 6/9/15;  
6/9/16; 5/7/19; 5/18/20; 6/21/22; 6/20/23

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**INVESTMENT POLICY**


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**II. Prudence** (Reference CA Govt. Code 53600 and 53646)

- A.** Prudent Investor Standard: Management of the City’s investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B.** Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

**III. Objectives** (Reference CA Govt. Code 53600.5)

- A.** The City’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.
- 1. Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.
  - 2. Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.
  - 3. Reasonable market rate of return (Yield)** – The City’s investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City’s investment risk constraints and the cash flow characteristics of the portfolio.
- B.** The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12; 6/9/15;  
6/9/16; 5/7/19; 5/18/20; 6/21/22; 6/20/23

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**INVESTMENT POLICY**


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**IV. Delegation of Authority** (Reference CA Govt. Code 41006 and 53607)

- A. The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Chief Financial Officer to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization when delegating any of his/her authority.
- B. The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.
- C. The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.
- D. The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.
- E. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

**V. Investment Procedures**

- A. The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
  - 1. Safekeeping
  - 2. Master repurchase agreements
  - 3. Wire transfer agreements
  - 4. Collateral/Depository agreements
  - 5. Broker/Dealer relationships
- B. Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
  - 1. Cash collection practices
  - 2. Depository practices
  - 3. Cash flow issues
  - 4. Cash flow projections
  - 5. Anti-theft/Anti-fraud practices
  - 6. Banking agreements

Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12; 6/9/15;  
6/9/16; 5/7/19; 5/18/20; 6/21/22; 6/20/23

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**INVESTMENT POLICY**


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7. Accounting practices
  - C. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.
  - D. Allocation of Pool Interest
    1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.
    2. The allocation methodology will be maintained by the City Treasurer.

**VI. Ethics and Conflict of Interest**

- A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.
- B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.
- C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

**VII. Investment Controls**

- A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:
  1. Fraud
  2. Theft
  3. Loss of principal
  4. Loss of control over funds
  5. Inaccurate reporting
  6. Negligence
  7. Over-reliance on a single employee for investment decisions
- B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):
  1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
  2. Reconciliation of investment report and cash balances
  3. Dual authorization of transactions

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 Approved by: City Council  
December 17, 1996

 Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12; 6/9/15;  
6/9/16; 5/7/19; 5/18/20; 6/21/22; 6/20/23

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**INVESTMENT POLICY**


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- C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

**VIII. Authorized Financial Dealers and Institutions** (Reference CA Govt. Code 53601)

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
1. The City may engage the services of investment advisory firms to assist in the management of the portfolio (discretionary portfolio management) and investment advisors may utilize their own list of approved broker/dealers. The list of approved firms maintained by the investment advisor shall be provided to the City on an annual basis or upon request. The investment advisor will certify that they have read and are willing to comply with the City's investment policy.
  2. In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, any authorized broker/dealer from whom a competitive bid is obtained for the transaction will meet the following criteria and provide the required information to the City Treasurer.
- B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.
- C. The following criteria will be used in determining investment providers
1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).
  2. Banks: The City shall only purchase securities from banks which meet all of the following criteria:
    - a. Nationally or State chartered banks
    - b. Registered as investment securities dealers with the Securities and Exchange Commission
    - c. Independently rated in the "A" rating category or higher by two nationally recognized statistical ranking organizations
  3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.
  4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12; 6/9/15;  
6/9/16; 5/7/19; 5/18/20; 6/21/22; 6/20/23

**INVESTMENT POLICY**

- D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:
  - 1. A completed City of Moreno Valley Broker/Dealer Questionnaire
  - 2. Audited financial statements
  - 3. Proof of Financial Industry Regulatory Authority (FINRA) certification
  - 4. Trading resolution
  - 5. Proof of state registration
  - 6. Certification of having read and willingness to comply with City’s investment policy
- E. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City’s approved list.
- F. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.
- G. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

**IX. Authorized and Suitable Investments (with quality and limitation guidelines)** (Reference CA Govt. Code 53601)

- A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.
- B. Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the time of purchase.
- C. Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

INVESTMENT TYPE	MAXIMUM REMAINING MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVT. CODE SECTION
Local Agency Bonds	5 years	— none —	— none —	53601(a)
U.S. Treasury Obligations	5 years	— none —	— none —	53601(b)
State Obligations: CA and Others	5 years	— none —	— none —	53601(d)
CA Local Agency Obligations	5 years	— none —	— none —	53601(e)
U.S Agency Obligations	5 years	— none —	— none —	53601(f)
Bankers’ Acceptances	180 days	40%	— none —	53601(g)
Commercial Paper: Non-pooled Funds	270 days	40% of the agency’s invested funds <sup>(3)</sup>	“A-1/P-1/F-1”; if the issuer has issued long-term debt it must be rated at least in the “A” ratings category	53601(h)(2)(C)
Negotiable Certificates of Deposit	5 years	30%	— none —	53601(i)
Placement Service Deposits	5 years	30% <sup>(2)</sup>	— none —	53061.8 & 53635.8
Placement Service Certificates of Deposit	5 years	30% <sup>(2)</sup>	— none —	53061.8 & 53635.8

Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12; 6/9/15; 6/9/16; 5/7/19; 5/18/20; 6/21/22; 6/20/23

Attachment: Investment Policy - 6.20.2023 (6301 : ANNUAL STATEMENT OF INVESTMENT POLICY)

**INVESTMENT POLICY**

Repurchase Agreements	1 year	— none —	— none —	53601(j)
Medium-Term Notes	5 years	30%	“A” rating category by a NRSRO(1)	53601(k)
Supranational Securities (Only International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank are approved issuers)	5 years	30%	“AA” rating category by a NRSRO(1)	53601(q)
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple	53601(l) and 53601.6(b)
Collateralized Bank Deposits	5 years	— none —	— none —	53630 et seq. and 53601(n)
Mortgage Pass-Through Securities/Asset Backed Securities/Collateralized Mortgage Backed Securities	5 years	20% (1)	“AA” rating category by a NRSRO(1)	53601(o)
County Pooled Investment Funds	n/a	— none —	— none —	27133
Joint Powers Authority Pool	n/a	— none —	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —	16429.1
NRSRO = Nationally Recognized Statistical Rating Organization				
(1) The combination of Mortgage Pass-Through, Asset Backed and Collateralized Mortgage Backed securities may not exceed 20% of the portfolio. (2) No more than 30% of the agency’s money can be invested in deposits, including certificates of deposit through a placement service. (3) No more than 25 % of the Agency’s investment assets under management may be invested in Commercial Paper. Under a provision sunseting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency’s investment assets under management are greater than \$100,000,000.				

**D. Investment Pools:** A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:

1. A description of eligible investment securities, and a written statement of investment policy.
2. A description of interest calculations and distribution and how gains and losses will be treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool?
7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?

**E.** Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.

**F. Prohibited Investment Transactions and Derivatives:**

1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:
  - a. Reverse Repurchase Agreements
  - b. Financial futures or financial option contracts
  - c. Security lending
  - d. Securities with forward settlement date exceeding 45 days from the time of the investment is prohibited.
2. Additionally, the City shall not invest in any security that could result in zero interest accrual if held to maturity. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.

Attachment: Investment Policy - 6.20.2023 (6301 : ANNUAL STATEMENT OF INVESTMENT POLICY)



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**INVESTMENT POLICY**


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3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.
4. Leveraging
  - a. The City may not purchase investments on a margin or through a margin account.
  - b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.
  - c. The City may not leverage its investments through the use of reverse repurchase agreements.

**X. Review of Investment Portfolio**

- A. The securities held by the City must be in compliance with paragraph IX Authorized and Suitable Investments and paragraph XIV Maximum Maturities at the time of purchase. At least quarterly the City Treasurer shall review the portfolio to identify any securities that do not comply with this policy. The City Treasurer shall establish procedures to report to the City Council major and critical incidences of noncompliance identified as a result of the portfolio review. *(Also see paragraph XIII.E.)*

**XI. Collateralization (Reference CA Govt. Code 53601)**

- A. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.
- B. Certificates of Deposit:
  1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
  2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.
- C. Repurchase Agreements
  1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.

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December 17, 1996

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- 2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.
- D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.
- E. The City chooses to limit collateral to US Treasuries.
- F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.
- G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

**XII. Safekeeping, Custody and Competitive Bids** (Reference CA Govt. Code 53608)

- A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.
- B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.
- C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.
- D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.
- E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.
- F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.
- G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

**XIII. Diversification and Credit Risk Management**

- A. Investments contained within the portfolio will be diversified by security type, institution and maturity.
  - B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.
  - C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities, Supranational issuers, investment pools and money funds or money market mutual funds.
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**INVESTMENT POLICY**


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- D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
- E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
  - 1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  - 2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

**XIV. Maximum Maturities**

- A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.
- B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council at least 90 days prior to the purchase of the security(ies).
- C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.
- D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

**XV. Performance Standards**

- A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.
- B. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.
- C. Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the ICE Bank of America Merrill Lynch Index of 1 to 5 Year Government securities.*

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**INVESTMENT POLICY**


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**XVI. Reporting** (Reference CA Govt. Code 53607 and 53646(b))

- A.** The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:
1. Investment Type
  2. Issuer
  3. Maturity Date
  4. Par Value
  5. Market Value
  6. Book Value
  7. Weighted Average Maturity
  8. Source of Market Valuation
  9. Monies maintained within the treasury
  10. Funds, investments and loans that are under the management of contracted parties
- B.** Quarterly, and within 45 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:
1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.
  2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

**XVII. Investment Policy Adoption** (Reference CA Govt. Code 53646(a)(2))

- A.** Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting within 120 days of the end of the fiscal year.

**XVIII. Record Retention**

- A.** The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:
1. Investment Reports and supporting documentation
  2. Third-party statements of assets held
  3. Investment permanent files
  4. Market pricing documentation

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**INVESTMENT POLICY GLOSSARY**

**AGENCIES:** See U.S. Agency Obligations

**ANNUAL COMPREHENSIVE FINANCIAL REPORT:** The official annual report for the city. It includes five combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting

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schedules necessary to demonstrate compliance with GAAP, finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**ASSET BACKED SECURITIES:** An asset-backed security (ABS) is a financial security collateralized by a pool of assets such as loans, leases, credit card debt, royalties or receivables. For investors, asset-backed securities are an alternative to investing in corporate debt. An ABS is similar to a mortgage-backed security, except that the underlying securities are not mortgage-based.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill and the issuer.

**BANK/TIME DEPOSITS:** A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). The deposited funds must remain in the account for the fixed term to receive the stated interest rate. Time deposits are an alternative to the standard savings account, and will usually pay a higher rate of interest.

**BENCHMARK:** A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

**BID:** The price offered by a buyer of securities. (When selling securities, you ask for a bid.).

**BROKER/DEALER:** An individual or firm that brings buyers and sellers together in a securities transaction.

**CALIFORNIA LOCAL AGENCY OBLIGATIONS:** Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable. (See negotiable Certificates of Deposit)

**CERTIFICATE OF DEPOSIT PLACEMENT AGENCIES:** Companies that allow an agency to combine the security of access to FDIC insurance above \$250,000 with the convenience of working directly with just one financial institution by parceling out investments to participant banks in keeping with the FDIC requirements.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COLLATERALIZED BANK DEPOSITS:** A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COLLATERALIZED MORTGAGE OBLIGATIONS (CMO):** Collateralized mortgage obligation (CMO) refers to a type of mortgage-backed security that contains a pool of mortgages bundled together and sold as an investment. Organized by maturity and level of risk, CMOs receive cash flows as borrowers repay

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**INVESTMENT POLICY**


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the mortgages that act as collateral on these securities. In turn, CMOs distribute principal and interest payments to their investors based on predetermined rules and agreements.

**COMMERCIAL PAPER:** An unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Maturities on commercial paper rarely range longer than 270 days. Commercial paper is usually issued at a discount from face value and reflects prevailing market interest rates

**CORPORATE MEDIUM-TERM NOTE** - Corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**DEALER:** A dealer acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT (DVP):** Delivery of securities with a simultaneous exchange of money.

**DERIVATIVES:** Financial products dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index.

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is at a discount.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits up to \$250,000 per deposit.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks (12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank. (Also see Agencies)

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages, second loans and fixed- rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest. (Also see Agencies)

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**FINANCIAL FUTURES/FINANCIAL OPTIONS CONTRACTS:** A futures contract is a legal agreement to buy or sell a particular commodity or asset at a predetermined price at a specified time in the future. Futures contracts are standardized for quality and quantity to facilitate trading on a futures exchange. The buyer of a futures contract is taking on the obligation to buy the underlying asset when the futures contract expires. The seller of the futures contract is taking on the obligation to provide the underlying asset at the expiration date.

**GOVERNMENT CODE:** The Government Code of the State of California.

**LEVERAGING:** the use of borrowed capital as a funding source when investing to expand the firm's asset base and generate returns on risk capital. Leverage is an investment strategy of using borrowed money—specifically, the use of various financial instruments or borrowed capital—to increase the potential return of an investment. Leverage can also refer to the amount of debt a firm uses to finance assets. When one refers to a company, property or investment as "highly leveraged," it means that item has more debt than equity.

**INVESTMENT POOLS:** A government investment pool (GIP), or local government investment pool (LGIP), is a state or local government pool offered to public entities for the investment of public funds.

**LIQUIDITY:** A liquid asset can be converted easily and rapidly into cash without a substantial loss.

**LOCAL AGENCY BONDS:** Bonds issued by the City of Moreno Valley, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

**LOCAL AGENCY INVESTMENT FUND (LAIF):** The aggregate of all funds from political subdivisions placed in the custody of the State Treasurer for investment and reinvestment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MARKET RATE OF RETURN:** A rate of return commensurate with the market for similar securities (maturity, credit rating, duration and liquidity) would be considered a market rate of return.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due. The investment's term or remaining maturity is measured from the settlement date to final maturity.

**MEDIUM TERM NOTES (MTN):** A note that usually matures in five to 10 years. A corporate MTN can be continuously offered by a company to investors through a dealer with investors being able to choose from differing maturities, ranging from nine months to 30 years, though most MTNs range in maturity from one to 10 years.

**MONEY MARKET MUTUAL FUNDS:** Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid securities and pays money market rates of interest.

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**MORTGAGE PASS-THROUGH SECURITIES:** Also called a pass-through, a security created when one or more mortgage holders form a collection (pool) of mortgages and sells shares or participation certificates in the pool. The cash flow from the collateral pool is "passed through" to the security holder as monthly payments of principal, interest, and prepayments. This is the predominant type of MBS traded in the secondary market.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION(NRSRO):** *Firms* that review the creditworthiness of the issuers of debt securities and express their opinions in the form of letter rating categories (e.g. AAA, AA, A, BBB, etc). The primary rating agencies are the following; Standard & Poor's Corporation, Moody's Investor Services, Inc.; Fitch, Inc. and Dominion Bond Rating Service, Ltd.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers that serve as trading counterparties of the New York Federal Bank in implementing monetary policy. This role includes the obligations to (i) participate consistently in open market operations to carry out U.S. monetary policy under the direction of the Federal Open Market Committee (FOMC) and (ii) provide the New York Federal Bank's trading desk with market information and analysis helpful in the formation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Federal Bank when it transacts for its foreign official account-holders.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond. The city calculates the rate of return based on the purchase price and the interest rate paid by the security when the Investment Report was prepared.

**REPURCHASE AGREEMENT:** A repurchase agreement (repo) is a form of short-term borrowing for dealers in government securities. In the case of a repo, a dealer sells government securities to investors, usually on an overnight basis, and buys them back the following day. (See Reverse Repurchase Agreement)

**REVERSE REPURCHASE AGREEMENTS:** For the party selling the security and agreeing to repurchase it in the future, it is a repo; for the party on the other end of the transaction, buying the security and agreeing to sell in the future, it is a reverse repurchase agreement.

**SAFEKEEPING:** A service provided by banks and trust companies when the bank or trust company stores the securities, receives interest payments and redeems issues at maturity.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding following the initial distribution.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**SECURITIES LENDING:** The act of loaning a stock, derivative or other security to an investor or firm. Securities lending requires the borrower to put up collateral, whether cash, security or a letter of credit. When a security is loaned, the title and the ownership are also transferred to the borrower.

**SETTLEMENT DATE:** The date that city cash has been exchanged for an investment. This will be considered the date that the investment is owned by the City.

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**STATE OBLIGATIONS:** Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

**SUPRANATIONALS:** Development banks that share the same goal of providing an improved standard of living in their member countries, but each having different mandates. There are three banks (supranationals) in which California local agencies can invest in their debt obligations: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC) and Inter-American Development Bank (IADB).

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**YIELD:** The rate of annual income returns on an investment, expressed as a percentage. There are nine methods of calculating yield identified by the California Debt and Investment Advisory Commission. The Treasurer shall select the method he or she thinks would be most informative to the reader of the report.

**U.S. AGENCY OBLIGATIONS:** A low-risk debt obligation that is issued by a U.S. government-sponsored enterprise (GSE) or other federally related entity. Agency securities are issued by GSEs which include the Federal National Mortgage Association (FNMA), Federal Home Loan Bank, Federal Home Loan Mortgage Corporation (FHLMC), the Student Loan Marketing Association (SLMA).

**U.S. TREASURY OBLIGATIONS:** Debt obligations issued and backed by the full faith and credit of the US government. Because they are considered to have low credit or default risk, they generally offer lower yields relative to other bonds.

**U.S. TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**U.S. TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of over 10 years.

**U.S. TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of one to 10 years.

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** ANNUAL REVIEW OF THE DEBT MANAGEMENT POLICY

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Review and approve the Debt Management Policy.

### **SUMMARY**

This report recommends the review and approval of the Debt Management policy. On September 12, 2016 Governor Brown signed Senate Bill 1029, Hertzberg, amending the Government Code to require issuers of public debt in California to have an adopted debt management policy. The City of Moreno Valley has recognized that having a Debt Policy in place is a best practice and first adopted a policy in 2006. Every year staff reviews the policy to industry standards. There are currently only minor revisions proposed to the policy as part of this annual review.

### **DISCUSSION**

Debt management policies are considered a “best practice” by many professional municipal finance organizations including the Government Finance Officers Association, the California Society of Municipal Finance Officers and the Association of Public Treasurers of the United States and Canada. Issuers of public debt within California are now required to have an adopted Debt Policy to participate in the financial markets.

The Debt Management Policy was originally developed in 2006 and revised in 2014, 2017, 2019, 2020, and 2021. In recent years additional requirements have been placed on the issuers of municipal securities based on the input from oversight agencies such as the Securities & Exchange Commission (SEC), the Municipal Securities Rulemaking Board (MSRB), the California Debt and Investment Advisory Commission, rating agencies and investors.

There are only minor revisions being recommended to the current policy at this time. Should any new significant developments occur in the regulatory environment, the policy will be adapted to meet these changes and will be brought back for review by the City Council at that time.

The Debt Management Policy was scheduled to be reviewed with the Finance Subcommittee at their meeting on May 23, 2023.

### **ALTERNATIVES**

1. Approve Debt Management Policy. *This alternative is recommended so that the City's policies and practices conform to the current debt management standards as established by municipal market oversight agencies.*
2. Not approve Debt Management Policy and provide staff with additional direction. *This alternative is not recommended since it will result the delay of the review and adoption of the policy and could result in the City being out of compliance with state laws.*

### **FISCAL IMPACT**

No current fiscal impact.

### **NOTIFICATION**

Public Notice

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Deputy Finance Director

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

### **CITY COUNCIL GOALS**

None

### **CITY COUNCIL STRATEGIC PRIORITIES**

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure

- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

**ATTACHMENTS**

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

- 1. Debt Management Policy - 6.20.23

**APPROVALS**

Budget Officer Approval	<u>    ✓ Approved    </u>	6/11/23 10:53 PM
City Attorney Approval	<u>    ✓ Approved    </u>	
City Manager Approval	<u>    ✓ Approved    </u>	6/12/23 8:48 AM

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**DEBT MANAGEMENT POLICY**


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**Purpose:** The following debt policies were developed in an effort to standardize and rationalize the issuance and management of debt by the City of Moreno Valley and its component units. The policies apply to all direct debt issued by the City of Moreno Valley, including leases, debt guaranteed by the City, and revenue bonds issued by the City. The policies also apply, along with certain other previously adopted policies, to so-called no-commitment debt and to conduit debt of the City.

**I. Scope**

- A. This policy will apply to the following funds and entities:
1. The City of Moreno Valley
    - a. General Fund
    - b. Moreno Valley Utilities
  2. Moreno Valley Community Facility Districts (CFD)
  3. Moreno Valley Community Services District (CSD)
  4. Moreno Valley Public Financing Authority (MVPFA)

**II. Introduction**

- A. The City's budget practices generally have been that operating revenues fully cover operating expenses, including debt service; established reserves meet minimum policy levels; "one-time" revenues are used to fund nonrecurring expenditures; and the prioritization of capital projects eligible for debt financing is accomplished through a "needs assessment" undertaken in the formulation and development of the City's Capital Improvement Budget.
- B. The policies are divided into discrete sections relating to: the purposes and uses of debt by the City; the City's creditworthiness objectives; the standards and structure to be used in City debt issues; debt administration and process; criteria for selection of the debt consulting team; and, appendices which summarize the City's current debt portfolio and which provide the reader with a glossary of common terms used in the municipal debt sector.
- C. Debt will only be undertaken when the City believes that the project revenues or specific resources will be available and sufficient to service the debt over its life. City debt will not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed. The policies establish criteria for internal, inter-fund borrowing.
- D. Before issuing lease revenue debt or financing leases, the City will determine that the proposed facility is both necessary and desirable, and that no other financing method is practical to finance it. The City shall only use lease revenue debt or financing leases if the tests set forth in the policies are met.
- E. The City seeks to maintain the highest possible credit ratings for all categories of short- and long-term direct debt that can be achieved without compromising delivery of basic City services and achievement of adopted City policy objectives.
- F. The City will seek to structure debt with level principal and interest costs over the life of the debt.

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- G.** As a matter of policy, no City department, agency, or sub-unit shall incur long-term debt in excess of \$100,000 without the approval of the City Council. All requests to incur debt in excess of \$100,000 will be presented by memorandum to the Chief Financial Officer/City Treasurer.
- H.** The City may sponsor conduit financings for those activities (i.e., economic development, housing, health facilities, etc.) that have a general public purpose and are consistent with the City's General Plan and with the City's overall service and policy objectives, as determined by the City Council. It shall be the City's policy to approve for conduit financing only those projects that demonstrate a "significant public benefit." The City will require a deposit of its anticipated fees and expenses for any entity seeking financing through the City as a conduit.
- I.** The policies establish a Debt Management Team, comprised "ex officio" of the City Manager, the Chief Financial Officer/City Treasurer, and the City Attorney, or their respective designee(s). The Debt Management Team is authorized to provide advice to the City Council, the City Manager, the Chief Financial Officer/City Treasurer, and the various Departments of the City in all matters pertaining to the creation of debt. All direct or indirect debt of the City will be presented to the City Council's Finance committee for deliberation and recommendation prior to submittal to the full City Council. For all debt sales, the City will require that the action taken by the City Council to incur the debt will be taken as a regular business item, and at a regular or special City Council meeting, consistent with state law.
- J.** The City may engage an underwriter for a negotiated sale of debt through a competitive process administered by the City's Financial & Management Services Department based on the prior recommendation of the City's Debt Management Team.
- K.** All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all statutory requirements necessary for issuance, and determining the federal income tax status of such debt. Bond counsel will be selected by the City Attorney based on the prior recommendation of the City's Debt Management Team.
- L.** While engagement of a municipal advisor on each City debt issue is not required, it is strongly encouraged by the policies. The City may engage an external municipal advisor through a competitive process administered by the City's Financial & Management Services Department based on the prior recommendation of the City's Debt Management Team.
- M.** Any unsolicited financing proposal to a City department, agency, or employee involving pledge or other extension of the City's credit through sale of securities, execution of loans or leases, marketing guarantees, or otherwise involving directly or indirectly the lending or pledging of the City's credit, shall be referred to the Financial & Management Services Department for review by the City's Debt Management Team prior to submittal to the City Council for approval.
- N.** "No commitment" debt is defined differently from conduit debt by the Governmental Accounting Standards Board ("GASB"). The City's no commitment debt is described in the exhibits to these Policies and in the notes to the City's financial statements. It consists generally of so-called "land secured debt" such as Mello-Roos or assessment district debt that

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indirectly benefits the City but for which the City has no financial commitment. Thus, this is “off balance sheet” debt which is afforded the same treatment as “conduit debt,” but which bears different risks in the event of non-compliance with the borrowing agreements.

- O. Conduit debt is debt issued by a government for the express purpose of providing capital financing for a third party that is not part of the issuing government’s financial reporting entity. These obligations may bear the name of the City but are not legal obligations of the City.
- P. Regular, updated debt policies can be an important tool to insure the use of the City's resources to meet its commitments to provide needed services to the citizens of Moreno Valley and to maintain sound financial management practices. These Policies are therefore guidelines for general use, and allow for waivers in extraordinary conditions. The Policies will have served their intended purpose if they stimulate an open debate about the City’s existing and/or proposed debt position, and they lead to informed decision making by the City Council.

### III. Purposes and Uses of Debt

#### A. Capital Financing – In General

1. The City normally will rely first on internally generated funds and/or grants and contributions from other governments to finance its capital needs. Debt will be issued for a capital project only in the case of emergency or when it is an appropriate means to achieve an equitable allocation of costs between current and future beneficiaries as determined by the City Council. Debt shall not, in general, be used for projects solely because insufficient funds are budgeted at the time of acquisition or construction. Debt will only be undertaken when the City believes that the project revenues or specific resources will be available and sufficient to service the debt over its life. Debt financing will not be considered appropriate for any recurring purpose such as operating or maintenance costs.
2. Capital improvements should be financed primarily through user fees, service charges, assessments, special taxes or developer exactions so long as the benefits the City will derive from such improvements can be attributed to the users of the improvements. Moreover, the City will specifically consider the costs associated with any borrowing in order to determine that the above funding sources are adequate to service the proposed debt. Accordingly, the Policies assume that development fees will be set at a level that is sufficient at all times to insure that new development pays its fair share of the cost of constructing new facilities in the community.
3. The City will evaluate the use of debt in-lieu of “pay-as-you-go” financing on the basis of the following criteria:
  - a. Factors favoring “Pay-as-You-Go” financing
    - i. Current fund balances or project revenues are sufficient to fund the project
    - ii. Existing or proposed debt levels would have a deleterious effect on the City’s credit position or rating

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- iii. Credit market conditions are unstable or present extraordinary difficulty in marketing the proposed debt
- b.** Factors favoring use of debt
    - i. Revenues are deemed to be stable and reliable enough to support the proposed debt at investment grade rating levels
    - ii. The nature of the financed project will support investment grade ratings
    - iii. Credit market conditions present favorable interest rates and demand for financings such as the City's
    - iv. The project being financed is mandated by the state or federal government and resources are insufficient or unavailable
    - v. The project being financed is immediately required to meet or relieve capacity needs and current resources are insufficient or unavailable
    - vi. The estimated useful life of the asset to be financed is greater than 5 years
- B.** Asset Life: The City will consider long-term financing for the acquisition, maintenance, replacement, or expansion of physical assets (including land) only if they have a useful life of at least five years. City debt will not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed.
- C.** General Obligation Debt
1. General obligation bonds provide the lowest borrowing costs for major public assets. The use of a general obligation pledge usually eliminates the need for a bond reserve and due to its high credit quality and the ability to levy a tax to repay it, produces borrowing terms and costs unavailable through other methods. Moreover, since the source of repayment of a general obligation bond is from proceeds of specific taxes, the City's operating funds and its operating position are not impacted by the issuance of general obligation bonds. Though the use of the term "general obligation bond" implies that the City's "full faith and credit" would be pledged to the repayment of the bond, the bond is actually repaid from an *ad valorem* tax on real property. Accordingly, the general obligation bond is more properly described as an "unlimited tax" bond.
  2. Because of the absence of a limitation on the rate and amount of the tax that might be levied to pay a general obligation bond, state law and prudent finance practice require the submission of such a proposed debt to the electorate. Article XIII of the California Constitution requires that general obligation bonds be submitted to the voters for approval and that the issuance of such bonds be approved by a two-thirds vote.
  3. *Ad valorem* property taxes affect various classes of taxpayers differently. Since the enactment of Proposition 13 in 1978, the increases in assessed value of real property have been limited for established property owners. This has the effect of disproportionately burdening newer property owners, who may have less wealth or

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taxpaying capacity than older, more established property owners. Moreover, business property owners, whose property turns over less frequently than residential property often benefit as a result of this phenomenon.

4. Cities in California may issue general obligation bonds only for the purpose of acquiring, improving or constructing real property. Accordingly, it shall be the City's policy to issue general obligation bonds only for such purposes and then only when the acquisition, improvement, or construction of the proposed real property will provide benefits to the community, in significant amounts, to both users and non-users of the facility.
- D. Use of Lease Debt, Certificates of Participation or Financing Leases:** Before issuing lease revenue debt or financing leases, the City will determine that the proposed facility is both necessary and desirable, and that no other financing method is practical to finance it. The City may use lease revenue debt or financing leases for those projects which are not sufficiently popular to obtain a two-thirds vote for the issuance of general obligation bonds or which must be financed at a time, or in a manner which do not permit the use of general obligation bonds. The City shall only use lease revenue debt or financing leases: if the project to be financed will generate positive net revenues after debt service; or if the project will significantly reduce City operating costs; or if an equal or greater amount of non-City matching funds will be lost if City's lease revenue or financing lease funds are not applied in a timely manner; or if the project to be financed is less than \$1,000,000; or if the project to be financed provides essential City services or would so advance core City policy objectives that its value overrides the value of obtaining voter approval.

#### **IV. "No Commitment" and Conduit Debt**

##### **A. City as Issuer of "No-Commitment Debt" or Conduit Debt**

1. The City may sponsor conduit financings for those activities (i.e., economic development, housing, health facilities, etc.) that have a general public purpose and are consistent with the City's overall service and policy objectives as determined by the City Council and with the City's General Plan. All conduit financings shall insulate the City completely from any credit risk or exposure and must first be approved by the Chief Financial Officer/City Treasurer and the City Manager before being submitted to City Council for authorization and implementation.
2. Each applicant for a conduit financing by the City will be required to provide an indemnity to the City, or its constituent agencies, for all costs, expenses, attorney fees, settlement or judgment costs arising out of the financing or any of the documentation relating to the financing.

##### **B. Significant Public Benefit Test for Conduit Debt**

1. It shall be the City's policy to approve for conduit financing only those projects that demonstrate a "significant public benefit." In general, "significant public benefit" means that the proposed project will enhance the economic, social or cultural quality of life for the residents of the City; or, that the proposed project will stimulate

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employment within the City; and, that such enhancement or employment gain can be measured in a manner which permits the City to evaluate the risks and rewards of acting as the conduit issuer. Significant public benefit will be based on the City's evaluation of the availability of public access to the widest possible number of residents of the City, depending on the context.

2. Acceleration or addition of public infrastructure in excess of that required by law or the City's land use polices could also produce significant public benefit. Such benefits arise either from the installation or completion of public infrastructure assets prior to the time they might otherwise be installed or from the additional assets which might be realized as a result of being able to finance the project more efficiently.
3. Finally, the finding of significant public benefit can arise from the installation or acquisition of a community asset which produces additional employment opportunities or which produces environmental benefits either as a direct or secondary result of its completion. In circumstances where the financed improvements generate regional benefits, the finding of significant public benefit will be easier than in those where the financed facilities serve only a small number of residents. The process for approval of a conduit financing will generally require a two-step process. First, the Chief Financial Officer/City Treasurer and the City Manager will seek City Council direction and will establish the ground rules for evaluating the request. Requests for conduit financing which do not originate within the Financial & Management Services Department shall be forwarded to the Chief Financial Officer/City Treasurer or City Manager for transmittal to the City's Debt Management Team, which is described in Paragraph VI-A-2. Upon an evaluation by the Chief Financial Officer/City Treasurer and the City Manager, the matter will be referred back to the City Council for approval of the financing documents.
4. The City will require a financial pro forma and business plan for any project to be financed with the proceeds of a conduit issue. The City will impose a fee for acting as a conduit issuer of securities as shown in Appendix B hereto. The City will require an initial deposit increase to \$40,000 to reflect current 2023 costs for any entity seeking financing through the City as a conduit, which will be held by the City, and which the City may require additional deposits to, from time to time. The City's fees and costs will be charged against the initial or subsequent deposits, and any excess remaining at the time of issuance of the debt, or the abandonment of the project, whichever is applicable, will be refunded to the applicant.

### C. Credit Quality of Conduit Debt

1. The City will consider conduit financing only for those applicants which are credit-enhanced or expected so as to attain a rating of at least "A" from any one of the three major credit rating agencies. The City may consider a waiver of this requirement in special circumstances and upon the written recommendation of the City's Chief Financial Officer/City Treasurer. In cases where the City elects to waive this requirement, it specifically reserves the right to require the sponsor of such a conduit financing to use a private placement of the securities and to impose a "sophisticated investor" requirement acceptable to the City. In this context the concept of a

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“sophisticated investor” will be the standard imposed by federal securities law for private placements of corporate securities. In addition, the City will seek to limit the resale of the securities in one of the following ways: (1) the investor must agree to hold the securities to their respective maturity dates; or, (2) the investor must agree to secure a rating on the bonds of at least “A” before reselling them; or, (3) the investor must agree to resell the securities only (a) to another sophisticated investor who will also agree to sign a sophisticated investor letter, and (b) obtain the City’s approval for such a resale. Selection of an individual criterion depends on the facts and circumstances of the particular sale, but restrictions 1 and 3 above are most suitable where the credit characteristics of the individual issue are expected to remain static. Issues that are expected to improve over time in credit characteristics are more appropriate for the application of rule number 2.

## V. Creditworthiness Objectives

### A. Credit Ratings

1. The City of Moreno Valley seeks to maintain the highest possible credit ratings for all categories of short- and long-term direct debt that can be achieved without compromising delivery of basic City services and achievement of adopted City policy objectives. The City recognizes that there is a direct correlation between the credit rating it achieves and the cost of borrowing. Therefore, as a general rule, the City will seek to acquire and maintain an investment grade rating on all of its direct debt.
2. The City recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent and consistent with these Policies.

### B. Financial Disclosure, Initial and Continuing

1. The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information. The City is committed to meeting secondary disclosure requirements as set forth in Securities and Exchange Commission Rule 15c2-12, and its amendments, on a timely and comprehensive basis. (See Section VIII– Continuing Disclosure for additional discussion.)
2. Official statements accompanying debt issues, Annual Comprehensive Financial Reports, and continuous disclosure statements will meet (at a minimum), the standards articulated by the Municipal Standards Rulemaking Board (MSRB), the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP). The Financial & Management Services Department is designated as the responsible party for ongoing disclosure to established national information repositories and for maintaining compliance with

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disclosure standards promulgated by state and national regulatory bodies and for compliance with continuing disclosure requirements required by contractual arrangements necessary to comply with Rule 15c2-12.

- C. **Capital Planning:** To enhance creditworthiness and prudent financial management, the City of Moreno Valley is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to systematic capital planning will be demonstrated through adoption of an annual review of the City's capital improvement budget and its ten-year capital improvement plan budget.
- D. **Debt Limits:** The City will keep outstanding debt within the limits prescribed by State statute and at levels consistent with its creditworthiness objectives. In the case of debt serviced from the City's General Fund, the City will observe a guideline of 7% of the amounts budgeted for expenditures and transfers out as the maximum level for General Fund resources committed to the repayment of debt.

## **VI. Debt Standards and Structure**

- A. **Term of Debt:** Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users. The implication of this policy will generally require that debt be issued only for a time period that is consistent with the life span of the project for which the debt was issued.
- B. **Debt Structure**
  - 1. Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, and the nature and type of security provided. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to recapture rapidly its credit capacity for future use. The City shall strive to repay at least 20 percent of the principal amount of its general fund supported debt within five years and at least 40 percent within ten years as these measures are used by the major national credit rating agencies to determine the creditworthiness of the City. In applying the 20% and 40% tests, the debt repayment amounts are non-cumulative, that is, the goal is to have all of the City's general fund debt structured so as to achieve a reduction in principal of 20% at the five year mark and 40% at the ten year mark. Individual issues will be structured so that the new debt is retired using a level debt service.
  - 2. Individual issues may be structured using either serial bonds or term bonds. In the case of issues structured with term bonds, the City will use a sinking fund to retire the term bonds. A sinking fund is the mechanism whereby money is accumulated on a regular basis in a separate account for the purpose of redeeming the term bonds when due. The sinking fund monies are typically applied to redeem bonds on an annual basis in amounts that would result in approximately level debt service requirements.
  - 3. The City will not issue debt that commences principal payment beyond the fiscal year in which the financed asset is completed or is substantially available to the City.

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Capitalized interest may be used in the debt structure, but only to the extent necessary to accommodate the deferral of principal to the point of substantial availability to the City.

**C. Amortization**

1. The City will seek to structure debt with level principal and interest costs over the life of the debt. So-called "back-loading" of debt service will be considered only when natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive, when the benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present, when such structuring is beneficial to the City's overall amortization schedule, or when such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.
2. In the case of an issue structured with term bonds and a sinking fund, the City's policy will be to retire the term bonds in substantially level fashion over each year of the life of the sinking fund unless the factors described above apply.

- D. Variable Rate Debt:** The City may choose to issue securities that pay a rate of interest that varies according to pre-determined formula or results from a periodic remarketing of the securities, consistent with state law and covenants of pre-existing bonds, and depending on market conditions. The City may elect to control its interest rate exposure on variable rate debt through the use of financial products designed to offset such risks, but only upon the expressed approval of the Chief Financial Officer/City Treasurer.
- E. Subordinate Debt:** The City shall issue subordinate lien debt only if it is financially beneficial to the City and is consistent with the City's creditworthiness objectives as set forth in Paragraph IV-A, "Credit Ratings." Generally, subordinated debt is that debt which has a lien position on an asset or revenue stream that is junior in position to another debt issues. Examples could include leases that are junior in payment obligation to senior leases.
- F. Non-Traditional Financial Products:** The City will consider the use of non-traditional financial products on a case by case basis and consistent with state law and financial prudence. Examples of such non-traditional products include: interest rate swaps, interest rate caps and collars, "synthetic" refunding transactions and float contracts. Use of non-traditional financial products will only be undertaken upon written recommendation of the Chief Financial Officer/City Treasurer and concurrence by the City Council.
- G. Tax-Exempt vs. Taxable Bonds:** The City generally seeks to issue debt at the lowest total cost. Generally this objective is achieved through the issuance of tax-exempt debt which can be offered at lower interest rates since investors get the additional benefit of the tax break. The Internal Revenue has established guidelines which must be met for municipal bond issuances to qualify for the tax-exempt status. (For a more detailed discussion of this issue please see IRS Publication 4079 – Tax-Exempt Government Bonds). One of the relationships that can interfere with the City's ability to issue under the tax-exempt status is the area of Management and Service Contracts. When entering into these types of contracts it is recommended that the

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City involve bond counsel to ensure that the language does not impact the ability of the City to issue tax-exempt debt related to the impacted facilities or improvements.

### H. Refunding

1. Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to the City's financial or operating position.
2. In general, advance refundings for economic savings will be undertaken when net present value savings of at least five percent (5%) of the refunded debt can be achieved. Current refundings that produce net present value savings of less than five percent will be considered on a case-by-case basis, provided that the present value savings are at least three percent (3%) of the refunded debt. Refundings with savings of less than three percent (3%), or with negative savings, will not be considered unless there is a compelling public policy objective. The measurement of the 3% or 5% savings may, but is not required, to consider benefits to the City from sources other than the proposed bond transaction, if deemed appropriate by the City's Debt Management Team.

- I. Short-Term Borrowings: Use of short-term borrowing, such as bond anticipation notes (BANs), tax and revenue anticipation notes (TRANs), tax-exempt commercial paper and other similar short-term borrowing vehicles will be undertaken only if the transaction costs plus interest of the debt are less than the cost of internal financing, or available cash is insufficient to meet working capital requirements. The City will not employ the use of such borrowings solely for the purpose of earning arbitrage profits.
- J. Credit Enhancements: Credit enhancement (letters of credit, reserve fund surety, bond insurance, etc.) will be used to the extent that net debt service on the bonds is reduced by more than the costs of the enhancement, measured in present value terms. In order to calculate the economic effectiveness of a credit enhancement, the City will compare the present worth of the debt service required on the proposed transaction on both an enhanced and unenhanced basis to determine the economic benefits of the enhancement offered. Credit enhancement which does not produce economic benefits, in present value terms, will be considered only if acceptance of the enhancement directly furthers other City goals and objectives.

## VII. Debt Administration and Process

### A. All Debt to be Reviewed by City's Debt Management Team

1. No City Department, agency, or sub-unit shall incur long term debt of more than \$100,000 without the approval of the City Council. Indebtedness is generally any obligation of the City to pay money in the future with a stated maturity of longer than nine months. All requests to incur long term debt of more than \$100,000 and with a stated maturity of longer than nine months will be presented by memo from the requesting Department, through the Chief Financial Officer/City Treasurer, to the

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City's Debt Management Team. The memo shall specify the purpose of the borrowing, any options for financing the project without borrowing, and specific sources of payment of debt service. This policy is not intended to be an impediment to the purchase of goods or services, or the contracting for such goods or services by the City in the normal course of business.

2. The Debt Management Team will be comprised "ex officio" of the City Manager, the Chief Financial Officer/City Treasurer and the City Attorney, or their respective designee(s). The City Manager may appoint additional members to the Debt Management Team on an ad hoc basis as individual circumstances warrant. The Debt Management Team is authorized to provide advice to the City Council, the City Manager, the Chief Financial Officer/City Treasurer, and the various Departments of the City in all matters pertaining to the creation of debt. The Chief Financial Officer/City Treasurer has responsibility for the oversight and periodic review of these Policies, and will recommend amendments from time to time to the City Council. All direct and indirect debt of the City and its component units will be presented to the City Council's Finance Committee for deliberation and recommendation prior to submittal to the full City Council.

**B. Investment of Bond Proceeds**

1. All general fund supported and revenue bond proceeds shall be invested as part of the City's consolidated pool, using appropriate trust fund accounting procedures, unless otherwise specified by law or the controlling bond documents and approved in advance by the Chief Financial Officer/City Treasurer. Investments will be consistent with those authorized by existing state law and by the City's investment policy
2. It will also be the City's policy to select investment advisors, if appropriate to the facts and circumstances of an individual borrowing or borrowing program, on a basis similar to that which it uses to engage investment advisors for its investment portfolio. The City will execute the investment directives for bond proceeds through the applicable trustee for such proceeds.

**C. Costs and Fees**

1. All costs and fees related to issuance of bonds will be paid out of bond proceeds. In the case of conduit financings, the City may require prepayment for certain costs and fees from the project applicant(s). Under certain extraordinary circumstances, the City may authorize the expenditure of City funds for the engagement of outside counsel or consultants for the purpose of assisting the City with the feasibility analysis of the contemplated debt. It is intended that any expenditure for such purposes would be in anticipation of, or reliance upon, reimbursement by a project applicant for such expenses.
2. Should the proposed debt issue be abandoned prior to its completion, the City will retain any deposits or prepayments in amounts necessary to insure that its costs, both direct and indirect, are fully recovered.

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**D. Method of Sale**

1. In general, City debt will be issued through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), providing other bidding requirements are satisfied. In such instances where the City in a competitive bidding deems the bids received unsatisfactory, it may, at the election of the Chief Financial Officer/City Treasurer, enter into negotiation for sale of the securities.
2. Negotiated sales of debt will be considered in circumstances when the complexity of the issue requires specialized expertise, when a change of underwriter may result in losses (for example, changing the remarketing agent in mid-program for variable rate debt), when the negotiated sale would result in substantial savings in time or money, or when market conditions or City credit are unusually volatile or uncertain. Only the Chief Financial Officer/City Treasurer shall make such a determination.

- E. Council Action to be Regular Business Item, Not Consent Calendar:** For all debt sales, the City will require that the action taken by the City Council to incur the debt will be taken as a regular business item, and at a regular or special City Council meeting, consistent with state law. Generally, it shall be the City's policy to submit the proposed debt issuance to the City Council in a study session wherever possible prior to submittal to the full City Council as an action item.

**VIII. Underwriters, Consultants and Counsel****A. Underwriters**

1. For all competitive and negotiated sales, underwriters will be required to demonstrate sufficient capitalization and experience related to the debt. The City may engage an underwriter for a negotiated sale of debt through a competitive process administered by the City's Financial & Management Services Department based on the prior recommendation of the City's Debt Management Team. The utilization of the underwriter for a particular bond sale will be at the discretion of the Financial & Management Services Department and pursuant to a written underwriting agreement.
  2. The selection process for underwriters will require that the selected underwriter have comprehensive municipal debt experience, experience with diverse financial structuring requirements and strong distribution capabilities for municipal securities. Upon completion of the underwriter's engagement, the City has the option of making a new arrangement with any existing underwriter.
- B. Payment of Underwriter's Counsel Fees:** City payments for underwriter's counsel in negotiated sales will be authorized by the Financial & Management Services Department on a case by case basis depending on the nature and complexity of the transaction and the needs expressed by the underwriters.
- C. Bond Counsel:** The City will retain external bond counsel for all debt issues and such retainer will be evidenced by a contract with the selected firm(s). All debt issued by the City will

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include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all statutory requirements necessary for issuance, and determining the federal income tax status of such debt. Bond counsel will be selected by the City Attorney based on the prior recommendation of the City's Debt Management Team. The selection process will require comprehensive municipal debt experience and clearly demonstrated skill and capabilities in the municipal bond sector and with the type of financing proposed. Upon expiration of a specific contract, the City has the option of signing a new contract with its existing bond counsel.

**D. Disclosure Counsel:** In certain instances, the City may choose to engage the services of a disclosure counsel for the purposes of assisting in the various aspects of the preparation of an official statement, private placement memorandum or other form of offering, disclosure or continuing disclosure document to be disseminated in connection with the sale of the City's debt or conduit debt. In performing these services, the disclosure counsel is clearly representing the City, as the issuer of the debt, and not the underwriter as well, as is the case where underwriter's counsel prepares such documents. Because disclosure counsel is engaged by the City, the cost of disclosure counsel's services is typically paid from the proceeds of the debt issue, and may be structured as either hourly charges or fixed fees, depending on the circumstances.

**E. Municipal Advisor**

1. The utilization of the municipal advisor for particular bond sales will be at the discretion of the Financial & Management Services Department on a case by case basis and pursuant to a written municipal advisory service contract. While engagement of a municipal advisor on each City debt issue is not required, it is strongly encouraged. In particular, the services of a municipal advisor will be used on all competitive sales of City debt as well as those negotiated issues that present unique structuring, marketing or credit circumstances.
2. The City may engage an external municipal advisor through a competitive process administered by the City's Financial & Management Services Department based on the prior recommendation of the City's Debt Management Team. The selection process for municipal advisors will require that the selected municipal advisor have comprehensive municipal debt experience, experience with diverse financial structuring requirements and strong pricing capabilities for determining the fairness of the prices received by the City for its debt issues. Upon completion of the municipal advisor's engagement, the City has the option of making a new arrangement with any existing municipal advisor.
3. For each engagement the municipal advisor will provide services to the Chief Financial Officer/City Treasurer and such other departments of the City as may be designated by the Chief Financial Officer/City Treasurer pursuant to an agreed upon scope of services to be negotiated with the Chief Financial Officer/City Treasurer.

**F. Fiscal Agents, Paying Agents and Trustees:** The Financial & Management Services Department will utilize a fiscal agent, paying agent or trustee on all City indebtedness, as may be required by the type of debt instrument being used. Fees for such services on outstanding

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bonds will be paid from the resources of the department or program supporting the debt service on the instrument, unless specified otherwise by the Chief Financial Officer/City Treasurer. The City's Financial & Management Services Department will administer the review and journalizing of transactions from monthly statements furnished by the fiscal agent, paying agent or trustee, as the case may be.

- G. Compensation for Services:** Compensation for bond counsel, underwriter's counsel, financial advisors, and other financial service providers will be consistent with industry standards.
- H. Selection Process:** The Chief Financial Officer/City Treasurer shall make all final determinations of selection for underwriters, and municipal advisors based on the recommendation of the City's Debt Management Team. The determination will be made following an independent review of competitive bids or responses to requests for proposals (RFPs) or requests for statements of qualifications (RFQs). The City's Debt Management Team will review the proposals or statements of qualifications. The City's municipal advisors at the direction of the Chief Financial Officer/City Treasurer may also review underwriter proposals.
- I. Other Service Providers:** The Chief Financial Officer/City Treasurer shall have the authority to periodically select other service providers (e.g., escrow agents, verification agents, trustees, arbitrage consultants, assessment engineers, special tax consultants, investment advisors etc.) as necessary to meet legal requirements and minimize net City debt costs. The Chief Financial Officer/City Treasurer may select firm(s) to provide such financial services related to debt without a RFP or RFQ, consistent with City requirements. A firm so selected must receive Chief Financial Officer/City Treasurer approval before undertaking any transaction or providing any service.

**IX. Continuing Disclosure**
**A. Background**

Pursuant to SEC Rule 15c2-12 (the "Rule"), issuers of obligations are required under most circumstances to provide financial and operating information on an annual basis with the Municipal Securities Rulemaking Board (MSRB) using the Electronic Municipal Market Access system (EMMA). The City of Moreno Valley, California (the "City"), the Moreno Valley Public Financing Authority (MVPFA), the Successor Agency to the Moreno Valley Redevelopment Agency and certain community facility districts and assessment districts (collectively, the "Moreno Valley Issuers") have issued or may issue obligations which are covered by the Rule (the "Obligations") and must comply with any required filings in a timely manner. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule. The Moreno Valley Issuers have covenanted or will covenant to comply with the Rule through the execution and delivery of continuing disclosure agreements or certificates (each, a "Continuing Disclosure Undertaking") applicable to each issue of Obligations.

The Rule requires that an underwriter, prior to purchasing or selling an issue of obligations in connection with a covered offering, determine that the issuer, and any other "Obligated Person" (as defined in the Rule) for whom financial or operating data is presented in the

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official statement, has undertaken in writing to provide the following information to the MSRB using EMMA and to the appropriate state information depository (“SID”), if any:

Note: There is no SID currently in the State of California. If the State of California should establish a SID, the Moreno Valley Issuers may also be required to file all required information with the SID depending on the contractual requirements of their previous Continuing Disclosure Undertakings.

1. By a specified date, annual financial and operating information for each Obligated Person for whom financial information or operating data is presented in the official statement (an “Annual Information Filing”).
2. By a specified date, if available, audited annual financial statements for each Obligated Person (“Audited Financial Statements”) and, if not available by the date required, unaudited financial statements followed by with Audited Financial Statements once they are available.
3. In a timely manner within 10 business days of occurrence, notice of the occurrence of one or more of the listed events described in the Rule (a “Rule 15c2-12 Event Notice”).
4. Not less than 30 days before the submission date, the Responsible Party shall prepare a draft submission of required financial and operating information, highlighting any information still unavailable.
5. In a timely manner, notice of a failure of any Obligated Person required to make the Annual Information Filing and/or file the Audited Financial Statements on or before the date(s) specified in the Continuing Disclosure Undertaking (“Notice of Failure”).

#### A. Listed Events

“The Rule” requires filing of a Rule 15c2-12 Event Notice upon the occurrence of certain listed events described in the Continuing Disclosure Undertakings. The Responsible Party shall provide a Rule 15c2-12 Event Notice to the MSRB using EMMA within 10 business days of occurrence of any such listed event. The list is as follows:

1. Principal and interest payment delinquencies
2. Non-payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Adverse tax opinions, IRS notices or material events affecting the tax status of the security
6. Modifications of rights of security holders (**if material**)
7. Bond calls (**if material**)

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8. Defeasances
9. Release, substitution or sale of property securing repayment of the securities (**if material**)
10. Rating changes
11. Tender offers
12. Bankruptcy, insolvency, receivership or similar event of the obligated person
13. Merger, consolidation, or acquisition of the obligated person (**if material**)
14. Appointment of a successor or additional trustee, or the change of name of a trustee (**if material**)
15. **Substitution of credit or liquidity providers, or their failure to perform**
16. Incurrence of financial obligation (if material)
17. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the obligated party, any of which reflect financial difficulties.
18. Other voluntary disclosure as listed in the Rule

**B. Familiarity with EMMA Submission Process**

1. The Responsible Party shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. The MSRB market Information Department can also be contacted at (703) 797-6668. A tutorial is available at the website and a practice submission is available as well.
2. The Responsible Party also shall enroll the Moreno Valley Issuers in EMMA's reminder system to ensure timely performance of their responsibilities and obligations.

**C. California Debt and Investment Advisory Commission (CDIAC)**

1. With the passage of Senate Bill 1029 (Hertzberg) which became effective January 1, 2017, the Responsible Party will prepare and submit an annual report by January 31 of each year for the previously completed fiscal year.
2. CDIAC has developed the Annual Debt Transparency Report (ADTR) and an online reporting portal to assist issuers in meeting this requirement.
3. The ADTR will include the following data elements ( these requirements can be found in section 8855(k) of the California Government Code):
  - a. Debt authorized during the reporting period, which shall include the following:
    - i. Debt authorized at the beginning of the period
    - ii. Debt authorized and issued during the reporting period
    - iii. Debt authorized but not issued at the end of the reporting period
    - iv. Debt authority that has lapsed during the reporting period
  - b. Debt outstanding during the reporting period which will include:
    - i. Principal balance at the beginning of the reporting period

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- ii. Principal paid during the reporting period
  - iii. Principal outstanding at the end of the reporting period
- c. The use of proceeds of issued debt during the reporting period which shall include:
- i. Debt proceeds available at the beginning of the reporting period.
  - ii. Proceeds spent during the reporting period and the purpose for which it was spent.
  - iii. Debt proceeds remaining at the end of the period.
4. Section 6599.1 of the California Government Code requires that all issuers selling Marks-Roos bonds, which is part of the Marks-Roos Local Bond Pooling Act of 1985, after January 1, 1996 are required to report specific information to CDIAC by October 30th of the current year and each year thereafter, until maturity. Section 53359.5(b) of the California Government Code requires all agencies issuing Mello-Roos Community Facilities District bonds, including refunding bonds, after January 1, 1993, to report specific information to CDIAC by October 30th of each year.
5. To facilitate and ensure consistency in reporting, CDIAC has developed the Yearly Fiscal Status Report (YFSR).

**D. Training Efforts**

To ensure adequate resources to comply with the Rule, the Responsible Party shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance.

**E. Coordination Effort**

The Responsible Party shall coordinate the preparation and submission of the required information with the Municipal Advisor, Special Tax Consultant and corporate trustees and paying agents to ensure full compliance with the requirements of the Rule and the Continuing Disclosure Undertakings.

**F. Records Retention**

The Responsible Party shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations of any Moreno Valley Issuer outstanding during each fiscal year.

**G. Investor Communication**

While the City shall post its annual financial report as well as other financial reports on the City's website, this information is intended for the citizens of the City of Moreno Valley. Information with the intention of reaching the investing public, including bondholders, rating

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analysts, investment advisors, or any other member of the investment community will be filed on the EMMA system. Information similar to that posted on EMMA will be included on the City's website under the Investor Relations tab.

**H. Responsible Party; Maintenance of List and Files**

The Responsible Party for the Moreno Valley Issuers shall be the Chief Financial Officer/City Treasurer for the City and any alternate or assistant as the Chief Financial Officer/City Treasurer shall appoint. The Responsible Party shall maintain a current list for each fiscal year identifying each issue of Obligations of any Moreno Valley Issuer outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue, the dates by which the Annual Information Filings and the Audited Financial Statements are required to be submitted to the MSRB using EMMA and the current contact information for the dissemination agent (if any) with respect to such Continuing Disclosure Undertaking, such list to be accompanied by copies of the related Continuing Disclosure Undertakings.

**I. Annual Information Filing Requirements**

The Responsible Party shall be knowledgeable and familiar with the provisions of each Continuing Disclosure Undertaking as to the type, format and content of the financial and operating information to be included in each Annual Information Filing to be made thereunder and the timing requirements for the filing thereof. The submission dates for the Continuing Disclosure Undertakings vary and in some cases require the filing of annual reports as early as the last day of December in each year following (or, in some cases, within 180 days following) the close of the Moreno Valley Issuers' fiscal year which is currently June 30.

**J. Audited Financial Statements**

Audited Annual Financial Statements of the Moreno Valley Issuers are also required to be filed no later than the submission dates established under each Continuing Disclosure Undertaking. The Responsible Party shall be knowledgeable and familiar with the specific timing requirements for the filing of Audited Financial Statements and, if not available by the date(s) required, the provisions regarding the filing of unaudited financial statements under the terms of each Continuing Disclosure Undertaking.

**K. Notices of Failures to File**

The Responsible Party shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to make Annual Information Filings and/or to file Audited Financial Statements by the date(s) required under the terms of each Continuing Disclosure Undertaking.

**L. Preparation**

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**DEBT MANAGEMENT POLICY**


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Approximately 90 days before the submission date for required filings established under each Continuing Disclosure Undertaking, the Responsible Party shall initiate the process of preparing the financial and operating information required to be submitted thereunder. The Responsible Party shall assemble the information available at that time and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

1. Not less than 30 days before the submission date, the Responsible Party shall prepare a draft submission of required financial and operating information, highlighting any information still unavailable.
2. On or before the submission date established under each Continuing Disclosure Undertaking, the Responsible Party shall make the Annual Information Filing together with the Audited Financial Statements. If the Audited Financial Statements are not then available, unaudited financial information shall be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.
3. The Responsible Party shall set calendar reminders in the City Finance Department's recordkeeping systems.

## II. Other Policies

- A. **Arbitrage Compliance:** The Financial & Management Services Department shall maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the Federal Tax Code.
- B. **Unsolicited Financing Proposals:** Any unsolicited financing proposal to a City department, agency, or employee involving pledge or other extension of the City's credit through sale of securities, execution of loans or leases, marketing guarantees, or otherwise involving directly or indirectly the lending or pledging of the City's credit, shall be referred to the Financial & Management Services Department for review by the City's Debt Management Team prior to submittal to the City Council for approval.
- C. **Internal Borrowings**
  1. Provided that sufficient resources are available, liquidity will not be impaired, and a defined source of repayment is available, the City will generally favor internal borrowings over external borrowings for short-term liquidity purposes. The Financial & Management Services Department may undertake inter-fund borrowings and such borrowings will be evidenced by a written memorandum or agreement specifying the tenor and terms of the borrowing, including repayment terms, interest rates and calculations and procedures for amendment and must have the approval of the City Council, except for fiscal year end accounting entries that create temporary loans for financial statement presentation purposes. Any internal borrowing must be first coordinated with the responsible managing department. For example, the internal borrowings affecting the City's successor agency or Community Development Block Grant funds should be coordinated with the Community and Economic Development Department. All such inter-fund borrowings will be

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reflected in the City’s accounting records as “due to” and “due from” items respecting the funds and accounts borrowed from and loaned to, respectively.

- 2. Inter-fund borrowing will typically bear interest at the rate being borne by the Local Agency Investment Fund (“LAIF”) administered by the California State Treasurer’s Office, unless specifically recommended otherwise by the Chief Financial Officer/City Treasurer.

Attachment: Debt Management Policy - 6.20.23 (6302 : ANNUAL REVIEW OF THE DEBT MANAGEMENT POLICY)

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**D. Issuance Tax Compliance**

1. The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds or obligations (whether in the form of bonds, certificates of participation, installment sale contracts, leases or other financing structures) and other tax-advantaged bonds or obligations, if any (e.g. “build America bonds” or direct pay subsidy bonds) (collectively, the “Bonds”) issued for the benefit of the City of Moreno Valley (the “City”) so as to ensure that the City complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or special tax status of the Bonds.
2. General
  - a. Ultimate responsibility for all matters relating to City financings and re-financings rests with the City’s Chief Financial Officer/City Treasurer (the “Responsible Officer”) or such other person or persons as the Responsible Officer shall designate.
3. Tax Compliance Requirements
  - a. External Advisors / Documentation
    - i. The Responsible Officer and other appropriate City personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in a City resolution(s), Tax Certificate(s) and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate and yield restriction requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.
    - ii. The Responsible Officer and other appropriate City personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements, in fact, are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use or management of Bond-financed assets.
    - iii. Whenever necessary or appropriate, the City shall engage expert advisors (such as a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate which may be payable in respect of the investment of Bond proceeds.

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**DEBT MANAGEMENT POLICY**


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**b. Role of the City**

- i. Unless otherwise provided by City resolutions, unexpended Bond proceeds shall be held by the City, and the investment of Bond proceeds shall be managed by the Responsible Officer. The Responsible Officer shall maintain records and shall prepare regular, periodic statements to the City regarding the investments and transactions involving Bond proceeds.
- ii. If a City resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

**c. Arbitrage Rebate and Yield**

- i. Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:
  - a.) the City shall engage the services of a Rebate Service Provider, and the City or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
  - b.) upon request, the Responsible Officer and other appropriate City personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
  - c.) the Responsible Officer and other appropriate City personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and
  - d.) during the construction period of each capital project financed in whole or in part by Bonds, the Responsible Officer and other appropriate City personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

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**DEBT MANAGEMENT POLICY**


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- e.) The City shall retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements”.

**d. Use of Bond Proceeds**

- i. The Responsible Officer and other appropriate City personnel shall:
- a.) monitor the use of Bond proceeds and the use of Bond-financed assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
  - b.) maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
  - c.) consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
  - d.) maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates; and
  - e.) meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed assets and to ensure that those uses are consistent with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates.
  - f.) All relevant records and contracts shall be maintained as described below.

1. Record Keeping Requirements

- a. Unless otherwise specified in applicable City resolutions or Tax Certificates, the City shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:
- b. a copy of the Bond closing transcript(s) and other relevant documentation delivered to

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- the City at or in connection with closing of the issue of Bonds;
- c. a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
  - d. a copy of all contracts and arrangements involving private business use of Bond-financed assets; and
  - e. copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.
- e. **Identification and Correction of Violations:** In the event that the use of bond proceeds or bond-financed assets, or the payments derived from such assets, are different than those expected at the time bonds are issued, the City should contact Bond Counsel in a timely manner to ensure that there is no adverse effect on the tax status of the bonds. Under existing Treasury Regulations, various “self-help” remedies are available to the City in the event of certain violations of the limits of use of bond proceeds, the investment of bond proceeds, and the use of the bond-financed assets. For example, a change in the use of the bond-financed assets after the issuance of the bonds that results in excessive private business use may be corrected through a 'remedial action' that is described in the Treasury Regulation Section 1.141-12. Such remedial actions include a defeasance of the portion of the bonds affected by the excessive private business use or using the disposition proceeds from the sale of the bond-financed assets for another qualified purpose. In the event that the self-help remedial actions in Treasury Regulation Section 1.141-12 are not available to the City, violations occurring through City action (or inaction) that potentially adversely affect the status of the bonds may be corrected through the Voluntary Closing Agreement Program as further described in IRS Notice 2008-31 and in Sections 7.2.3 of the Internal Revenue Manual.

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**APPENDIX A: GLOSSARY**


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**AD VALOREM TAX**

A tax calculated "according to the value" of property. Such a tax is based on the assessed valuation of real property and, in certain cases, on a valuation of tangible personal property. In most jurisdictions, the tax is a lien on the property enforceable by seizure and sale of the property. General restrictions, such as overall restrictions on rates, or the percent of charge allowed, sometimes apply. As a result, *ad valorem* taxes often function as the balancing element in local budgets.

**ADVANCE REFUNDING**

A procedure whereby outstanding bonds are refinanced by the proceeds of a new bond issue more than 90 days prior to the date on which outstanding bonds become due or are callable. Generally, either the entire outstanding issue is refunded (full refunding) or only the callable bonds are refunded (partial refunding). Typically an advance refunding is performed to take advantage of interest rates that are significantly lower than those associated with the original bond issue. At time, however, an advance refunding is performed to remove restrictive language or debt service reserve requirements required by the original issue. (See also "CURRENT REFUNDING")

**AMORTIZATION**

The planned reduction of a debt obligation according to a stated maturity or redemption schedule.

**ARBITRAGE**

The gain that may be obtained by borrowing funds at a lower (often tax- exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Tax Reform Act of 1986, as amended.

**ASSESSED VALUATION**

The appraised worth of property as set by a taxing authority through assessments for purposes of *ad valorem* taxation. The method of establishing assessed valuation varies from state to state, with the method generally specified by state law. For example, in certain jurisdictions the assessed evaluation is equal to the full or market value of the property; in other jurisdictions the assessed valuation is equal to a percentage of the full market value.

**ASSESSMENT BONDS**

Bonds issued to develop facilities and basic infrastructure for the benefit of specific properties within the assessment district which directly benefit from the facilities. The key consideration here is the "direct and special benefit" to be received by the property subject to the assessment. Voter approval is not required. Instead, a majority vote of the property owners with a majority of assessments is needed to authorize the issue. The issuer's recourse for nonpayment is foreclosure. This type of bond is normally not rated. The bonds may be issued under the provisions of the various assessment bond acts of the State, whichever is most appropriate. (See also "Special Tax Bond" for a description of bonds issued pursuant to the Mello-Roos Act.)

**BALLOON MATURITY**

A maturity within a serial issue of securities which contains a disproportionately large percentage of the principal amount of the original issue. A balloon maturity is generally distinguished from a term bond by the fact that a term bond generally has the benefit of a sinking fund to smooth out the amount of principal paid from any single year's operations. A balloon maturity increases the likelihood that the jurisdiction will need to refinance the securities for an extended period of time upon their initial maturity.

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**BASIS POINT**

One one-hundredth of one percent (0.0001).

**BOND**

A security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

**BOND ANTICIPATION NOTES**

Notes issued to provide temporary financing, to be repaid from the proceeds of a subsequent long-term financing.

**BOND COUNSEL**

An attorney (or firm of attorneys) retained by the issuer to give a legal opinion concerning the validity of the securities. The bond counsel's opinion usually addresses the subject of tax exemption. Bond counsel may prepare, or review and advise the issuer regarding authorizing resolutions or ordinances, trust indentures, official statements, validation proceedings and litigation.

**BOND INSURANCE**

Bond insurance is a type of credit enhancement whereby a monoline insurance company indemnifies an investor against default by the issuer. In the event of a failure by the issuer to pay principal and interest in full and on time, investors may call upon the insurance company to do so. Once assigned, the municipal bond insurance policy generally is irrevocable. The insurance company receives an up-front fee, or premium, when the policy is issued.

**BOOK-ENTRY-ONLY**

Bonds that are issued in fully registered form but without certificates of ownership. The ownership interest of each actual purchaser is recorded on computer.

**CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION (CDIAC)**

The CDIAC website provides information, education, and technical assistance on debt issuance and public fund investments to local public agencies and other public finance professionals. CDIAC was created to serve as the state's clearinghouse for public debt issuance information and to assist state and local agencies with the monitoring, issuance, and management of public debt. CDIAC is the website the Annual Debt Transparency Report (ADTR) must be submitted to.

**CALL OPTION**

The right to redeem a bond prior to its stated maturity, either on a given date or continuously. The call option is also referred to as the optional redemption provision. Often a "call premium" is added to the call option as compensation to the holders of the earliest bonds called. Generally, the earliest callable bonds called carry a 102% premium, the next earliest, a 101 % premium, and the balance of the bonds are called at par value.

**CAPITAL APPRECIATION BOND**

A bond without current interest coupons that is sold at a substantial discount from par. Investors are provided with a return based upon the accretion of value in the bond through maturity. (see zero coupon bond)

**CAPITAL LEASE**

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The acquisition of a capital asset over time rather than merely paying a rental fee for temporary use. A lease-purchase agreement, in which provision is made for transfer of ownership of the property for a nominal price at the scheduled termination of the lease, is referred to as a capital lease.

### **CERTIFICATES OF PARTICIPATION**

A lease agreement with another party (a lessor, such as a joint powers authority) to lease an asset over a defined period of time at a prearranged annual payment. Voter approval is generally not required. Lease payments are made primarily from general fund revenues. Current law requires the lessee to make lease payments only if the City has beneficial use of the facility to be leased. The legislative body has to appropriate annual debt service payments. For the security of the bondholders, a reserve fund is normally established and held by a trustee until all bonds are paid. Interest during project construction must be capitalized. An "asset transfer" structure, whereby an existing facility is used as security to finance construction or acquisition of another project, may be used for flexibility. Sometimes this structure is styled as a "lease revenue bond," which is functionally the same as Certificates of Participation.

### **COMMERCIAL PAPER (TAX-EXEMPT)**

By convention, short-term, unsecured promissory notes issued in either registered or bearer form with a stated maturity of 270 days or less.

### **COMPETITIVE SALE**

Sales of securities in which the securities are awarded to the bidder who offers to purchase the issue at the best price or lowest cost.

### **CONDUIT FINANCING**

The issuance of securities by a governmental entity to finance a project that will primarily benefit a third party, typically a private corporation. The security for this type of financing is usually the credit of the private entity, rather than the governmental unit. Usually such securities do not constitute general obligations of the issuer since the private entity is liable for generating the pledged revenues for repayment. Industrial development bonds are a common type of conduit financing.

### **CONTINUING DISCLOSURE**

The requirement by the Securities and Exchange Commission for most issuers of municipal debt to provide current financial information to the informational repositories for access by the general marketplace. Generally, SEC Rule 15c2-12 requires issuers of municipal securities and certain other "obligated persons" to make contractual promises to provide continuing information to the marketplace during the life of securities issues. Under the rule, an underwriter is not permitted to purchase or sell municipal securities in connection with a primary offering of \$1.0 million or more unless it has entered into such a contractual arrangement with the issuer of the securities for the benefit of the holders of the securities.

In conduit issues, the obligation to maintain continuing disclosure efforts should be imposed on the project sponsors.

### **COUPON RATE**

The interest rate on specific maturities of a bond issue. While the term "coupon" derives from the days when virtually all municipal bonds were in bearer form with coupons attached, the term is still frequently used to refer to the interest rate on different maturities of bonds in registered form.

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**DEBT MANAGEMENT POLICY**


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**CURRENT REFUNDING**

A procedure whereby outstanding bonds are refinanced by the proceeds of a new bond issue within 90 days of the date on which outstanding bonds become due or are callable. Generally, either the entire outstanding issue is refunded (full refunding) or only the callable bonds are refunded (partial refunding). Typically a current refunding is performed to take advantage of interest rates that are significantly lower than those associated with the original bond issue. At times, however, a current refunding is performed to remove restrictive language or debt service reserve requirements required by the original issue. (See also “ADVANCE REFUNDING”)

**CUSIP NUMBER**

The term CUSIP is an acronym for the Committee on Uniform Securities Identification Procedures. An identification number is assigned to each maturity of an issue, and is usually printed on the face of each individual certificate of the issue. The CUSIP numbers are intended to help facilitate the identification and clearance of municipal securities. As the municipal market has evolved, and new derivative products are devised, the importance of the CUSIP system for identification purposes has increased.

**DEBT BURDEN**

The ratio of outstanding tax-supported debt to the market value of property within a jurisdiction. The overall debt burden includes a jurisdiction's proportionate share of overlapping debt as well as the municipality's direct net debt.

**DEBT LIMITATION**

The maximum amount of debt that is legally permitted by a jurisdiction's charter, constitution, or statutory requirements.

**DEBT SERVICE**

The amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

**DEBT SERVICE RESERVE FUND**

The fund into which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements. The debt service reserve fund may be entirely funded with bond proceeds, or it may only be partly funded at the time of the issuance and allowed to reach its full funding requirement over time, due to the accumulation of pledged revenues. If the debt service reserve fund is used in whole or part to pay debt service, the issuer usually is required to replenish the funds from the first available funds or revenues. A typical reserve requirement might be the maximum aggregate annual debt service for any year remaining until the bonds reach maturity. The size of the reserve fund, and the manner in which it is invested, may be subject to arbitrage regulations.

**DEBT SERVICE RESERVE FUND SURETY**

A form of insurance provided by a bond insurer to satisfy a reserve fund requirement for a bond issuance. Under this arrangement, instead of depositing cash in a reserve fund the City would buy a surety policy by paying a one time premium equal to a percentage of the fair value of policy.

**DEFAULT**

The failure to pay principal or interest in full or on time. An actual default should be distinguished from technical default. The latter refers to a failure by an issuer to abide by certain covenants but does not necessarily result in a failure to pay principal or interest when due.



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## DEBT MANAGEMENT POLICY

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**DEFEASANCE**

Providing for payment of principal of premium, if any, and interest on debt through the first call date or scheduled principal maturity in accordance with the terms and requirements of the instrument pursuant to which the debt was issued. A legal defeasance usually involves establishing an irrevocable escrow funded with only cash and US. government obligations.

**DEPOSITORY TRUST COMPANY (DTC)**

A limited purpose trust company organized under the New York Banking Law. DTC facilitates the settlement of transactions in municipal securities.

**DERIVATIVES**

Financial products whose value is derived from the value of an underlying asset, reference rate, or index. Typically these agreements are contracts between a lender/investor and a borrower and include interest rate swaps, caps, floors, collars, and forward purchase agreements.

**DISCOUNT**

The difference between a bond's par value and the price for which it is sold when the latter is less than par.

**ELECTRONIC MUNICIPAL MARKET ACCESS SYSTEM (EMMA)**

Managed by the MSRB the EMMA website was established to increase the transparency of the municipal securities market by providing free public access to municipal securities disclosures and data. EMMA provides investors, state and local governments and other market participants with key information and tools to put that information into context. EMMA is the location where all municipal issuers are to post or publish continuing disclosure information.

**ENTERPRISE ACTIVITY**

A revenue-generating project or business. The project often provides funds necessary to pay debt service on securities issued to finance the facility. The debts of such projects are self-liquidating when the projects earn sufficient monies to cover all debt service and other requirements imposed under the bond contract. Common examples include water and sewer treatment facilities and utility facilities.

**MUNICIPAL ADVISOR**

A consultant who advises an issuer on matters pertinent to a debt issue, such as structure, sizing, timing, marketing, pricing, terms, and bond ratings. A municipal advisor has a fiduciary duty to protect the financial interest of the City.

**FITCH INVESTORS SERVICE**

A financial services company, founded in 1913, which provides investors with an independent assessment of the credit worthiness of debt obligations.

**FINAL OFFICIAL STATEMENT (FOS)**

A document published by the issuer that generally discloses material information on a new issue of municipal securities including the purposes of the issue, how the securities will be repaid, and the financial, economic and social characteristics of the issuing government. Investors may use this information to evaluate the credit quality of the securities. (See also Official Statement)

**FLOW OF FUNDS**

The order in which pledged revenues must be disbursed, as set forth in the trust indenture or bond resolution. In most instances, the pledged revenues are deposited into a general collection account or revenue fund as they

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## DEBT MANAGEMENT POLICY

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are received and subsequently transferred into the other accounts established by the bond resolution or trust indenture. The other accounts provide for payment of the costs of debt service, debt service reserve deposits, operation and maintenance costs, renewal and replacement, and other requirements.

### GENERAL OBLIGATION BONDS

Bonds backed by the full faith and credit of the City. The taxing power is an unlimited *ad valorem* tax, usually on real estate and personal property. A special rate is incorporated in the property tax bill annually to pay for debt service. A two-thirds voter approval is required for authorization. Because it is secured by an unlimited tax levy, this structure has strong marketability and lower interest costs.

### GENERAL OBLIGATION DEBT

Debt that is secured by a pledge of the *ad valorem* taxing power of the issuer. Also known as a full faith and credit obligation.

### INDENTURE

A contract between the issuer and a trustee stipulating the characteristics of the financial instrument, the issuer's obligation to pay debt service, and the remedies available to the trustee in the event of a default.

### INVESTMENT GRADE

The broad designation given bonds which have a high probability of being paid, and minor, if any, speculative features. Bonds rated "BBB" or higher by Standard & Poor's Corporation, "Baa" or higher by Moody's Investor's Service, and "BBB" or higher by Fitch IBCA Rating Service are deemed by those agencies to be "investment grade."

### ISSUANCE COSTS

The costs incurred by the bond issuer during the planning and sale of securities. These costs include but are not limited to municipal advisory, disclosure counsel and bond counsel fees, printing and advertising costs, rating agency fees, and other expenses incurred in the marketing of an issue.

### ISSUER COUNSEL

An attorney engaged by the issuer to represent its best interest in a debt transaction. Often this role is performed by bond counsel, however, at times separate counsel is engaged that does not have responsibility to issue the bond opinion as well as represent the issuer's best interests.

### JUNIOR LIEN BONDS

Bonds that have a subordinate claim against pledged revenues.

### LEASE

An obligation wherein a lessee agrees to make payments to a lessor in exchange for the use of certain property. The term may refer to a capital lease or to an operating lease.

### LEASE REVENUE BONDS

Bonds that are secured by an obligation of one party to make annual lease payments to another for use and occupancy of an asset.

### LESSEE

The party to a lease agreement that obtains use of a facility or piece of equipment on exchange for rental payments.

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**DEBT MANAGEMENT POLICY**


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**LESSOR**

The owner of the property being leased.

**LETTER OF CREDIT**

Bank credit facility whereby a bank will honor the payment of an issuer's debt, in the event that an issuer is unable to do so, thereby providing an additional source of security for bondholders for a predetermined period of time. A letter of credit often is referred to as an L/C or an LOC. Letter of Credit can be issued on a "stand-by" or "direct pay" basis.

**LINE OF CREDIT**

Bank credit facility wherein the bank agrees to lend up to a maximum amount of funds at some date in the future in return for a commitment fee.

**MANAGER**

The member (or members) of an underwriting syndicate -charged with the primary responsibility for conducting the affairs of the syndicate. The managers take the largest underwriting commitment.

**UNDERWRITER**

The underwriter serving as head of the syndicate. The lead Manager generally handles negotiations in a negotiated underwriting of a new issue of municipal securities or directs the process by which a bid is determined for a competitive underwriting. The lead Manager also is charged with allocating securities among the members of the syndicate in accordance with the terms of the syndicate agreement or agreement among underwriters.

**UNDERWRITING GROUP**

Any member of the management group.

**MASTER LEASE AGREEMENTS**

A lease agreement with a provider to lease equipment or facilities whose useful life is too short, or whose cost is too small to finance with conventional long-term debt. Various pieces and types of real and personal property from different vendors over a period of time can be acquired under one master lease agreement. Interest can be fixed or tied to an index. Financing costs are normally minimal, but the interest cost may be higher than with other instruments.

**MARKS-ROOS BONDS**

Bonds issued by a joint powers authority to buy other bond issues. By pooling bond issues, marketability can be improved and administration costs are reduced. Often used in the case of a negotiated sale of successor agency debt in order to avoid the competitive sale requirements for such debt.

**MOODY'S INVESTORS SERVICE, INC.**

A financial service company, a subsidiary of Dun & Bradstreet Corp. has provided ratings for municipal securities and other financial information to investors since 1918.

**MUNICIPAL SECURITIES RULEMAKING BOARD (MSRB)**

A self-regulating organization established on September 5, 1975 whose mission is to protect investors, state and local governments and other municipal entities, and the public interest by promoting a fair and efficient municipal securities market. The MSRB fulfills this mission by regulating the municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities. To further protect market participants, the MSRB provides market transparency through its the EMMA website.

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**DEBT MANAGEMENT POLICY**


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**NEGOTIATED SALE**

A sale of securities in which the terms of sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive bidding

**NET INTEREST COST (NIC)**

The average interest cost of a bond issue calculated on the basis of simple interest. This calculation involves a fraction in which the numerator is the gross amount of interest to be paid over the bonds' life (adjusted for the amount of discount or premium granted at the time of sale), and the denominator is the average life of the bond issue multiplied by the issue's par value.

**NOTE**

A written promise to pay a certain amount of money on a specific date, with interest. By convention, the maturity of a note is one year or less, making it short-term debt. However, financial instruments with a longer stated maturity sometimes are called Notes. For example, a bond anticipation note can have maturities of two years or longer.

**OFFICIAL STATEMENT (OS)**

A document published by the issuer that generally discloses material information on a new issue of municipal securities including the purposes of the issue, how the securities will be repaid, and the financial, economic and social characteristics of the issuing government. Investors may use this information to evaluate the credit quality of the securities. (See also Final Official Statement)

**OPERATING LEASE**

A lease that enables the lessee to acquire the use of an asset only, not its ownership as in a capital lease. The lease term typically runs for only a portion of the asset's useful life.

**ORIGINAL ISSUE DISCOUNT BONDS**

Bonds which are sold at a substantial discount from their par value at the time of the original sale.

**OVERLAPPING DEBT**

The legal jurisdictions of local governments often overlap one another. In some cases, one unit of government is located entirely within the boundaries of another. Overlapping debt represents the proportionate share of debt that must be borne by one unit of government because another government with overlapping or underlying taxing authority issued its own bonds.

**PAR VALUE**

The face value or principal amount of a security.

**PAYING AGENT**

An agent of the issuer with responsibility for timely payment of principal and interest to bond holders.

**PRELIMINARY OFFICIAL STATEMENT (POS)**

The POS is a preliminary version of the official statement that is used by an issuer or underwriters to describe the proposed issue of municipal securities prior to the determination of the interest rate(s) and offering price(s). The preliminary official statement, also called a "red herring," often is examined upon by potential purchasers prior to making an investment decision.

**PREMIUM**

The excess of the price at which a bond is sold over its face value.

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**PRESENT VALUE**

The value of a future amount or stream of revenues or expenditures in current dollars.

**PRIVATE ACTIVITY BONDS**

A bond where the use of bond proceeds is used for private purposes. If deemed a private activity bond, the interest is not tax exempt unless the use of the proceeds meets certain requirements of the Internal Revenue Code.

**PUT OPTION**

The right to demand repayment of principal prior to a bond's maturity. In the case of short-term variable rate debt, this right often is referred to as a variable-rate demand option.

**REFUNDING**

A procedure whereby an issuer refinances an outstanding bond issue by issuing new bonds.

**REGISTERED BOND**

A security on which the ownership is recorded by the issuer or its agent.

**RESERVE FUND**

A fund established by the indenture of a bond issue into which money is deposited for payment of debt service in case of a shortfall in current revenues.

**REVENUE BONDS**

Bonds secured by revenues generated by the facility that is financed or by dedicated user fees. Voter approval may or may not be required. Planning is more complex because costs and revenues affect each other. Credit enhancement (e.g., insurance, or letter of credit) may be needed because of the limited source of debt service payment.

**SECONDARY MARKET**

The market in which bonds are sold after their initial sale in the new issue market.

**SENIOR LIEN BONDS**

Bonds having a prior, or first claim on pledged revenues.

**SERIAL BONDS**

A bond issue in which the principal is repaid in periodic installments over the issue's life.

**SOPHISTICATED INVESTOR**

A purchaser of bonds, who is considered knowledgeable about the pricing and risk factors associated with the repayment of bonds. This type of investor usually purchases bonds in large dollar amounts, typically \$100,000 or more.

**SPECIAL ASSESSMENTS**

A charge imposed against property or parcel of land that receives a special benefit by virtue of some public improvement that is not, or cannot be enjoyed by the public at large. Special assessment debt issues are those that finance such improvements and are repaid by the assessments charged to the benefiting property owners.

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**DEBT MANAGEMENT POLICY**


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**STANDARD & POOR'S CORPORATION (S&P)**

A financial service company, a subsidiary of S&P Global, Inc. -Company. S&P provides ratings for municipal securities and other financial information to investors.

**TAX ALLOCATION BONDS**

Bonds secured by property tax increment (property taxes generated on assessed value in excess of the frozen property tax base) in a redevelopment project area. These bonds are issued to promote economic development. Voter approval is not required.

**TAX INCREMENT**

Property tax revenues derived from the incremental assessed value increases from the redevelopment project area's frozen tax base.

**TERM BONDS**

A bond issue in which the entire principal matures on one date. Term bonds also refer to a particularly large maturity of a bond issue that is created by aggregating a series of maturities. In the latter instance, provision is made for mandatory structuring fund installments in advance of the term bond's maturity to reduce the burden of a particular large debt service payment in any one fiscal year.

**TRUE INTEREST COST (TIC)**

An expression of the average interest cost in present value terms. The true interest cost is a more accurate measurement of the bond issue's effective interest cost and should be used to ascertain the best bid in a competitive sale.

**UNDERWRITER'S COUNSEL**

An attorney engaged by the underwriter(s) to represent its interests in a debt transaction. Generally underwriter's counsel prepares the bond purchase agreement between the issuer and the underwriter and, when more than one underwriter is involved, the agreement among underwriters.

**VARIABLE RATE BOND**

A bond on which the interest rate is reset periodically, usually no less often than semi-annually. The interest rate is reset either by means of an auction or through an index.

**VENDOR LEASES**

A vendor of equipment acts as the lessor and investor, and holds the lease for its full term or may assign the lease. The motivating factor to the vendor is usually to encourage future sales of its product.

**YIELD CURVE**

A graph that plots the market yields on securities with different maturities, at a given point in time. The vertical axis represents the yields, while the horizontal axis depicts the time to maturity. The term structure of interest rates, as reflected by the yield curve, will vary according to market conditions, resulting in a wide variety of yield curve configurations.

**YIELD-TO-MATURITY**

The rate of return that an investor will receive if the bond remains outstanding and the investor holds the bond to maturity. The investor must take into account the price paid for the bonds, the dates of purchase and maturity, and the coupon rate on the bonds. The "yield to maturity" assumes that interest payments will be re-invested at the same coupon rate borne by the bond.

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**DEBT MANAGEMENT POLICY**

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**ZERO COUPON**

A bond which does not pay interest periodically. Investors receive interest on the scheduled principal maturity date of the obligation.

**DEBT MANAGEMENT POLICY**

**APPENDIX B: FORM OF FINANCING ASSISTANCE APPLICATION FOR CONDUIT DEBT**

**I. PROPOSED OWNER OF THE PROJECT**

A. Official Company Name: \_\_\_\_\_

DBAs (if applicable): \_\_\_\_\_

Official Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Headquarters and address of primary operating location in

California: \_\_\_\_\_

\_\_\_\_\_

B. Form of Ownership: Corporation \_\_\_\_\_

Partnership: \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Other (describe) \_\_\_\_\_

Is the proposed owner a subsidiary or affiliated directly or indirectly with any other organization? \_\_\_\_  
If so, indicate relationship and name of related organization:

\_\_\_\_\_

If corporation, indicate state of incorporation: \_\_\_\_\_ and date qualified to do  
business in California (if incorporated elsewhere): \_\_\_\_\_

C. <u>Officers</u>	<u>Names &amp; Home Address</u>	<u>Other Business Affiliations</u>
President	_____	_____
	_____	_____
Vice President (Finance)	_____	_____
	_____	_____

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**DEBT MANAGEMENT POLICY**

Secretary \_\_\_\_\_

Directors \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. List name and home address of equity owners of 10% or more. If publicly held, indicate stock exchange traded on. If partnership, list General and Limited Partners and interest owned by each. If trust, list beneficiaries.

<u>Name</u>	<u>Home Address</u>	<u>% of Equity Interest Owned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

E. Name, business address, and phone number of officer to whom all notices and communications concerning the project should be sent:

\_\_\_\_\_

\_\_\_\_\_

F. Principal Bank(s) of Account with name and phone number of contact person:

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Attachment: Debt Management Policy - 6.20.23 (6302 : ANNUAL REVIEW OF THE DEBT MANAGEMENT POLICY)

**DEBT MANAGEMENT POLICY**

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Telephone: \_\_\_\_\_

G. Counsel to Applicant:

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

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

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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

H. Bond Counsel on proposed project:

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

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

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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

I. Investment Banker for proposed project:

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

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

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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

J. Company History

List past tax-exempt financing transactions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have any of these projects ever been in default? \_\_\_\_\_Yes \_\_\_\_\_No

If yes, please provide particulars:

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**DEBT MANAGEMENT POLICY**

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K. Is the firm or any of its principals currently or in the past 10 years been engaged in any litigation involving financing of the type and nature of that being proposed to the City. \_\_\_\_Yes \_\_\_\_No.

If yes, please provide the names of the principals and details of the litigation. Use additional pages if necessary.

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**II. PROPOSED PROJECT**

- A. Give brief narrative explanation why project is being undertaken.
- B. Narrative Description, including renderings if available of proposed project.
- C. Proposed facilities to be constructed with bond proceeds (describe).
- D. Does applicant now own the site of the proposed facility?\_\_\_\_\_ If not, has applicant entered into an option or commitment or other agreement to purchase it?
- E. Estimated useful life of buildings, equipment, or off-site improvements.
- F. Does the proposed project involve, in whole or in part, any of the following: residential real property; sports facilities; commercial property; health care facilities; manufacturing facilities; entertainment facilities; or industrial land development activities? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain.

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G. Estimated date on which facilities will:

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Attachment: Debt Management Policy - 6.20.23 (6302 : ANNUAL REVIEW OF THE DEBT MANAGEMENT POLICY)

**DEBT MANAGEMENT POLICY**

Start construction: \_\_\_\_\_

Complete construction: \_\_\_\_\_

**III. COST OF THE PROJECT**

State the costs reasonably necessary to the acquisition or construction of the proposed project together with any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or apportionment facilities;

- A. Land and Facilities \$ \_\_\_\_\_
  - B. Architectural and Engineering \$ \_\_\_\_\_
  - C. Construction Costs: \$ \_\_\_\_\_
  - D. Interest during construction: \$ \_\_\_\_\_
  - E. Financing, legal, miscellaneous  
(from \_\_\_\_\_ to \_\_\_\_\_)  
(please specify) \$ \_\_\_\_\_
  - F. Contingency (if appropriate) \$ \_\_\_\_\_
- TOTAL \$ \_\_\_\_\_

**IV. SIGNIFICANT PUBLIC BENEFITS**

Please furnish a description of the significant public benefits that will arise from the issuance of bonds in the maximum amount proposed in the application.

- A. Employment creation/displacement – will the completion of the project contribute to job creation? Explain.
- B. Energy, mineral or natural or cultivated resource conservation – will the completion of the project lead to increased utilization of resources:
  - 1. Estimate of increased utilization of resources.
  - 2. Estimate of increases in cost to the public due to increased utilization.
- C. Does construction of the project, or completion of the project, have any adverse environmental impacts, including additional waste disposal?
  - 1. Estimate of the environmental impacts.
  - 2. Include copies of any required Environmental Impact Reports.

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NO. 80 (RESO NO. 2023-\_\_)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-\_\_\_, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 80) (FB Crystal Cove, located on the southwest corner of Alessandro Blvd. and Lasselle St.).

### **SUMMARY**

Adoption of the resolution will certify the annexation of one parcel into Community Facilities District (CFD) No. 2014-01 (Maintenance Services) ("District"). This action impacts only the property owner identified below, not the general citizens or taxpayers of the City.

The City requires property owners of new development projects to mitigate the cost of certain impacts created by the proposed developments (e.g., the cost of operation and maintenance of public street lighting and landscape). The City created CFD No. 2014-01 to provide the development community with a funding mechanism to assist in satisfying the requirement. After a property owner elects to annex their property into the District and the City Council approves the annexation, a special tax can be levied on the annual property tax bill of the annexed parcels to fund the cost to provide the services.

The Property Owner, as defined below, has elected to annex the parcel of their project into the District to satisfy the condition. The Property Owner submitted a Landowner Petition approving the annexation and the City Clerk confirmed the Petition is valid.

**DISCUSSION**

As a condition of approval for the development project identified below, the Property Owner is required to provide an ongoing funding source for certain public services (i.e., street lighting and landscape maintenance), which are required to be installed as part of the development project. The table below provides information for the property under development.

Property Owner Project ACP Record #	Amendment No.	APNs	Location
FB Crystal Cove Crystal Cove Apts. PEN22-0022/SCP23-0019	80	484-030-028	Southwest corner of Alessandro Blvd. and Lasselle St.

The City Council formed CFD No. 2014-01 (Maintenance Services) to provide an alternative funding tool for the development community. It provides a mechanism to fund the operation and maintenance of public street lighting services, landscaping, and streets and drainage. After a landowner approves annexation of their property into the District and the City Council approves the annexation, the City is authorized to levy a special tax onto the annual property tax bill to fund the services related to or impacted by their development.

The Third Amended and Restated Rate and Method of Apportionment of Special Tax (“RMA”) for the District describes the different special tax rate areas, services provided, and formula to calculate the special tax rate for each of the tax rate areas. Several special tax rate areas were created to accommodate a variety of scenarios to ensure costs are fairly shared between property owners. For example, there is a tax rate area for “single-family residential street lighting” and one for “street lighting for property other than single-family residential” (e.g., commercial, industrial, or multi-family projects). Different tax rate areas are needed for street lighting because the spacing and size/type of lights differ based on the type of development. Likewise, there are several tax rate areas for maintenance of public landscaping (i.e. medians, parkways, and/or traffic circles). A property owner’s proportionate share of landscape maintenance costs will vary depending upon the total square footage of landscaping to be maintained and the number of properties sharing in the cost for that development. There is also a tax rate area for streets and drainage within single-family residential projects, which is calculated based on each parcel’s proportionate share of the improvements.

On April 20, 2021, the City Council adopted Ordinance No. 980, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed,

parcels are subject to the annual special tax to fund the service they are receiving.

With the establishment of the District, a property owner now has two options to satisfy the conditions of approval:

1. Submit a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. Establish a homeowner or property owner association to provide the ongoing operation and maintenance of the improvements.

The Property Owner elected to annex their property into CFD No. 2014-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the property, allowing a special election of the landowner. Adoption of the attached resolution (Attachment 1) amends the District and adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary map (Attachment 2) and amended notices of special tax lien for the amendments. The City Clerk received and reviewed the Landowner Petition and confirmed the Property Owner unanimously approved the annexation of their property into the District (Attachment 3).

Successful completion of the annexation process satisfies the project's condition of approval to provide a funding source for the operation and maintenance of public street lighting and public landscaping.

### **ALTERNATIVES**

1. Adopt the resolution. *Staff recommends this alternative as it will annex the property into CFD No. 2014-01 at the request of the Property Owner and satisfy the condition of approval for the proposed development.*
2. Do not adopt the resolution. *Staff does not recommend this alternative as it is contrary to the request of the Property Owner, will not satisfy the condition of approval, and may delay development of the project.*
3. Do not adopt the resolution but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owner from satisfying the condition of approval and may delay development of the project.*

### **FISCAL IMPACT**

Revenue received from the special tax is restricted and can only be used to fund the

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

Property Owner Project ACP Record #	Amendment No.	Tax Rate Area FY 2022/23 Maximum Special Tax Rate <sup>1</sup>	
FB Crystal Cove Crystal Cove Apts. PEN22-0022/SCP23-0019	80	SL-02	\$4.82/front linear foot
		LM-02A	\$16.36/proportional front foot

<sup>1</sup>The special tax applied to the property tax bill will be based on the needs of the tax rate area within the District. The applied special tax rate cannot exceed the maximum special tax rate.

The FY 2022/23 applied rate for SL-02 (Street Lighting for Property Other than Single-Family Residential) is \$0.55/front linear foot. The FY 2022/23 applied rate for LM-02A (Landscaping for Property Other than Single-Family Residential, Median(s) (other than Median(s) Shared) is \$9.26/proportional front foot.

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

**NOTIFICATION**

The Landowner Petition was e-mailed to the Property Owner on May 31, 2023. A copy of the RMA was included with the Landowner Petition as Exhibit B.

**PREPARATION OF STAFF REPORT**

Prepared by:  
Kimberly Ganimian  
Special Districts Division Manager

Department Head Approval:  
Brian Mohan  
Assistant City Manager

**CITY COUNCIL GOALS**

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

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



**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. Resolution Ordering Annexation - Amendment No. 80
- 2. Boundary Map - Amendment No. 80
- 3. Certificate of Election Official - Amendment No. 80

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:26 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:44 AM

RESOLUTION NO. 2023-\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, by its Ordinance No. 980, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD to fund Drainage and Street Maintenance Services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 980 designated the entire territory of the City as a future annexation area for the CFD and approved the third amended and restated rate and method of apportionment for the Special Tax; and

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

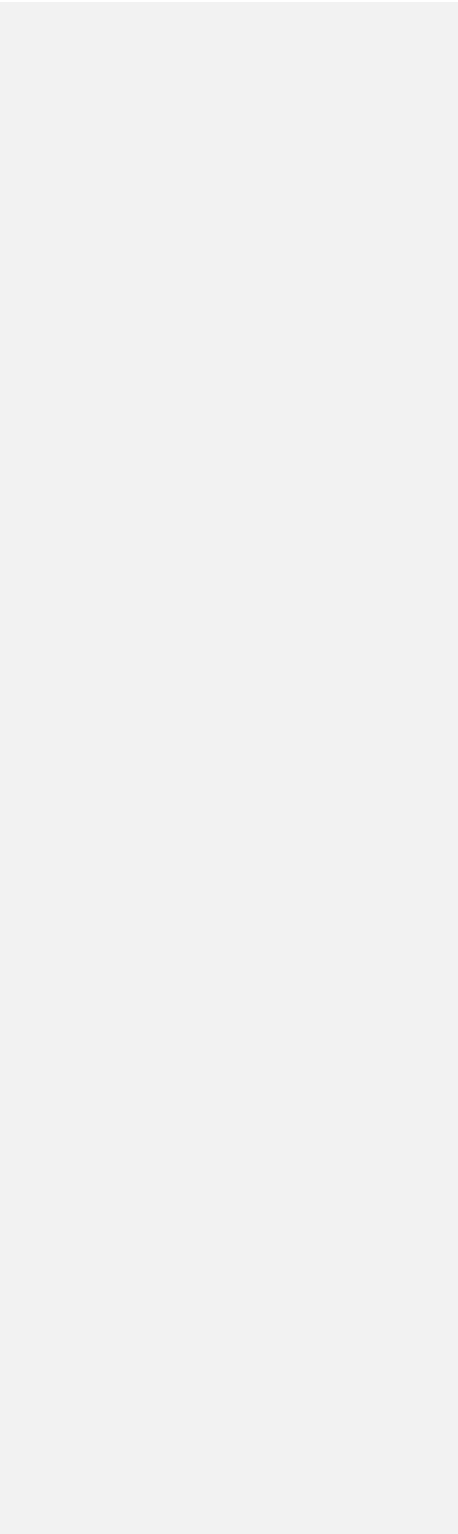
WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. ~~\_\_\_\_\_~~80 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcel to the CFD.

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

- 1. Recitals. The above recitals are all true and correct and are herein incorporated.

Resolution No. 2023-\_\_\_<sup>1</sup>  
Date Adopted: June 20, 2023



Attachment: Resolution Ordering Annexation - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect. The Annexation Parcel is subject to the Special Tax associated with the Tax Rate Areas indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the "Services") provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

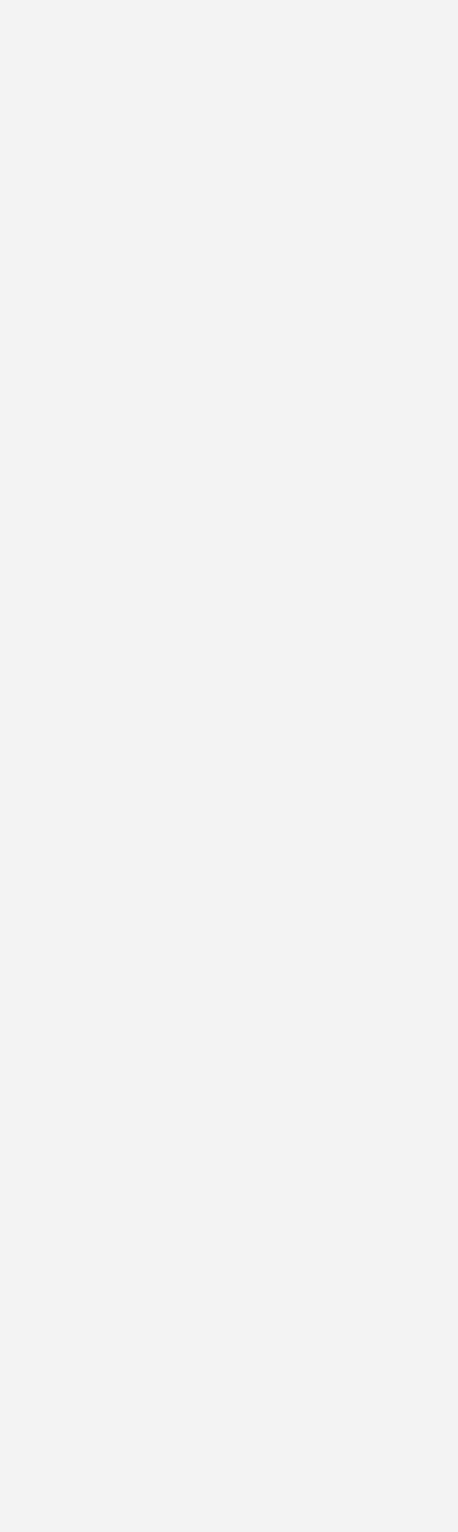
B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

C. Drainage and Street Maintenance Services: Maintaining, servicing, and operating drainage improvements and maintaining streets. Drainage improvements include public improvements and appurtenance (and associated easements) that are designed or used to capture, retain, detain, remove, transport, or treat surface water and storm water runoff. Fundable costs may include, but are not limited to: (i) contracting costs for street and drainage maintenance services, including litter removal, (ii) salaries and benefits of City staff if the City directly provides these services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of streets and drainage improvements.

A. The Annexation Parcel will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder

2  
Resolution No. 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023



Attachment: Resolution Ordering Annexation - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

pursuant to Section 3113 of the Streets and Highways Code.

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

6. This Resolution shall be effective immediately upon adoption.

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

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

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

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Resolution No. 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-\_\_\_ 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 June 2023 by the following vote:

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AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2023-4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

EXHIBIT A

Use the table found here to complete exhibit A:  
W:\Resources\Templates\CFDs\CFD-2014-01

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 80	484-030-028	Street Lighting	SL-02
		Landscape Maintenance	LM-02A

Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Categories listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category

~~Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.~~

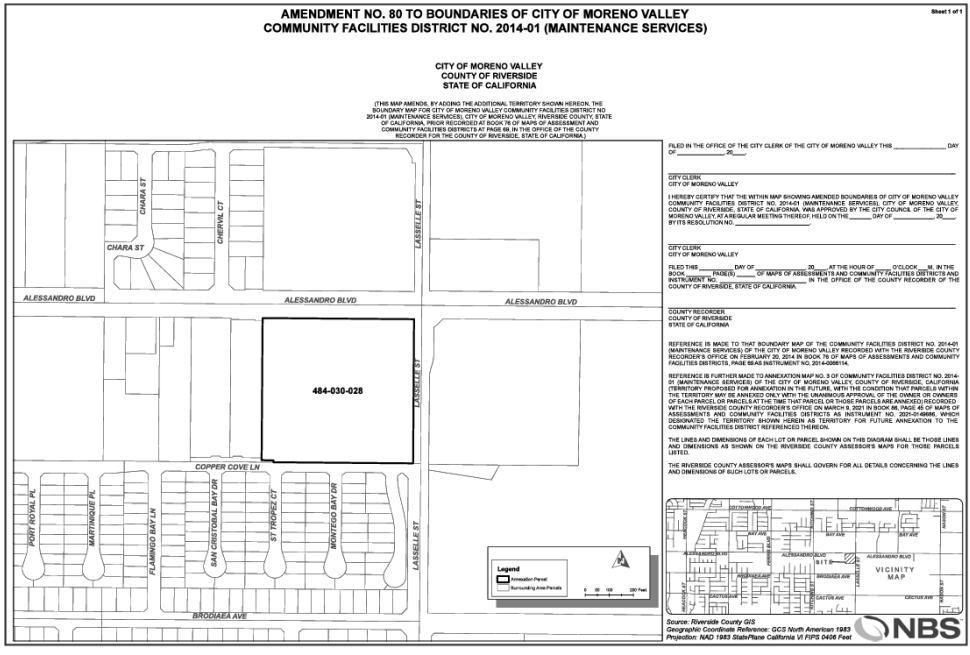
The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.

Resolution No. 2023-5  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

EXHIBIT B

Boundary Map Amendment



6

Resolution No. 2023-          
 Date Adopted: June 20, 2023

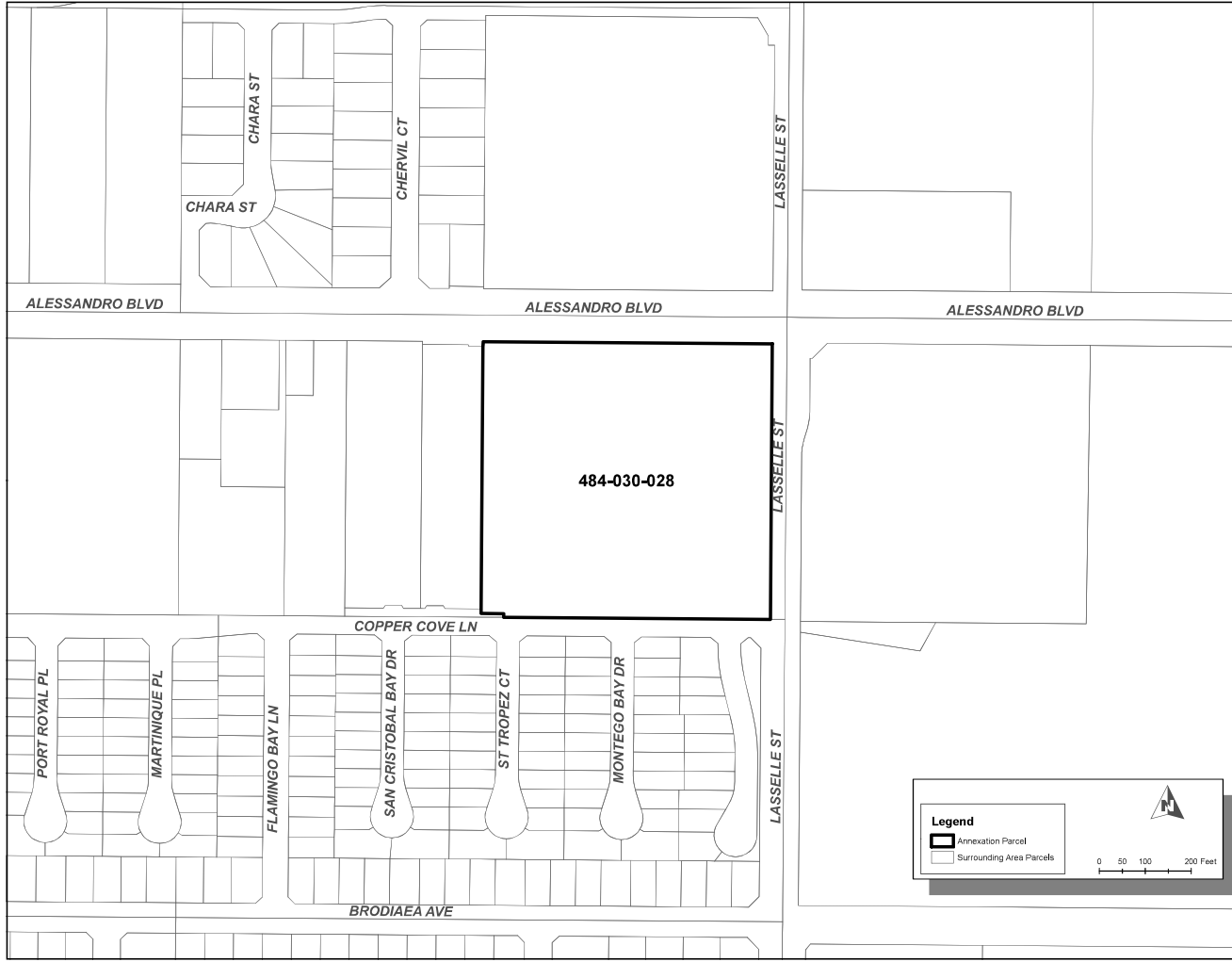
Attachment: Resolution Ordering Annexation - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

### AMENDMENT NO. 80 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

Sheet 1 of 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69. IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



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

CITY CLERK  
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY

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

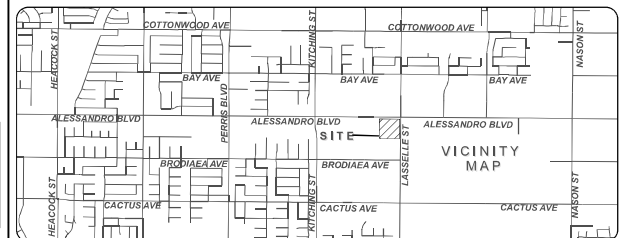
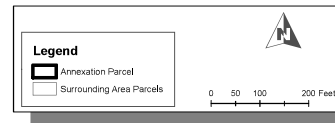
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-0086114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MARCH 9, 2021 IN BOOK 86, PAGE 45 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0149686, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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



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



Attachment: Boundary Map - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX



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

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **June 2, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01  
(MAINTENANCE SERVICES) – AMENDMENT NO. **80**

WITNESS my hand this **2** of **June**, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 80 (6287 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN PARCEL



## 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:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** June 20, 2023

**TITLE:** AUTHORIZE THE AWARD OF AGREEMENTS FOR  
 SPECIAL DISTRICTS CONSULTING SERVICES

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize approval of NBS, Webb Municipal Finance, LLC, and Willdan Financial Services to provide the Special Districts Division with special tax consulting services on an as-needed basis; and
2. Authorize the City Manager or his designee to execute future Agreements, subsequent extensions, and amendments, in accordance with the City's Procurement Administrative Procedure (AP #3.09), subject to the approval of the City Attorney, and provided sufficient funding is available within the City Council previously approved Operating Budget.

### **SUMMARY**

This report recommends authorizing approval of NBS, Webb Municipal Finance, LLC, and Willdan Financial Services (collectively the "Consultant") to provide the Special Districts Division with special tax consulting services on an as-needed basis over a five-year term. Such services may include assisting in the formation of new Community Facilities Districts (CFD), preparation of boundary maps for annexation into existing CFDs, and preparing annual Assessment Engineer Reports for the City's Lighting and Landscape Maintenance Districts (L/LMD).

## **DISCUSSION**

The City offers several types of special financing districts (e.g. CFDs and L/LMDs) for the development community's use. The districts help the developers and/or property owners to provide a funding source for services required as part of development of their property and which are not typically funded by the General Fund. These services may include funding debt service for acquisition of new public infrastructure and/or providing a funding source for ongoing maintenance and services of parks, street lighting, stormwater management, and public landscaping. Funding for the districts is generated through a levy on the annual property tax bill and can only be used to provide the service for which it was collected. Each type of district is unique with varying legislative requirements and processes, oftentimes requiring the expertise of consultants to navigate the complexities of each.

On March 7, 2023, a Request for Qualifications (RFQ) was issued for Special Districts Consulting Services. Staff evaluated the three proposals received and based on demonstrated competence, qualifications, and pricing NBS, Webb Municipal Finance, LLC, and Willdan Financial Services were identified as qualified to provide the services.

Staff recommends that Council authorize the award of future individual Agreements to each of the Consultants on an as-needed basis over a period of five years (at which time a new RFQ will be issued) and authorize Agreements to be executed based on authority granted in Administrative Procedure 3.09.

This will allow for the provision of additional services in response to the development community's needs and legislative requirements of the districts without a delay in project delivery.

This action meets the Strategic Plan Priorities to provide business support services that grow the City's economic base and to develop and implement innovative, cost-effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery which enhance the quality of life for Moreno Valley residents.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this report. *Staff recommends this alternative to provide professional and timely development services and to comply with legislative requirements.*
2. Do not approve and authorize the recommended actions in this report. *Staff does not recommend this alternative because it will reduce the City's ability to provide services to the development community and may impact its ability to comply with legislative requirements.*

## **FISCAL IMPACT**

There is no fiscal impact on the General Fund. Funding for each project specific agreement could be provided by developers requesting to form a district as part of their development project, by property owners annexing into existing districts, or through the parcel charges collected to administer the district.

## **NOTIFICATION**

The RFQ was posted on the City's bid portal (PlanetBids) with notifications sent to 557 vendors.

## **PREPARATION OF STAFF REPORT**

Prepared by:  
Kimberly Ganimian  
Special Districts Division Manager

Department Head Approval:  
Brian Mohan  
Assistant City Manager/Chief Financial Officer

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

## **ATTACHMENTS**

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

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:06 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:42 AM



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG MORENO VALLEY UNIFIED SCHOOL DISTRICT, THE CITY OF MORENO VALLEY, AND GPALESSANDRO LLC RELATING TO MORENO VALLEY UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2023-2 (RESO. NO. 2023-XX)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. 2023-XX, a Resolution Approving the Joint Community Facilities Agreement between the Moreno Valley Unified School District, City of Moreno Valley and GPALESSANDRO LLC, in substantially the form attached hereto with modifications subject to City Attorney approval, and authorize the City Manager to execute the Agreement and related documents.

### **SUMMARY**

This report recommends adopting a Resolution, which approves a Joint Community Facilities Agreement (JCFA) (Attachment 1). The JCFA is for the Moreno Valley Unified School District (MVUSD) Community Facilities District (CFD) 2023-2 and is between the City, MVUSD and GPALESSANDRO LLC (“Developer”). This action will provide the Developer with a financing option for the payment of certain of the City’s Development Impact Fees (City Fees) with bonds issued by MVUSD, acting as the legislative body of CFD 2023-2.

Acting on behalf of the CFD, MVUSD is responsible for formation and annual administration activities related to the District. The City is not a party to or liable for CFD 2023-2 or the debt issued by MVUSD. The City’s role is limited to agreeing to allow the

financing of certain City Fees with bond proceeds and managing the activities related to implementation of the JCFA and compliance with its terms.

## **DISCUSSION**

The Developer plans to construct 19 Live/Work lots and 206 single-family residential lots as part of Tract 38265. Tract 38265 is located north of Alessandro Blvd, between Morrison Street and Nason Street. Boundary map is included as Attachment 2. As part of the project's development requirements, the Developer is required to construct pay certain fees.

At the request of the Developer and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), the MVUSD is forming CFD 2023-2, which includes those parcels of Tract 38265. Formation of the CFD allows the Developer to finance certain fees with the issuance of tax-exempt bonds. Tax-exempt bonds typically have lower interest rates than the rates associated with conventional financing methods and therefore, are a preferred financing method of the development community.

The Act requires approval of a JCFA if the financed improvements will be owned and operated by an agency (i.e. City) other than the agency forming the CFD. Exhibit C of the JCFA (Attachment 2) identifies the types of Development Impact Fees (City Fees) that can be financed through the CFD.

The future bonds will be issued by MVUSD and secured by a special tax, which will be levied on the property tax bill of the properties included within the CFD for the term of the bonds (typically 25-30 years). With the special tax, the property tax rate of properties within the CFD is projected to be an average of 1.98% of the property value at the time the homes are originally sold. The average property tax rate for other new home developments within the City ranges from 1.95%-2.00%.

The City's Special District Financing Policy ("Policy") limits the property tax rate to 1.75% when the City, acting as the legislative body of a district, issues the bonds. However, the Policy is silent on the property tax rate when the City is not the legislative body of a CFD but rather a party to a JCFA.

As the legislative body of the CFD, MVUSD will be responsible for formation of the CFD, bond issuance and compliance, annual administration, levy of the special tax levy on the property tax roll of those parcels in the CFD, and responding to customer inquiries. The City will have no responsibility for the CFD other than to ensure City Fees paid with bond proceeds are used in compliance with the JCFA and the Act.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

## **ALTERNATIVES**

1. Adopt the Resolution and related actions as recommended herein. *Staff recommends this alternative to facilitate development of the property.*
2. Do not adopt the Resolution. *Staff does not recommend this alternative since it will not facilitate development of the property.*

### **FISCAL IMPACT**

There is no fiscal impact to the City. City costs associated with preparation of the staff report and review of the JCFA are being funded by the Developer. The Developer will also pay an administration fee at the time of payment of the financed City Facilities to cover expenses related to administration of and compliance with the terms of the JCFA. The City is not party to nor liable for the formation or administration of the CFD or any bond issuance related to the CFD.

### **NOTIFICATION**

Posting of the agenda

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Kimberly Ganimian  
Special Districts Division Manager

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

### **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.

**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.

### **CITY COUNCIL STRATEGIC PRIORITIES**

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



See the Discussion section above for details of how this action supports the City Council’s Strategic Priorities.

**ATTACHMENTS**

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

- 1. Resolution Approving JCFA
- 2. Boundary Map

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:32 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:50 AM

RESOLUTION NO. 2023-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT WITH MORENO VALLEY UNIFIED SCHOOL DISTRICT FOR MORENO VALLEY UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2023-2 (GPALESSANDRO LLC)

WHEREAS, the Governing Board of Moreno Valley Unified School District (the "School District") is forming Moreno Valley Unified School District Community Facilities District No. 2023-2 (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") for the primary purpose of financing school facilities; and

WHEREAS, pursuant to Section 53316.2 of the Act, a community facilities district is authorized to finance facilities to be owned or operated by an entity other than the agency that created the community facilities district pursuant to a joint community facilities agreement; and

WHEREAS, the Governing Board of the School District and GPALESSANDRO LLC, a California limited liability company (the "Property Owner"), the owner of the taxable property within the CFD, are considering the use of the CFD to finance various public facilities that will be constructed by the Property Owner and/or City and owned and operated by the City of Moreno Valley (the "City") and have requested the City to enter into a joint community facilities agreement that would permit the CFD to finance the payment of certain Development Impact Fees, the form of which is on file with the Secretary of this City Council and which is attached hereto as Exhibit A and incorporated herein by this reference (the "Joint Community Facilities Agreement");

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Joint Community Facilities Agreement Approved. Pursuant to Section 53316.2 of the Act, this City Council hereby approves the Joint Community Facilities Agreement substantially in the form as Exhibit A and on file with the City Clerk and determines that the Joint Community Facilities Agreement will be beneficial to the residents of the territory included within the jurisdictional boundaries of the CFD. The City Manager or the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Joint Community Facilities Agreement in said form with such changes, insertions and omissions as may be approved by the

1  
Resolution No. 2023-\_\_  
Date Adopted: June 20, 2023

Attachment: Resolution Approving JCFA (6306 : ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY

officer or officers executing such agreement, said execution and delivery being conclusive evidence of such approval.

- 3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Resolution No. 2023-2  
Date Adopted: June 20, 2023

Attachment: Resolution Approving JCFA (6306 : ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California do hereby certify that Resolution No. 2023-\_\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2023-\_\_\_\_<sup>3</sup>  
Date Adopted: June 20, 2023

Attachment: Resolution Approving JCFA (6306 : ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY

**EXHIBIT "A"**

**JOINT COMMUNITY FACILITIES AGREEMENT**

relating to

Moreno Valley Unified School District Community Facilities District No. 2023-2

by and among

Moreno Valley Unified School District, City of Moreno Valley and  
GPAlessandro LLC

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2023, by and among MORENO VALLEY UNIFIED SCHOOL DISTRICT, a California school district ("School District"), the CITY OF MORENO VALLEY, a California general law city (the "City") and GPALESSANDRO LLC, a California limited liability company ("Property Owner"). This Agreement relates to the formation by the School District of a community facilities district known as "Moreno Valley Unified School District Community Facilities District No. 2023-2" (the "CFD"), for the purpose of financing certain fees incurred as a consequence of the development within the CFD to be used by the City to construct facilities to be owned and operated by the City from the proceeds of special taxes of, and bonds issued by, the proposed CFD.

**RECITALS:**

A. The property is within Tentative Tract No. 38265 and is depicted in Exhibit "A" and described in Exhibit "B" hereto (the "Property"), which is located in the City of Moreno Valley, County of Riverside, State of California, and constitutes the land within the boundaries of the CFD.

B. Property Owner owns the Property and intends to develop the Property for residential purposes.

C. Property Owner has made a request to the School District in accordance with the Act (defined below) to form the CFD for the purpose of financing, among other things, certain public facilities to be constructed and owned and operated by the City (the "City Fee Facilities"), as described in Exhibit "C" hereto, in lieu of Property Owner's payment of City Fees (defined herein), which City Fee Facilities will benefit the Property.

D. Property Owner has yet to determine whether it will finance any or all of the City Fee Facilities, in lieu of payment of City Fees, with Bond Proceeds (defined below) that are available for such purpose. The Parties (defined below) hereto acknowledge that the purpose of this Agreement is to satisfy the requirements of the Act.

E. In conjunction with the issuance of building permits for the construction of homes within the Property and/or receipt of final inspections or occupancy certificates for such homes, the Property Owner, or its successors or assigns, may elect to advance City Fee Facilities costs in lieu of payment of City Fees (the "Advance(s)") at such times as Bond Proceeds are not available

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in sufficient amounts to pay for City Fee Facilities. In such case, the Property Owner shall be entitled to (i) reimbursement of such Advances limited to Bond Proceeds available to the City, if any (the Advances being considered an interest free loan by the Property Owner to City with no repayment obligation except to the extent there are Bond Proceeds received by or made available to the City as described herein, all as further described in Section 5(a) below) and (ii) credit by City for payments made to the City from Bond Proceeds against City Fees which would otherwise be due to the City with respect to the Property for which such transfer was made equal to the amount of Bond Proceeds disbursed to the City or at the direction of the City for City Fee Facilities, all as further described herein.

F. In addition to paying City Fees or Advances, the Property Owner shall pay an administrative fee to City to defray the costs to the City to administer this Agreement and ensure compliance with the terms of this Agreement. The School District has no responsibility or obligation with regard to the City Fees, City Fee Facilities, Advances or the administrative fees paid by Property Owner to the City to defray such costs.

G. In addition to the City Fee Facilities, certain facilities to be owned and operated by the School District (the "School Facilities") and certain facilities to be owned and operated by Eastern Municipal Water District ("EMWD") are also expected to be funded from Bond Proceeds.

H. The School District has sole discretion and responsibility for the formation and administration of the CFD.

I. The School District is authorized by Section 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the City Fee Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among the City, the Property Owner, and the School District, pursuant to which the CFD, when and if formed, will be authorized to finance the acquisition and/or construction of all or a portion of the City Fee Facilities. As authorized by Section 53316.6 of the Act, responsibility for constructing, providing for, and operating the City Fee Facilities is delegated to the City.

J. The Parties hereto find and determine that the residents residing within the boundaries of the City, the School District, and the CFD will be benefited by the construction and/or acquisition of the School Facilities, City Fee Facilities and that this Agreement is beneficial to the interests of such residents.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

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(a) "Act" means the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

(b) "Advance" or "Advances" means an amount advanced by Property Owner to the City for City Fee Facilities in lieu of payment of City Fees prior to the availability of sufficient Bond Proceeds. Advances shall be deemed payment of City Fees to the extent sufficient Bond Proceeds are not received or made available to the City.

(c) "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the Bonds and investment earnings thereon, net of costs of issuance, reserve fund, capitalized interest and administrative expenses.

(d) "Bond Resolution" means that resolution, resolution supplement, fiscal agent agreement, indenture of trust or other equivalent document(s) providing for the issuance of the Bonds.

(e) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of, the CFD in one or more series, as authorized by the qualified electors within the CFD.

(f) "City Fees" means fees for those capital improvements authorized to be financed with City development impact fees ("DIF"), for police facilities, fire facilities, arterial street and interchange improvements, and community park and recreation center improvements, which are components of the DIF, imposed by the City as a consequence of development of any portion of the Property to finance City Fee Facilities.

(g) "City Fee Facilities" means those City capital improvements eligible to be financed with DIF or any component(s) thereof for police facilities, fire facilities, arterial street and interchange improvements, and community park and recreation center improvements, which are components of the DIF, which are necessary for the provision of services and paid for with Bond Proceeds in lieu of the payment of City Fees imposed by the City as a consequence of development of any portion of the Property, as further described in Exhibit "C" hereto. City Fee Facilities financed with Bond Proceeds pursuant to this Agreement may include City capital improvements from a single DIF category or multiple DIF categories at the discretion of the City.

(h) "Disbursement Request" means a request for payment relating to City Fee Facilities in the form attached hereto as Exhibit "D."

(i) "Other Facilities Account of the Improvement Fund" means the fund, account or sub-account of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds may be deposited in accordance with the Bond Resolution to finance City Fee Facilities and which may have subaccounts.

(j) "Party" or "Parties" shall mean any or all of the parties to this Agreement.

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(k) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of Special Taxes pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(l) "School Facilities" means those public improvements to be owned, operated, or maintained by the School District identified in proceedings to form the CFD that are eligible to be financed with Bond Proceeds.

(m) "Special Taxes" means the special taxes authorized to be levied and collected within the CFD pursuant to the Rate and Method.

(n) "State" means the State of California.

3. Formation of the CFD. The School District is in the process of forming the CFD to finance the City Fee Facilities, and other facilities. The School District has and will retain, at the expense of Property Owner, the necessary consultants to analyze the formation of the CFD.

4. Sale of Bonds and Use of Bond Proceeds. In the event that the CFD is formed and Bonds are issued, the Board of Education of the School District (the "Board"), acting as the legislative body of the CFD, may, in its sole discretion, finance City Fee Facilities by issuing one or more series of Bonds. To the extent that the CFD and Property Owner determine that Bond Proceeds are available to finance all or portion of the City Fee Facilities, School District shall notify the City of the amount of such Bond Proceeds deposited in the Other Facilities Account of the Improvement Fund that is available for such purpose. It is currently anticipated that sufficient Bond Proceeds will be available to fund City Fee Facilities in an amount equal to the aggregate total of the applicable City Fees for dwelling units within the CFD. Notwithstanding the foregoing, there is no assurance that City Fees will not increase in the future or available Bond proceeds be less than anticipated such that Bond Proceeds are not sufficient to fund the anticipated amount of City Fee Facilities in an amount equal to the aggregate total of the applicable City Fees. As Bond Proceeds are transferred to the City and reserved to fund City Fee Facilities as described in Section 5 below, the portion of the Property with respect to which such transfer was made shall receive a credit in the amount transferred against the payment of City Fees with respect to the Property. Nothing herein shall supersede the obligation of Property Owner, or its successors, to make Advances or otherwise pay City Fees to the City when due. The purpose of this Agreement is to provide a mechanism by which the CFD may issue the Bonds and levy Special Taxes to provide a source of funds to finance all or a portion of the City Fee Facilities in lieu of the payment of all or a portion of the City Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to fully satisfy the obligation, then Property Owner shall remain obligated to make Advances for which it will receive no reimbursement (except to the extent Bond Proceeds later become available to the City) or pay City Fees to the City as required by the City in accordance with applicable law.

The Bonds shall be issued only if, in its sole discretion, the Board determines that all requirements of State and federal law and all School District policies have been satisfied or have been waived by the School District. Nothing in this Agreement shall confer upon the City or any owner of the Property, including Property Owner, a right to compel the issuance of the Bonds or

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the disbursement of Bond Proceeds to fund City Fee Facilities except in accordance with the terms of this Agreement.

5. Disbursements for City Fee Facilities.

(a) Upon the funding of the Other Facilities Account of the Improvement Fund with funds reserved to fund City Fee Facilities, the Property Owner shall notify the City of the amount of Bond Proceeds reserved to fund City Fee Facilities and the Property Owner and the City may execute and submit a Disbursement Request for payment to the School District or the CFD requesting disbursement of an amount equal to all or a portion of the Advances from the Other Facilities Account of the Improvement Fund to the extent that Bond Proceeds are available in the Other Facilities Account of the Improvement Fund for such purpose. Upon the City's receipt of funds pursuant to such Disbursement Request, the Property Owner shall receive reimbursement of the Advances from the City. To facilitate the City's bookkeeping, the City may direct in a Disbursement Request, that all or a portion of a payment be made directly to the Property Owner as reimbursement for Advances made by the Property Owner. In the event of a reimbursement to the Property Owner pursuant to the preceding sentence, the City shall account for an equivalent amount of Advances previously received from the Property Owner in accordance with Section 5(c) below.

To the extent that the City expends all or a portion of an Advance pending the deposit of Bond Proceeds in the Other Facilities Account of the Improvement Fund, for purposes of Treasury Regulations regarding investment and expenditure of Bond Proceeds and State law provisions regarding financing of public capital facilities, the Advance shall be a considered an interest free loan by the Property Owner to City, which the City agrees to repay to the extent of the deposit, if any, of Bond Proceeds in the Other Facilities Account of the Improvement Fund and the City's written direction as described below to pay all or a portion of such deposit to the Property Owner as repayment of an Advance.

(b) From time to time following the funding of the Other Facilities Account of the Improvement Fund with funds to fund the City Fee Facilities, Property Owner may notify the City in writing and the City and Property Owner may jointly request a disbursement from the Other Facilities Account of the Improvement Fund to fund City Fee Facilities by executing and submitting a Disbursement Request. Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to the City (or upon the City's written direction pay to the Property Owner or a City contractor) such requested funds to the extent that Bond Proceeds are then available, or subsequently become available, in the Other Facilities Account of the Improvement Fund for such purpose. Upon such notice and the City's receipt of such disbursement (or upon payment to the Property Owner or a City contractor in accordance with directions from the City relating to City Fee Facilities), the Property Owner shall be deemed to have satisfied the applicable City Fees with respect to the number of dwelling units or lots for which City Fees would otherwise have been required in an amount equal to such disbursement.

(c) The City agrees that prior to submitting a Disbursement Request requesting payment from the CFD it shall review and approve all costs included in its request and will have already paid contractually or incurred such costs of City Fee Facilities from its own funds (which

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may include Advances from the Property Owner) subsequent to the date of this Agreement, or will disburse such amounts to pay the costs of the City Fee Facilities following receipt of funds from the CFD. For City Fee Facilities to be constructed, in the event that the City does not disburse any Bond Proceeds (or equivalent amount of Advances repaid pursuant to the second to the last sentence of the first paragraph of Section 5(a) above) received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by the City, from the date of receipt of such Bond Proceeds by the City (or the date of disbursement pursuant to the second to the last sentence of the first paragraph of Section 5(a) above) to the date of expenditure by the City for capital costs of the City Fee Facilities. Such report shall be delivered at least annually until all Bond Proceeds are expended by the City.

(d) Subject to Section 5(e) below, the City agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. The City will, upon request, provide the School District and/or Property Owner with access to the City's records related to the City Fee Facilities and expenditure of Advances and will provide to the School District its annual financial report certified by an independent certified public accountant for purposes of assisting the School District in calculating the arbitrage rebate obligation of the CFD, if any.

(e) At the City's discretion, the City may elect to satisfy the tracing and accounting of Bond Proceeds requirements set forth in Section 4 of this Agreement by selecting and depositing unexpended Bond Proceeds with a commercial bank, savings bank, savings and loan association or other financial institution which is authorized by law to accept, hold, trace and account for deposits of money (the "Deposit Institution"). Property Owner shall pay for all costs and expenses associated with such Deposit Institution and shall pay said costs and expenses as provided in the written direction of the City.

(f) The School District or the CFD agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the Other Facilities Account of the Improvement Fund and expenditure of Advances. The School District or the CFD will, upon request, provide the City and/or Property Owner with access to the School District's or the CFD's records related to the Other Facilities Account of the Improvement Fund.

(g) In connection with the issuance of any Bonds to fund City Fee Facilities, the City agrees to execute and deliver a Certificate Concerning Use of Bond Proceeds ("City Certificate"), the form of which is attached hereto as Exhibit "E," in order for bond counsel to conclude that interest will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, and any other provision of law. Each such City Certificate shall be provided by bond counsel prior to the pricing of the Bonds, and shall be executed by a duly authorized officer of the City within fifteen (15) calendar days of such receipt of each such City Certificate(s). Should the City fail to execute and deliver the applicable City Certificate within fifteen (15) calendar days, the School District may issue taxable Bonds to fund the City Fee Facilities and tax exempt Bonds to fund School Facilities.

6. Ownership of City Fee Facilities. The City Fee Facilities, once acquired, shall be and remain the property of the City.

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7. Indemnification.

(a) *Indemnification by the School District.* The School District shall assume the defense of, indemnify and save harmless, the City and its respective officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the School District with respect to this Agreement and the issuance of the Bonds; provided, however, that the School District shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents, or employees. In addition to the obligations set forth in Section 7(b) below, Property Owner shall indemnify the School District, their respective officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses, or expenses of every type as a result of the School District indemnifying City under this Section 7(a).

(b) *Indemnification by Property Owner.* Property Owner shall assume the defense of, indemnify and save harmless, the School District, the CFD, and the City, their respective officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of Property Owner with respect to this Agreement; provided, however, that Property Owner shall not be required to indemnify any person or entity as to damages resulting from the negligence or willful misconduct of such person or entity or their officers, agents, or employees.

(c) *Indemnification by the City.* The City shall assume the defense of, indemnify and save harmless, the School District, the CFD and their respective officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the City with respect to this Agreement, and the design, engineering, and construction of the City Fee Facilities constructed by the City; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents, or employees. In addition to the obligations set forth in Section 7(b) above, Property Owner shall indemnify the City, their respective officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses, or expenses of every type as a result of the City indemnifying the School District and/or the CFD under this Section 7(c).

8. Allocation of Special Taxes. The Board, as the legislative body of the CFD, shall annually levy the Special Tax as provided for in the formation proceedings of the CFD. The entire amount of any Special Tax levied by the CFD to repay Bonds, or to fund other obligations, shall be allocated to the CFD.

9. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each Party hereto. This Agreement may be assigned, in whole or in part,

by Property Owner to the purchaser of any parcel of land within the Property provided, however, such assignment shall not be effective unless and until the City and the School District have been notified, in writing, of such assignment and its acceptance and the assignment specifies whether the Property Owner or such assignee is authorized to execute disbursement requests and whether the Property Owner or such assignee is to be reimbursed for Advances which have not been reimbursed at the time of such notice.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

11. Notices. Any notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication given hereunder to either Party shall be in writing and deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, telecopier, or email upon the sender's receipt of written acknowledgement from the addressee, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by Federal Express or other overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon the sender's receipt of written acknowledgement from the addressee, addressed as follows:

School District: Moreno Valley Unified School District  
25634 Alessandro Boulevard  
Moreno Valley, CA 92553  
Attn: Chief Business Official

City: City of Moreno Valley  
14177 Fredrick Street  
PO Box 88005  
Moreno Valley, CA 92552  
Attn: City Clerk

Property Owner: GPAlessandro LLC  
c/o Pacifica Investments  
333 City Boulevard West, Suite 1700  
Orange, CA 92868  
Attention: Oscar Graham  
Telephone: (714) 609-7257  
Email: oscar@pacificainvest.com

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Parties hereto.

12. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

13. Attorneys' Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

14. Interpretation in the event of Ambiguities or Disputes. The Parties acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the drafter.

15. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

16. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

17. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party hereto, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

18. No Third Party Beneficiaries. No person or entity other than the CFD, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the School District, the CFD, and Property Owner (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

19. Singular and Plural: Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**

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

**ATTEST:**

By: \_\_\_\_\_  
Secretary to the Board

**CITY OF MORENO VALLEY**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**GPALESSANDRO LLC,  
a California limited liability company**

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

005155.0018440  
920193.3 #212302 v3 9235.5

**EXHIBIT "A"**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2023-2**

**BOUNDARY MAP; DEPICTION OF PROPERTY**

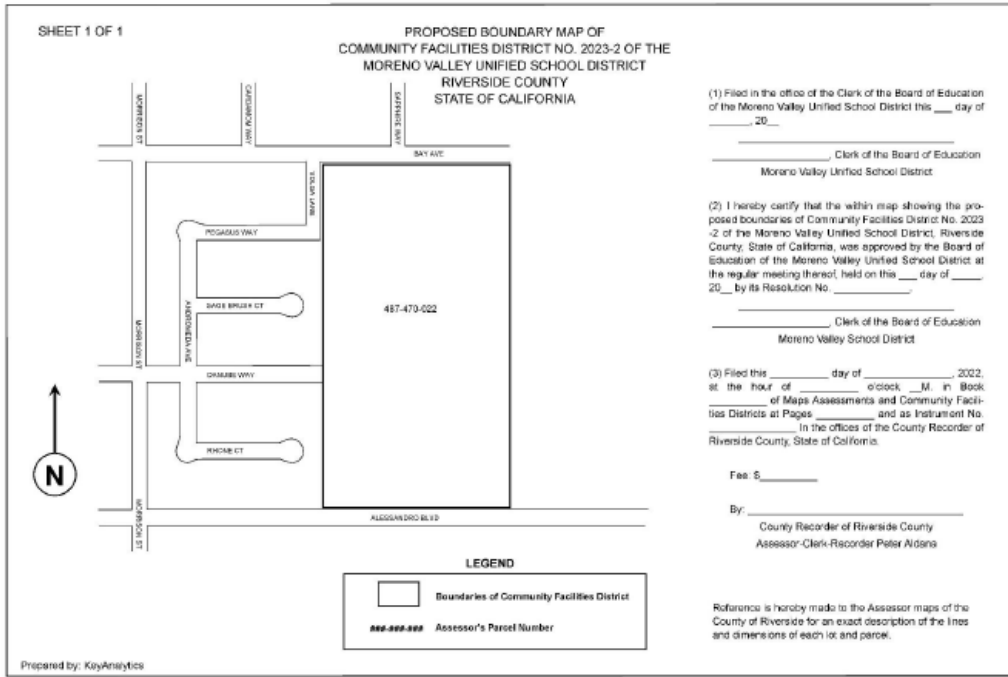
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A-1

A-11

Attachment: Resolution Approving JCFA (6306 : ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY



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D-1

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**EXHIBIT "B"**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2023-2**

**DESCRIPTION OF PROPERTY**

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

County of Riverside Assessor Parcel No. 487-470-022

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B-1

**EXHIBIT "C"**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2023-2**

**CITY FACILITIES**

1. City Fee Facilities. The type of City Fee Facilities eligible to be financed by the CFD under the Act are the capital improvements authorized to be financed with City development impact fees ("DIF") including, but not limited to DIF for police facilities, fire facilities, arterial street and interchange improvements, and community park and recreation center improvements (which does not include any regional impact fees (i.e. Western Riverside Council of Governments Transportation Uniform Mitigation Fee)) and all appurtenances and appurtenant work in connection with the foregoing, including all costs of site acquisition, planning, design, engineering, legal services, materials testing, coordination, surveying, construction staking, construction management and supervision for such capital improvements, and any other expense incidental to the construction, acquisition, modification, expansion or rehabilitation of such capital improvements, all as permitted under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended. The amount of the City Fee Facilities will be based on the applicable fee schedule, which is subject to change.

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C-1

Sequence No. \_\_\_\_\_  
City SA# \_\_\_\_\_

**EXHIBIT "D"**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2023-2**

**DISBURSEMENT REQUEST FORM**

1. Moreno Valley Unified School District Community Facilities District No. 2023-2 (the "CFD") is hereby requested to pay from Bond Proceeds to the City of Moreno Valley (the "City"), as Payee, or to the City's designee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested for City Fee Facilities is due and payable, has not formed the basis of prior request or payment, and is being made with respect to the Joint Community Facilities Agreement by and among Moreno Valley Unified School District, City of Moreno Valley, and GPAlessandro LLC, dated as of \_\_\_\_\_, 2021 (the "JCFA").

3. Amount requested: \$ \_\_\_\_\_  
For Tract / Lot Nos: \_\_\_\_\_

4. The amount set forth in 3 above is authorized and payable pursuant to the terms of the JCFA. Capitalized terms not defined herein shall have the meaning set forth in the JCFA. The City shall spend the Bond Proceeds allocated hereby in accordance with the requirements set forth in Section 4 of the JCFA.

By entering into the JCFA and requisitioning Bond Proceeds as described herein, the City is not passing upon, determining or assuming the tax-exempt status of the Bonds for federal or California state income tax purposes.

**PROPERTY OWNER**

**GPALESSANDRO LLC,**  
a California limited liability company

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

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920193.3

D-1

CITY OF MORENO VALLEY

By: [Form, do not sign]

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

Title: \_\_\_\_\_

ATTEST:

By: [Form, do not sign]  
Clerk of the City

cc: City Finance Dept.

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A-16

**EXHIBIT "E"**

§ \_\_\_\_\_  
**COMMUNITY FACILITIES DISTRICT NO. 2023-2 OF THE  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
SERIES \_\_\_\_\_ SPECIAL TAX BONDS  
(Riverside County, California)**

**CERTIFICATE CONCERNING USE OF BOND PROCEEDS**

I, the undersigned, hereby certify that I am a duly authorized officer of the City of Moreno Valley ("City"), and am authorized to sign this Certificate Concerning Use of Bond Proceeds ("Certificate") on behalf of the City in connection with the issuance of the above-captioned Bonds ("Bonds"). All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Community Facilities Agreement relating to Moreno Valley Unified School District Community Facilities District No. 2023-2 by and among the Moreno Valley Unified School District ("School District"), City and GPAlessandro LLC, dated \_\_\_\_\_, 20\_\_ ("JCFA").

I further certify on behalf of the City that:

1. The City has been informed by the School District and Community Facilities District No. 2023-2 of the Moreno Valley Unified School District (the "CFD") that they are in the process of issuing the Bonds on behalf of the CFD and will make available to the City \$ \_\_\_\_\_ of Bond proceeds (the "Proceeds").
2. The City will expend the Proceeds on capital costs (the "Costs") paid to third parties for City improvements or equipment (the "City Facilities").
3. The City will maintain records regarding the investment and expenditure of the Proceeds and the usage of the City Facilities.
4. The City will cooperate with the CFD regarding compliance with the terms of the Tax Certificate (the "Tax Certificate") of the CFD, dated \_\_\_\_\_, 20\_\_, with respect to the Bonds, including remitting any rebatable arbitrage on the Proceeds, if any, to the CFD to comply with the restrictions of Section 148(f) of the Code.
5. None of the City Facilities financed with proceeds of the Bonds will be used for any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities ("Private Use") absent consent of the CFD. The leasing of the City Facilities or the access of a person or entity other than a governmental unit to the City Facilities or services provided thereby on a basis other than as a member of the general public ("General Public Use") shall constitute a Private Use unless the City obtains an opinion of bond counsel to the contrary. Use of the City Facilities in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

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920193.3

Attachment: Resolution Approving JCFA (6306 : ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY

6. With respect to management and service contracts, the determination of whether a particular use of the City Facilities constitutes Private Use shall be determined on the basis of applying Revenue Procedure 2017-13. The City represents that, as of the date hereof, no portion of the City Facilities is expected to be subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than governmental units) that involve the management of property or the provision of services that do not comply with the standards of Revenue Procedure 2017-13.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: \_\_\_\_\_

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
*[Authorized Official Title]*

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E-2

A-18

**PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-2 OF THE  
MORENO VALLEY UNIFIED SCHOOL DISTRICT**

RIVERSIDE COUNTY  
STATE OF CALIFORNIA

**LEGEND**

Boundaries of Community Facilities District

**###-###-###** Assessor's Parcel Number

Prepared by: KeyAnalytics

(1) Filed in the office of the Clerk of the Board of Education of the Moreno Valley Unified School District this \_\_\_ day of \_\_\_, 20\_\_.

\_\_\_\_\_, Clerk of the Board of Education  
Moreno Valley Unified School District

(2) I hereby certify that the within map showing the proposed boundaries of Community Facilities District No. 2023-2 of the Moreno Valley Unified School District, Riverside County, State of California, was approved by the Board of Education of the Moreno Valley Unified School District at the regular meeting thereof, held on this \_\_\_ day of \_\_\_, 20\_\_ by its Resolution No. \_\_\_\_\_.

\_\_\_\_\_, Clerk of the Board of Education  
Moreno Valley School District

(3) Filed this \_\_\_ day of \_\_\_ at the hour of \_\_\_ o'clock \_\_\_ M. in Book \_\_\_ of Maps Assessments and Community Facilities Districts at Pages \_\_\_ and as Instrument No. \_\_\_ in the offices of the County Recorder of Riverside County, State of California.

Fee \$ \_\_\_\_\_

By: \_\_\_\_\_  
County Recorder of Riverside County  
Assessor-Clerk-Recorder Peter Aldana

Reference is hereby made to the Assessor maps of the County of Riverside for an exact description of the lines and dimensions of each lot and parcel.

SHEET 1 OF 1

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D-1

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2019

**Attachment: Boundary Map (6306 : ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG**



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVE A RESOLUTION DECLARING PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY IDENTIFIED AS 24124 AND 24108 FIR AVENUE (APNS 481-130-022 AND 481-130-023) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVING CERTAIN RELATED ACTIONS

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve a Resolution declaring pursuant to California Government Code Section 54221 that the real property identified as 24124 and 24108 Fir Avenue (APNs 481-130-022 and 481-130-023) is surplus land and not necessary for the City's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and approving certain related actions.

### **SUMMARY**

The purpose of the recommended action is to initiate a process required by the California Surplus Land Act that is a prerequisite to the sale, lease or transfer of real property by local government agencies. In this matter, the real property in question consists of two vacant residential lots located at 24124 and 24108 Fir Avenue. The process involves a formal noticing of certain entities (i.e., public agencies and housing sponsors, as further described below) to allow them up to 60 days to indicate an interest in acquiring (or leasing) such real property. This process does not bind the City to any



disposition of real property. Further, it is intended that the two parcels are ultimate developed for housing purposes.

## **DISCUSSION**

The attached Resolution concerns that certain real property identified as 24124 and 24108 Fir Avenue (APNs 481-130-022 and 481-130-023) consisting of approximately 0.91 acres (approximately 39,600 square feet) located on the north side of Fir Avenue, east of Heacock Street, as more particularly described in Exhibit “A” and depicted in Exhibit “B” of the Resolution (the “Property”). See Attachment 1.

In accordance with the California Surplus Land Act, Government Code (the “GC”) Section 54220-54234 (the “SLA”), as amended by AB 1486 (Chapter 664, Statutes of 2019; “AB 1486”) and Guidelines promulgated thereunder by the California Department of Housing and Community Development (the “HCD”) dated as of April 2021 (the “Guidelines”), in order for real property to be disposed of, such land must first be made available under a process set forth in the SLA and expounded upon by the Guidelines. The SLA process requires that a notice be given calling for written notices of interest from certain local public agencies and housing sponsors (the “Designated Parties”) after the affected public entity (in this case, the City) has designated such land as surplus by the taking of a formal action at a public meeting of such public agency.

Pursuant to the SLA, land is necessary for the City’s use if the land is being used, or is planned to be used, pursuant to a written plan adopted by the City, for City work or operations. The SLA, as expounded upon by the Guidelines, provides that such land shall be declared either surplus land or exempt surplus land before the City may take action to dispose of it consistent with the City’s policies or procedures, GC Section 54222, requires the City, if it declares land to be surplus and not necessary for the City’s use, to provide written notice thereof to the Designated Parties; the form of such notification is included as Exhibit “B” to the Resolution (the “Notification Process”). Further, local public agencies as prescribed by the SLA, consist of all of the local government agencies that exist within the City (i.e., County government entities, school districts, and special districts) and to housing sponsors (i.e., affordable housing development entities) that are listed and promulgated by HCD pursuant to the SLA and the Guidelines.

The Notification Process concerns only the Designated Parties and provides the Designated Parties a 60-day opportunity to request to negotiate for the disposition of Property consistent with parameters for such negotiations provided by the SLA. The Notification Process is not a request for proposals, does not bind the City to any disposition of the Property and does not supersede the applicable provisions of the Moreno Valley Municipal Code. The SLA does not impose any mandates or timeframes with respect to the disposition of real property.

If approved, the Resolution will confirm the City’s declaration that the Property is surplus and authorize the initiation of the Notification Process to the Designated Parties. Failure to follow the procedure described in the SLA and expounded upon by the Guidelines for

providing a notice of availability of surplus land and related actions, may subject the City to financial and other penalties and measures and may frustrate the ability of the City to further its achievement of its development goals pursuant to the City's General Plan. Particularly, per GC Section 54230.5, if a local agency that disposes of land in violation of the SLA, after receiving a notification from HCD that the local agency is in violation of SLA, such local agency shall be liable for a penalty of 30 percent of the final sale price of the land sold in violation of the SLA for a first violation and 50 percent for any subsequent violation. A local agency shall have 60 days to cure or correct an alleged violation. If a penalty is assessed, it shall be used within five years of deposit solely for the development of new affordable housing units benefitting low-income households.

In addition to the foregoing, the HCD has certain oversight authority over negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the SLA. Consistent with the foregoing, it is recommended that the City Council declare the Property to be surplus and not necessary for the City's use. Approval of the Resolution will confirm the City Council's declaration that the Property is surplus and not necessary for the City's use at this time and authorize the initiation of the Notification Process as prescribed by the SLA.

Per Section 15060 (c) (3) of the California Environmental Quality Act (the "CEQA") Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000-15387), approval of the Resolution is exempt from CEQA because the actions described therein will not result in a direct or indirect physical change in the environment and the actions described therein are not a "Project", as defined within Section 15378 of the CEQA Guidelines. Adoption of the Resolution does not have the potential for resulting in either a direct or indirect physical change in the environment. If and when the Property is sold or leased and the new owner(s) or lessee(s) propose a use for the Property that requires a discretionary permit and CEQA review, the future use and project will be analyzed at the appropriate time in accordance with CEQA.

## **ALTERNATIVES**

1. Approve the attached Resolution declaring, pursuant to California Government Code Section 54221, that the real property identified as 24124 and 24108 Fir Avenue (APNs 481-130-022 and 481-130-023) is surplus land and not necessary for the City's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and approving certain related actions. *Staff recommends this alternative as it will allow the property to be made available for development of additional housing.*
2. Do not approve the Resolution and retain ownership of the Subject Property. *Staff does not recommend this alternative since it will not allow the property to be made available for development of additional housing.*

## **FISCAL IMPACT**

Because the recommended action is a preliminary step required prior to considering the sale of the future disposition of the Property, the recommended action does not have a fiscal impact. If, however, the attached Resolution is approved and at a later time a purchase and sale agreement is presented to and approved by the City Council, then the staff report that will accompany such purchase and sale agreement will include a fiscal impact statement relative to the sale price.

## **NOTIFICATION**

The public has been notified through the publication of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Deputy Finance Director

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

## **CITY COUNCIL GOALS**

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

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## **ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

1. Resolution Declaring APNs 481-130-022 and 481-130-023 Exempt Surplus Property

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 7:55 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/13/23 8:52 AM

## RESOLUTION NO. 2023-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY IDENTIFIED AS 24124 AND 24108 FIR AVENUE (APNS 481-130-022 AND 481-130-023) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, this Resolution concerns that certain real property identified as 24124 and 24108 Fir Avenue (APNs 481-130-022 and 481-130-023) consisting of approximately 0.91 acres (approximately 39,600 square feet) located on the north side of Fir Avenue, east of Heacock Street, as more particularly described in Exhibit "A" and depicted in Exhibit "B" to this Resolution (the "Property"); and

WHEREAS, pursuant to the California Surplus Land Act, Government Code (the "GC") §§ 54220-54234 (the "Act"), as amended by AB 1486 (Chapter 664, Statutes of 2019; "AB 1486") and Guidelines promulgated thereunder by the California Department of Housing and Community Development (the "HCD") dated as of April 2021 (the "Guidelines"), in order for the Property to be disposed of, such land must first be made available under a process set forth in the Act and expounded upon by the Guidelines; that process requires that a notice be given calling for written notices of interest after the affected public entity has designated such land as surplus by the taking of a formal action at a public meeting of such public agency; and

WHEREAS, pursuant to the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City, for City work or operations; and

WHEREAS, the Act, as expounded upon by the Guidelines, provides that such land shall be declared either surplus land or exempt surplus land before the City may take action to dispose of it consistent with the City's policies or procedures; and

WHEREAS, GC § 54222, requires the City, if it declares land to be surplus and not necessary for the City's use, to provide written notice thereof to certain local public agencies and housing sponsors (the "Designated Parties"); the form of such notification is included as Exhibit "B" to this Resolution (the "Notification Process"); and

WHEREAS, the Notification Process concerns only the Designated Parties and provides the Designated Parties a 60-day opportunity to request to negotiate for the disposition of the Property consistent with parameters for such negotiations provided by the Act; and

WHEREAS, the Notification Process is not a request for proposals, does not bind the City to any disposition of the Property and does not supersede the applicable provisions of the Moreno Valley Municipal Code; and

WHEREAS, the Act does not impose any mandates or timeframes with respect to the disposition of real property; and

WHEREAS, if approved, this Resolution will confirm the City's declaration that the Property is surplus and authorize the initiation of the Notification Process to the Designated Parties; and

WHEREAS, failure to follow the procedure described in the Act and expounded upon by the Guidelines for providing a notice of availability of surplus land and related actions, may subject the City to financial and other penalties and measures and may frustrate the ability of the City to further its achievement of its development goals pursuant to the City's General Plan; and

WHEREAS, in addition to the foregoing, the HCD has certain oversight authority over negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the Act; and

WHEREAS, approval of this Resolution will confirm the City Council's declaration that the Property is surplus and not necessary for the City's use at this time and authorize the initiation of the Notification Process as prescribed by the Act; and

WHEREAS, pursuant to § 15060 (c) (3) of the California Environmental Quality Act (the "CEQA") Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or indirect physical change in the environment and the actions described herein are not a "Project", as defined within § 15378 of the CEQA Guidelines; and

WHEREAS, adoption of this Resolution does not have the potential for resulting in either a direct or indirect physical change in the environment. If and when the Property is sold or leased and that new owner or lessee proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED, by the City Council of the City of Moreno Valley, in regular session assembled on June 20, 2023, in the meeting room of the City Council located on the 1<sup>st</sup> floor of City Hall, 14177 Frederick Street, Moreno Valley, California, as follows:

- 1) That the City Council hereby finds and declares that the above recitals are true and correct and incorporated as though fully set forth herein.
- 2) The City Council hereby declares that the Property is surplus land and not necessary for the City’s use at this time and authorizes the initiation of the Notification Process as prescribed by the Act and as further expounded upon by the Guidelines.
- 3) The City Manager, or designee, is hereby authorized to do all things that are necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act and the Guidelines with any of the Designated Parties that submit a written notice of interest as to the disposition of the Property in compliance with the Act.
- 4) This Resolution has been reviewed with respect to the applicability of the CEQA (Public Resources Code § 21000 *et seq.*). City staff has determined that the designation of the Property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines § 15060(c)(3) because it is not a project as defined by the CEQA Guidelines § 15378.
- 5) The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.
- 6) This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED this 20<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Ulises Cabrera, Mayor

ATTEST:

\_\_\_\_\_  
Jane Halstead, City Clerk

APPROVED AS TO FORM:

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

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023 - 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 June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
Jane Halstead, City Clerk

(SEAL)



EXHIBIT "A"

PROPERTY DESCRIPTION

The real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

APN 481-130-022:

Lot 66 of the Edgemont Gardens Tract, as per Map recorded in Book 15, Page 90 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom the Westerly rectangular 72.00 feet of said Lot.

APN 481-130-023:

The Westerly rectangular 72.00 feet of Lot 66 of the Edgemont Gardens Tract, as per Map recorded in Book 15, Page 90 of Maps, in the Office of the County Recorder of said County.

Attachment: Resolution Declaring APNs 481-130-022 and 481-130-023 Exempt Surplus Property (6307 : RESOLUTION DECLARING PURSUANT



EXHIBIT "B"

# CITY OF MORENO VALLEY

14177 Frederick Street / PO Box 88005, Moreno Valley, CA 92552  
Telephone (951) 413-3000

## NOTICE OF AVAILABILITY OF SURPLUS LAND (Via Email)

**Date: June 21, 2023**

**TO: Interested Local Agencies and Housing Sponsors**

**RE: Notice of Availability of Surplus Land in the City of Moreno Valley Pursuant to California Government Code § 54220, et seq.**

Pursuant to the provisions of California Government Code § 54220, *et seq.*, the City of Moreno Valley ("City") hereby notifies interested local agencies and housing sponsors ("Designated Parties") of the availability for lease or purchase of the following surplus City-owned land ("Property"):

<b>Property Address:</b>	<b>24124 and 24108 Fir Avenue: Approximately 0.91 acres (39,600 SF) of vacant land located on the north side of Fir Avenue, east of Heacock Street</b>
<b>Assessor's Parcel No.:</b>	<b>APNs 481-130-022 and 481-130-023</b>
<b>Zoning:</b>	<b>Specific Plan 204-Village Residential (VR)</b>
<b>General Plan Designation:</b>	<b>Specific Plan 204-Village Residential (VR)</b>
<b>Current Use:</b>	<b>2 adjacent vacant lots</b>

Copies of the aerial image and assessor map showing and depicting the Property are attached. Per Moreno Valley Municipal Code, Title 9, Planning and Zoning, Chapter 9.13, Specific Plans, the Property is located within Specific Plan area 204-The Village and is zoned Village Residential (VR); which in general provides for a range of residential densities and provides for certain other complementary land uses. For further information, see Chapter II of the Village Specific Plan at this link: <http://www.moreno-valley.ca.us/cdd/documents/specific-plans.html>. The Property is made available pursuant to this Notice in its "as-is and where-is" condition. The City will not provide a warranty with respect to the condition or suitability of the Property for any purpose.

A Designated Party desiring to purchase or lease the Property, which must include both parcels, for any of the purposes authorized by Government Code § 54222, must file a written notice of interest with the representative designated below by the Designated Parties within **60 days** from the date of this Notice of Availability as confirmed by the date set forth below (since the 60<sup>th</sup> day falls on a weekend, the submission date has been extended to the following Monday). Designated Parties proposing to submit a notice of

interest are advised to review the requirements set forth in the Surplus Land Act (Government Code §§ 54220-54234).

Please send written notices of interest via e-mail to:

Dena Heald, Deputy Finance Director, Financial & Management Services  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, California 92552  
[Denah@moval.org](mailto:Denah@moval.org)

**With copies to:**

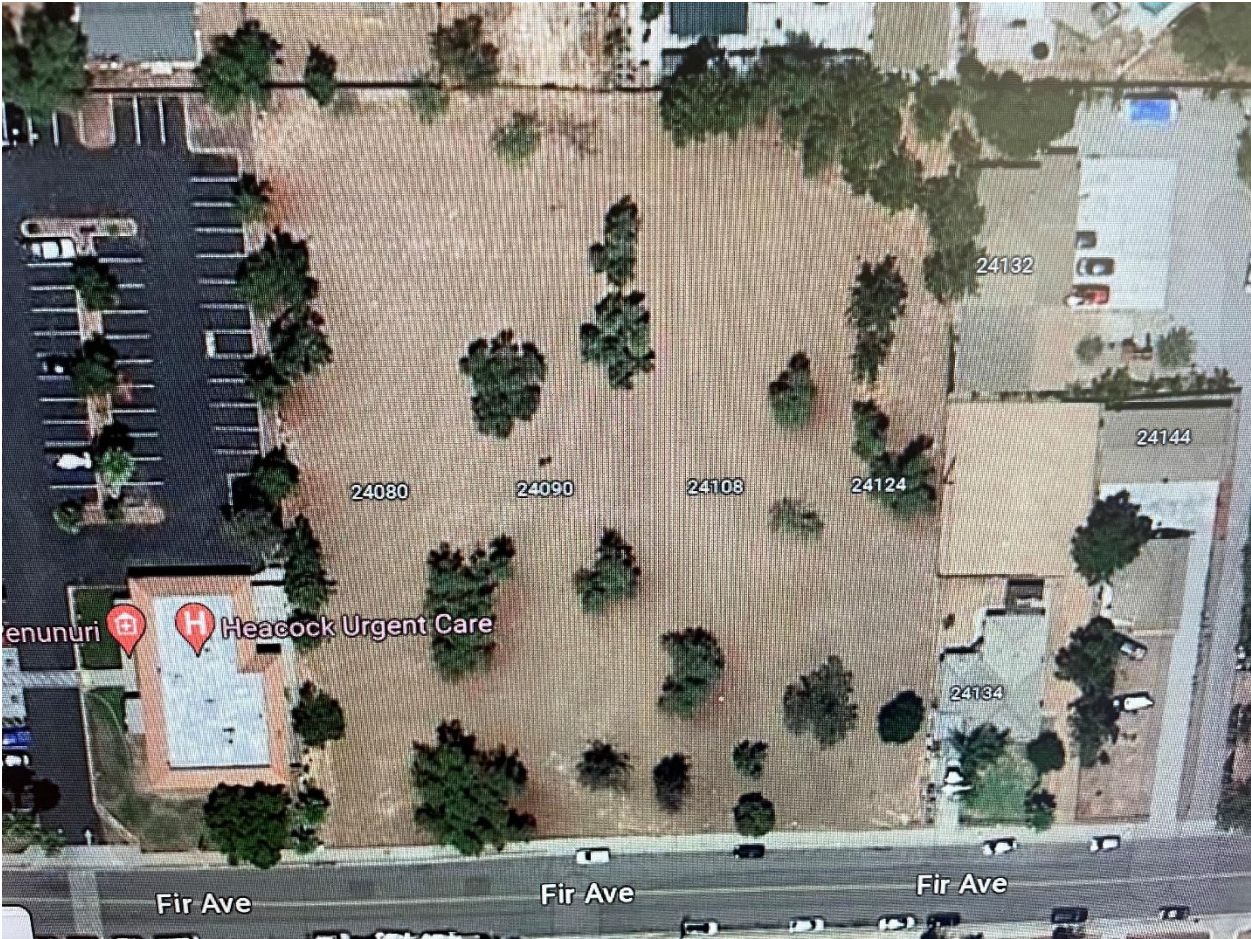
Steven H. Dukett, Development Consultant to the City  
2305 Chicago Avenue  
Riverside, California 92507  
[Sdukett@TKEngineering.com](mailto:Sdukett@TKEngineering.com)

For further information, please contact Mr. Steven H. Dukett, Managing Director of Development Services, TKE Engineering, Inc. (development consultant to the City), at (909) 967-8205 or [sdukett@TKEngineering.com](mailto:sdukett@TKEngineering.com).

Consistent with the foregoing, the final day to submit a written statement of interest to either lease or purchase the Property is **Monday, August 21, 2023 by 5:00 PM.**

Attachments (Aerial Image and Assessor Map)

AERIAL IMAGE OF THE PROPERTY



Attachment: Resolution Declaring APNs 481-130-022 and 481-130-023 Exempt Surplus Property (6307 : RESOLUTION DECLARING PURSUANT

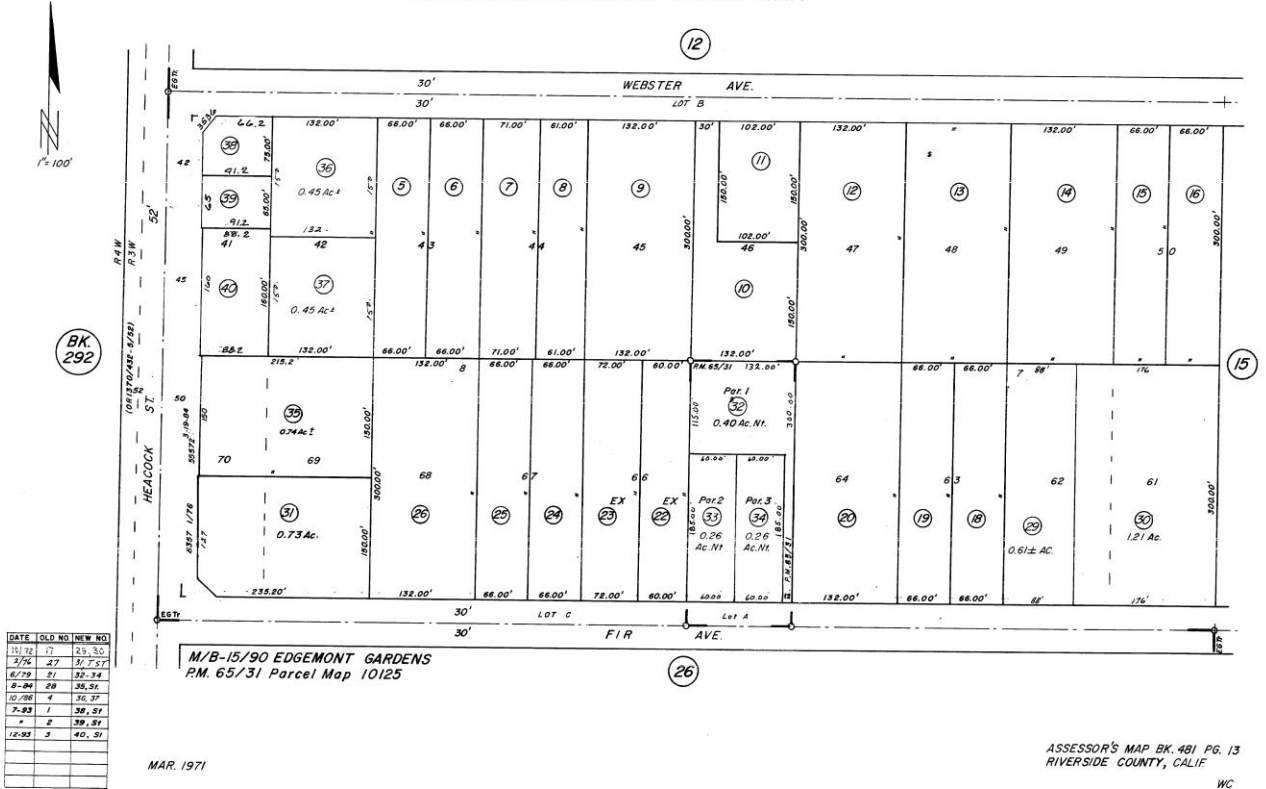
Attachment No. 2

ASSESSOR'S PARCEL MAP OF THE PROPERTY

11-5-1  
481-13

T.R.A. 021-329

S 1/2, NW 1/4, SW 1/4, SEC. 6, T.3S, R.3W.  
LOTS 41-50 & 61-70 EDMONT GARDENS TRACT



Attachment: Resolution Declaring APNs 481-130-022 and 481-130-023 Exempt Surplus Property (6307 : RESOLUTION DECLARING PURSUANT



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** AUTHORIZATION OF CITY MANAGER TO EXECUTE AGREEMENTS FOR PUBLIC SAFETY SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE TO ALIGN WITH THE CITY COUNCIL APPROVED ADOPTED BUDGET FOR FY'S 2023/24 - 2024/25

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize the City Manager or designee to execute Cooperative Public Safety Agreements and Agreement Amendments with the County of Riverside to align with the Council approved adopted budget for FY's 2023/24 – 2024/25.

### **SUMMARY**

This report recommends that City Council authorize the City Manager, or his designee, to execute Agreements for the continued provision of fire protection and law enforcement services by the County of Riverside Fire and Sheriff Departments to align with the Council approved adopted budget for FY's 2023/24 – 2024/25.

### **DISCUSSION**

The City of Moreno Valley has contracted with the County of Riverside for fire protection, prevention, rescue, and medical emergency and law enforcement services.

On May 2, 2023, Council adopted the FY's 2023/24 – 2024/25 budget, which requires amendments to these Agreements to align with the Council approved services included in the adopted budget.

### **ALTERNATIVES**

1. Authorize the City Manager or designee to execute County of Riverside public safety Agreements and respective amendments for fire protection and law enforcement services. *Staff recommends this alternative to continue providing public safety services and effectuate the increases to service approved by City Council on May 2, 2023.*
2. Do not authorize the City Manager or designee to execute County of Riverside public safety Agreements and respective amendments for fire protection and law enforcement services. *Staff does not recommend this alternative as it is needed to effectuate the increases to service approved by City Council on May 2, 2023.*

### **FISCAL IMPACT**

There is no additional impact to the General Fund with this action.

### **NOTIFICATION**

Publication of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Shanna Palau  
Senior Contracts Analyst

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

Concurred By:  
Kenneth Reichle, Police Chief  
Jesse Park, Fire Chief  
Launa Jimenez, Financial Resource Division Manager

### **CITY COUNCIL GOALS**

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

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

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

## 6. Youth Programs

### ATTACHMENTS

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

None

### APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 9:54 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 10:12 AM





## Report to City Council

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**TO:** Mayor and City Council  
 Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)  
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)  
 Mayor and City Council Acting in its Capacity as Members of the Moreno Valley Successor Agency (SA)  
 Mayor and City Council Moreno Valley Community Foundation (MVCF)

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

**AGENDA DATE:** June 20, 2023

**TITLE:** FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE THIRD QUARTER BUDGET AMENDMENTS

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### **RECOMMENDED ACTION**

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

1. Receive and file the Fiscal Year 2022/23 Third Quarter Financial Summary and
2. Adopt Resolution No. 2023-XX. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised operations and capital budgets for Fiscal Year 2022/23.

#### **Recommendation: That the CSD:**

1. Adopt Resolution No. CSD 2023-XX. A resolution of the Moreno Valley Community Services District (CSD) of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the HA:**

1. Adopt Resolution No. HA 2023-XX. A resolution of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the City Council as SA:**

1. Adopt Resolution No. SA 2023-XX. A resolution of the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**Recommendation: That the MVCF:**

1. Adopt Resolution No. MVCF 2023-XX. A resolution of the Moreno Valley Community Foundation (MVCF) of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

**SUMMARY**

This report provides the Third Quarter Financial Summary, which updates the Mayor and City Council regarding current year financial trends through March 31, 2023. This report also requests the approval of certain FY 2022/23 revenue and expenditure budget amendments.

This item was noticed on the May 23, 2023 Finance Subcommittee agenda for review and discussion.

**DISCUSSION**

Based on a long-term practice of maintaining a structurally balanced budget and being identified as one of the most fiscally fit cities in the Country, on May 4, 2021, the City Council continued this trend and adopted the Two-Year Operating Budget for Fiscal Years 2021/22 – 2022/23, while adhering to those past practices. Additionally, as established after the last recession, the budget continues to fund and maintain separate reserves specifically established for periods of economic uncertainty or natural disasters. The budget included all component units of the City, including the General Fund, Community Services District, Housing Authority, Successor Agency, and the Moreno Valley Community Foundation. During the two-year budget period, the City Council will be updated of the City's financial condition through the process of Quarterly Budget Reviews. This ongoing process ensures a forum to review expenditure and revenue changes from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures that may occur will be presented to the City Council.

This report provides the FY 2022/23 Third Quarter Financial Summary for the first nine months, July thru March. The Third Quarter Financial Summary will focus primarily on the City's General Fund. This review will also present nine-month operational results

from other key funds.

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

### **FISCAL YEAR 2022/23 THIRD QUARTER FINANCIAL SUMMARY**

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

#### **General Fund Revenue Update**

Revenue receipts do not follow an even schedule. Although 75% of the fiscal year has elapsed, based on historic trends revenues are estimated to be at approximately 63% of the budgeted amount. Actual revenues received are currently 69% of budget. As the FY 2022/23 revenue estimates were developed prior to the adoption of the budget on May 4, 2021, the revenue estimates may require adjustments based on the FY 2022/23 actuals and revised projections throughout the year. Although there will be variances in some of the amounts budgeted, the total is expected to remain within 1% of the amended budget for the year. It should be noted that the lag in timing of revenue receipts helps illustrate the need for an operating cash reserve throughout each fiscal year.

#### **General Fund Expenditure Update**

Although not all expenditures follow a straight-line spending pattern, operating expenditures should track close to within 75% of budget for the year at the end of the first nine months. As of March 31, 2023, total General Fund expenditures were at 60%. This pace is within expectations for most activities in the General Fund.

### **FISCAL YEAR 2022/23 BUDGET ADJUSTMENTS**

The FY 2022/23 General Fund revenue budget, as amended, totals approximately \$141 million. Based on economic activity and revenue collections through March 2023, staff is recommending a Third Quarter budget increase of \$2.6 million to approximately \$143.6 million.

The FY 2022/23 General Fund expenditures budget as currently amended, which includes a one-time \$3.3 million expenditure from fund balance for the Senior Center Expansion project, totals approximately \$146 million. The recommended Third Quarter budget amendments increase expenditures by \$1.3 million to \$147 million. *The fund continues to be structurally balanced, without the use of fund balance for ongoing operations.* The specific budget adjustments for the General Fund are summarized in

Attachment 1.

Fund	Type (Rev/Exp)	FY 2022/23 Amended Budget	Proposed Adjustments	FY 2022/23 Amended Budget	Proposed Adjustments (%)
General Fund	Rev	\$141,081,959	\$2,556,552	\$143,638,511	<1%
General Fund	Exp	\$145,626,895	\$1,302,276	\$146,929,171	<1%
	Net Total	(\$4,544,936)	\$1,254,276	(\$3,290,660)	

Summaries of Other Major Funds

The following provides a summary of some of the proposed budget adjustments to other major funds. A complete list of all changes are identified in Attachment 1.

Development Impact Fees (various)

Adjusting budget based on actual revenue received.

Moreno Valley Utility (Fund 6010)

Adjusting budget for projected expenses.

**ALTERNATIVES**

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

**FISCAL IMPACT**

The City’s Operating and Capital Budgets provide the funding and expenditure plan for all funds. As such, they serve as the City’s financial plan for the fiscal year. The fiscal

impacts for the proposed budget amendments are identified in Attachment 1.

## **NOTIFICATION**

Publication of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Stephanie Cuff  
Senior Management Analyst

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

Concurred By:  
Launa Jimenez  
Financial Resources Division Manager

Approved by:  
Mike Lee  
City Manager

## **CITY COUNCIL GOALS**

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

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

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

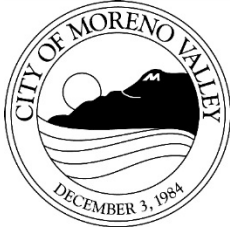
## **ATTACHMENTS**

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

- 1. FY 2022/23 Third Quarter Financial Summary
- 2. Attachment 1 - Proposed Amendments
- 3. City Resolution 2023-XX
- 4. CSD Resolution 2023-XX
- 5. HA Resolution 2023-XX
- 6. SA Resolution 2023-XX
- 7. MVCF Resolution 2023-XX

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/09/23 10:10 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:42 AM



# City of Moreno Valley Fiscal Year 2022/23 Third Quarter Financial Summary

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Chief Financial Officer/City Treasurer

**DATE:** June 20, 2023

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## INTRODUCTION

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

This report provides a review of the unaudited financial results at the Third Quarter of FY 2022/23 (July 2022 – March 2023, 75% of the fiscal year).

CITYWIDE OPERATING EXPENDITURE SUMMARY

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

**Table 1. Citywide Operating Expenditures**

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Fund/Component Unit</b>				
General Fund	\$ 124,521,412	\$ 145,597,735	\$ 86,044,292	59.1%
Community Services District (CSD)	23,946,062	33,565,352	15,767,163	47.0%
Successor Agency	4,173,275	2,677,466	2,150,925	80.3%
Housing Fund	165,000	279,870	154,121	55.1%
Special Revenue Funds	32,127,095	118,306,936	51,407,097	43.5%
Capital Projects Funds	1,213,705	105,062,760	23,213,643	22.1%
Electric Utility Funds	42,022,198	53,229,394	29,220,171	54.9%
Internal Service Funds	11,562,936	13,553,556	8,267,495	61.0%
Debt Service Funds	4,247,163	4,247,163	2,556,308	60.2%
<b>Total</b>	<b>\$ 243,978,846</b>	<b>\$ 476,520,232</b>	<b>\$ 218,781,215</b>	<b>45.9%</b>

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

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



## GENERAL FUND OPERATING

Table 2. General Fund Operations

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 18,838,500	\$ 19,738,500	\$ 12,108,630	61.3%
Property Tax in-lieu	25,623,093	25,623,093	12,969,354	50.6%
Utility Users Tax	15,717,540	15,717,540	14,061,175	89.5%
Sales Tax	23,005,000	36,725,489	22,171,415	60.4%
Other Taxes	16,653,787	16,666,375	13,104,629	78.6%
Licenses & Permits	5,364,135	5,614,135	4,161,304	74.1%
Intergovernmental	345,000	610,803	455,603	74.6%
Charges for Services	12,797,871	14,077,395	12,077,312	85.8%
Use of Money & Property	4,669,753	4,669,753	4,347,539	93.1%
Fines & Forfeitures	504,500	504,500	364,328	72.2%
Miscellaneous	166,000	166,000	188,516	113.6%
<b>Total Revenues</b>	<b>\$ 123,685,179</b>	<b>\$ 140,113,583</b>	<b>\$ 96,009,805</b>	<b>68.5%</b>
<b>Expenditures:</b>				
Personnel Services	\$ 25,197,956	\$ 28,581,747	\$ 19,049,584	66.6%
Contractual Services	86,478,353	71,757,383	40,028,457	55.8%
Material & Supplies	2,108,180	3,765,294	1,883,043	50.0%
General Government	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	6,171,821	6,171,821	4,449,714	72.1%
Fixed Assets	-	45,739	8,104	17.7%
<b>Total Expenditures</b>	<b>\$ 119,956,310</b>	<b>\$ 110,321,984</b>	<b>\$ 65,418,902</b>	<b>59.3%</b>
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	\$ 3,728,869	\$ 29,791,599	\$ 30,590,903	
<b>Transfers:</b>				
Transfers In	\$ 845,573	\$ 939,216	\$ 65,573	7.0%
Transfers Out	4,565,102	35,275,751	20,625,390	58.5%
<b>Net Transfers</b>	<b>\$ (3,719,529)</b>	<b>\$ (34,336,535)</b>	<b>\$ (20,559,818)</b>	
Total Revenues & Transfers In	\$ 124,530,752	\$ 141,052,799	\$ 96,075,378	68.1%
Total Expenditures & Transfers Out	124,521,412	145,597,735	86,044,292	59.1%
<b>Net Change of Fund Balance</b>	<b>\$ 9,340</b>	<b>\$ (4,544,936)</b>	<b>\$ 10,031,086</b>	

**General Fund Operating Revenues**

The General Fund is comprised of several revenue types. However, the main sources include property tax, utility user’s tax, and sales tax. Each of these is affected by different economic activity cycles and pressures. Miscellaneous revenue consists of claims, donations, business license report fees, business fees for events, etc.

**Table 3. General Fund Operating Revenues**

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 18,838,500	\$ 19,738,500	\$ 12,108,630	61.3%
Property Tax in-lieu	25,623,093	25,623,093	12,969,354	50.6%
Utility Users Tax	15,717,540	15,717,540	14,061,175	89.5%
Sales Tax	23,005,000	36,725,489	22,171,415	60.4%
Other Taxes	16,653,787	16,666,375	13,104,629	78.6%
Licenses & Permits	5,364,135	5,614,135	4,161,304	74.1%
Intergovernmental	345,000	610,803	455,603	74.6%
Charges for Services	12,797,871	14,077,395	12,077,312	85.8%
Use of Money & Property	4,669,753	4,669,753	4,347,539	93.1%
Fines & Forfeitures	504,500	504,500	364,328	72.2%
Miscellaneous	166,000	166,000	188,516	113.6%
<b>Total Revenues</b>	<b>\$ 123,685,179</b>	<b>\$ 140,113,583</b>	<b>\$ 96,009,805</b>	<b>68.5%</b>

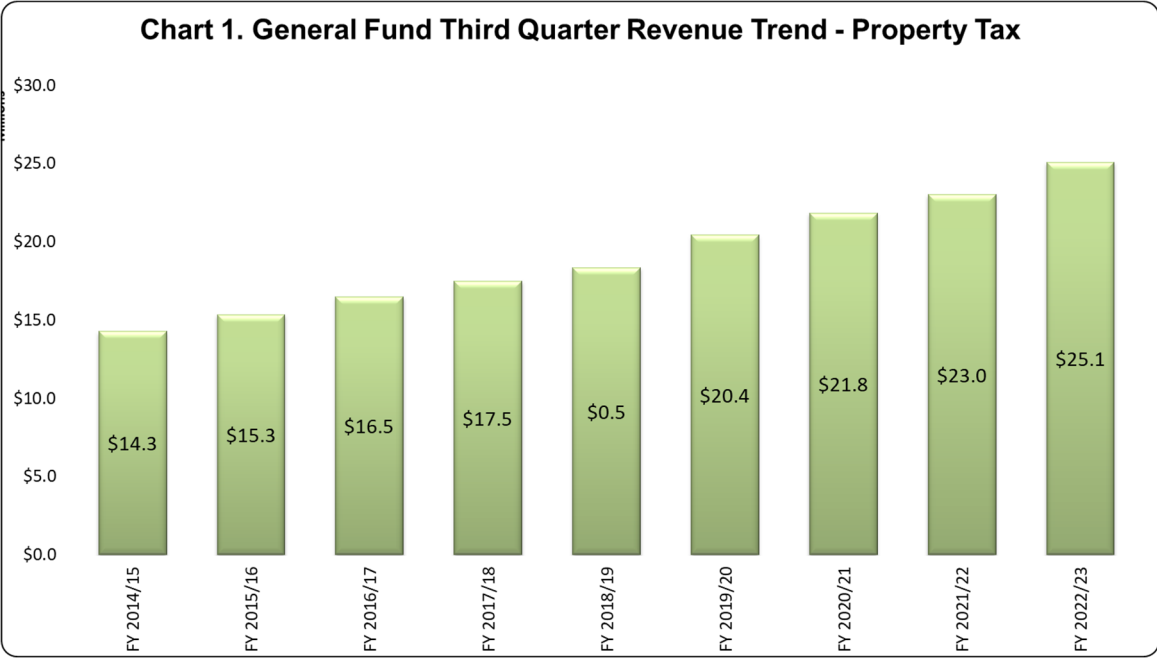
**Property Taxes/Property Taxes In-Lieu**

Property taxes were budgeted to increase by 8% from the FY 2021/22 Amended Budget. The annual schedule of property tax payments from the County of Riverside will provide payments to the City based on the following estimated schedule:

Secured Property Tax Payment Dates

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

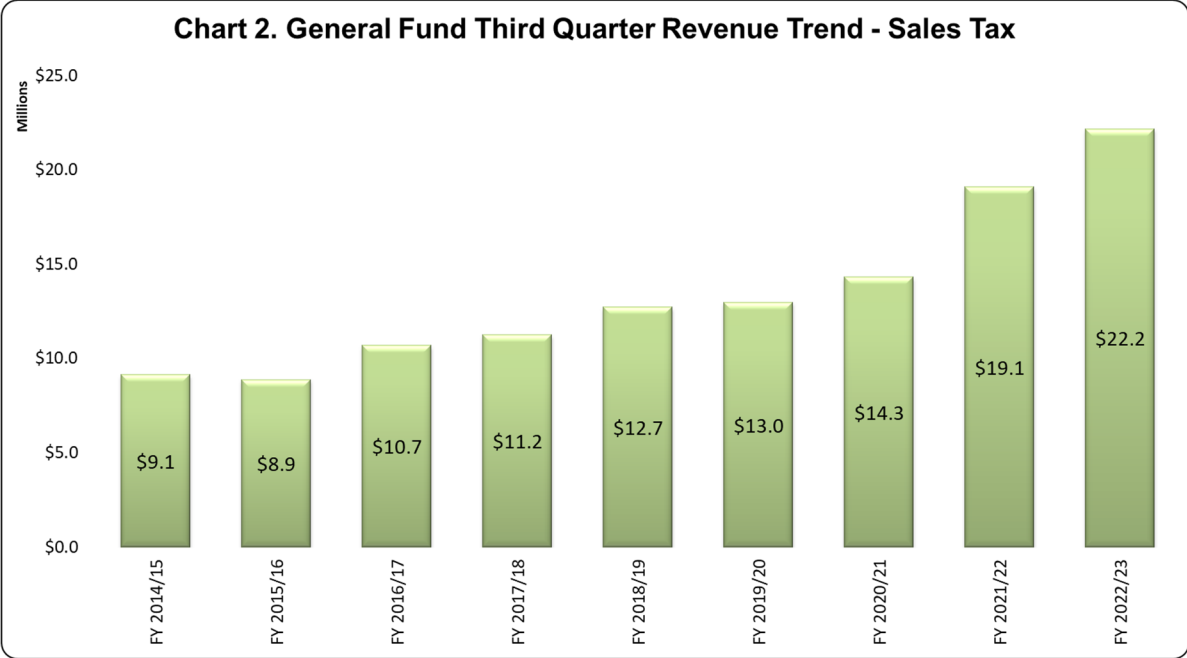
Based on historical averages of actual receipts, the City is estimated to receive less than 55% of the budgeted property tax revenue through Third Quarter. The City has currently received 55% through Third Quarter. Property taxes will continue to be monitored as property valuations may adjust through the year based on property sales and assessment appeals filed with the County.



**Sales Taxes**

Sales taxes were budgeted to increase by 29% as compared to the FY 2021/22 Amended Budget. Sales tax receipt trends will need to be continually monitored through the year for possible future budget adjustments.

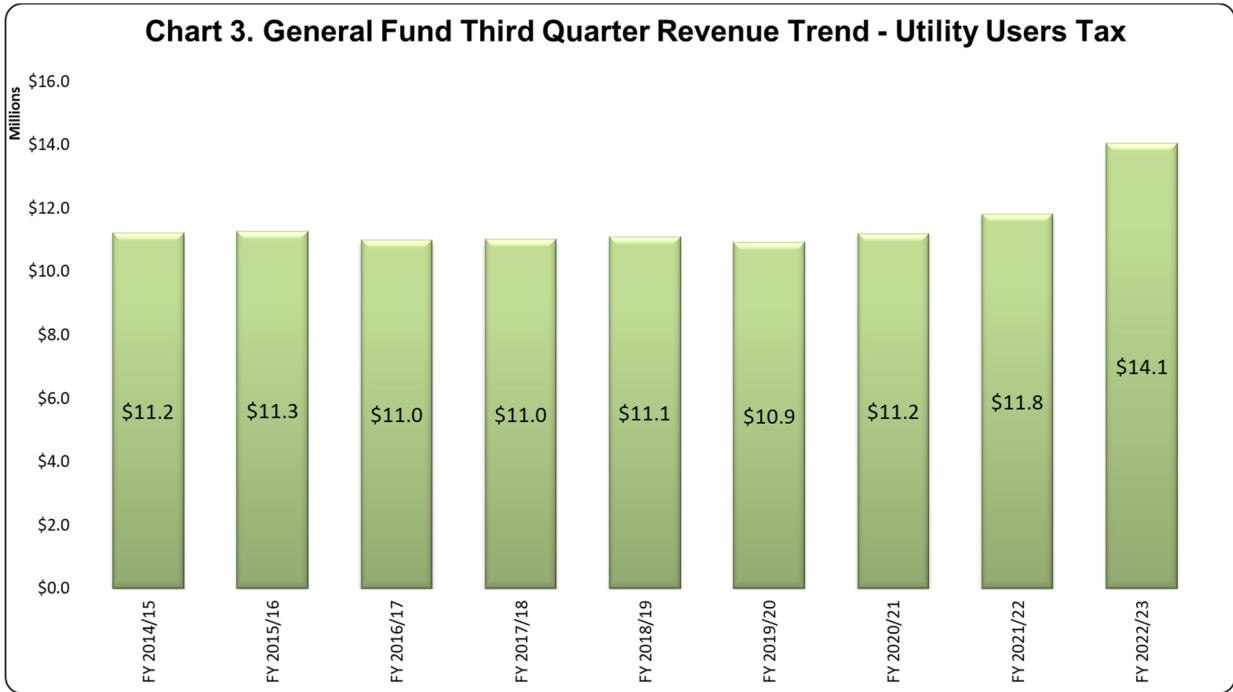
Based on historical averages of actual receipts, the City is estimated to receive 63% of the budgeted sales tax revenue through Third Quarter. The City has currently received 60% through Third Quarter.



### Utility Users Tax Utility

Utility Users Tax were budgeted to remain the same as compared to FY 2021/22 Amended Budget. This projection is primarily due to competitive forces within the communications markets.

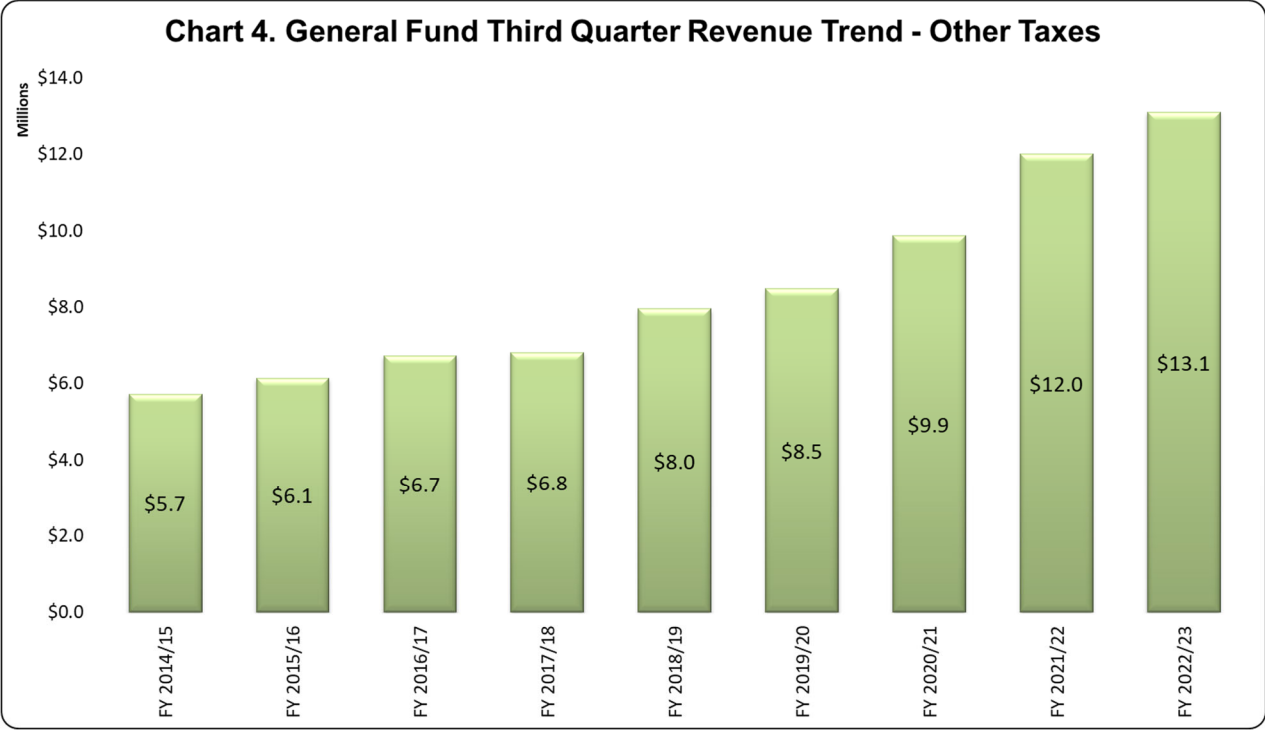
Based on historical averages of actual receipts, the City is estimated to receive 70% of the budgeted utility users tax revenue through Third Quarter. The City has currently received 90% through Third Quarter.



### Other Taxes

Other taxes are primarily composed of Business Gross Receipts, Transient Occupancy Tax, Documentary Transfer Tax, and Franchise Fees. Collectively, other taxes were budgeted to increase 9% from the FY 2021/22 Amended Budget.

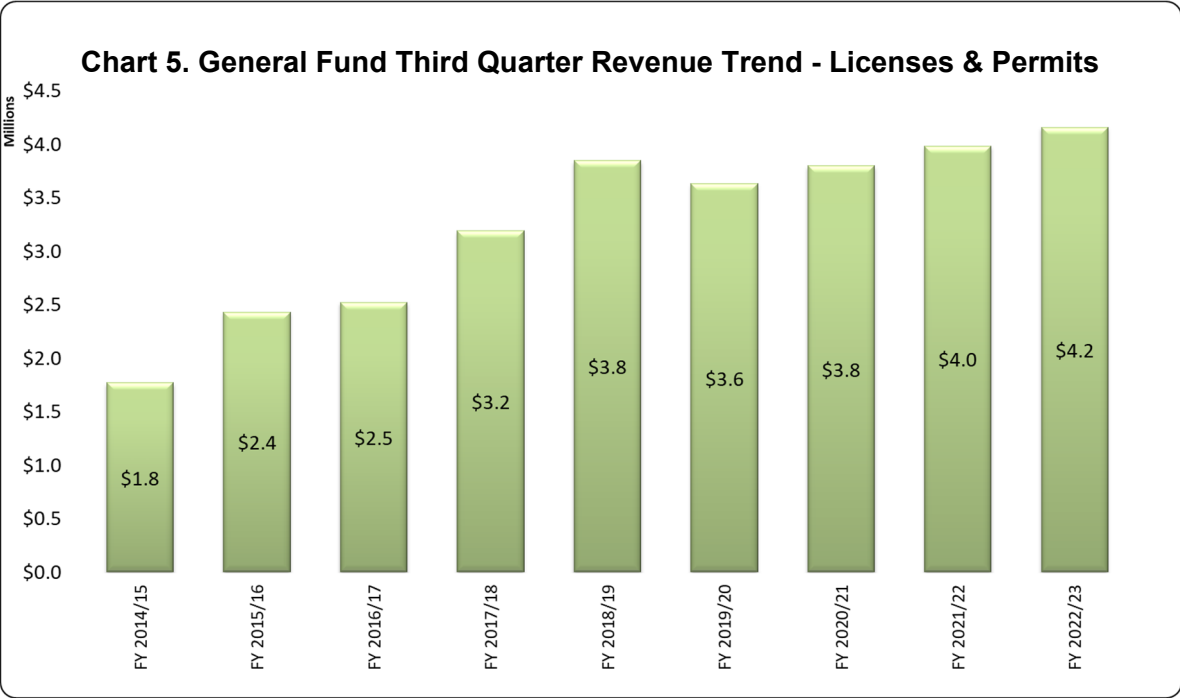
Based on historical averages of actual receipts, the City is estimated to receive 69% of the budgeted Other Taxes revenue through Third Quarter. The City has currently received 79% through Third Quarter.



**Licenses & Permits**

Licenses & Permits are primarily composed of Business Permits, to include Cannabis Business Permits, as well as Animal Licenses, Building, Electrical, Mechanical, Plumbing and other permits. Collectively, Licenses & Permits were conservatively budgeted to increase by 2% as compared to the FY 2021/22 Amended Budget.

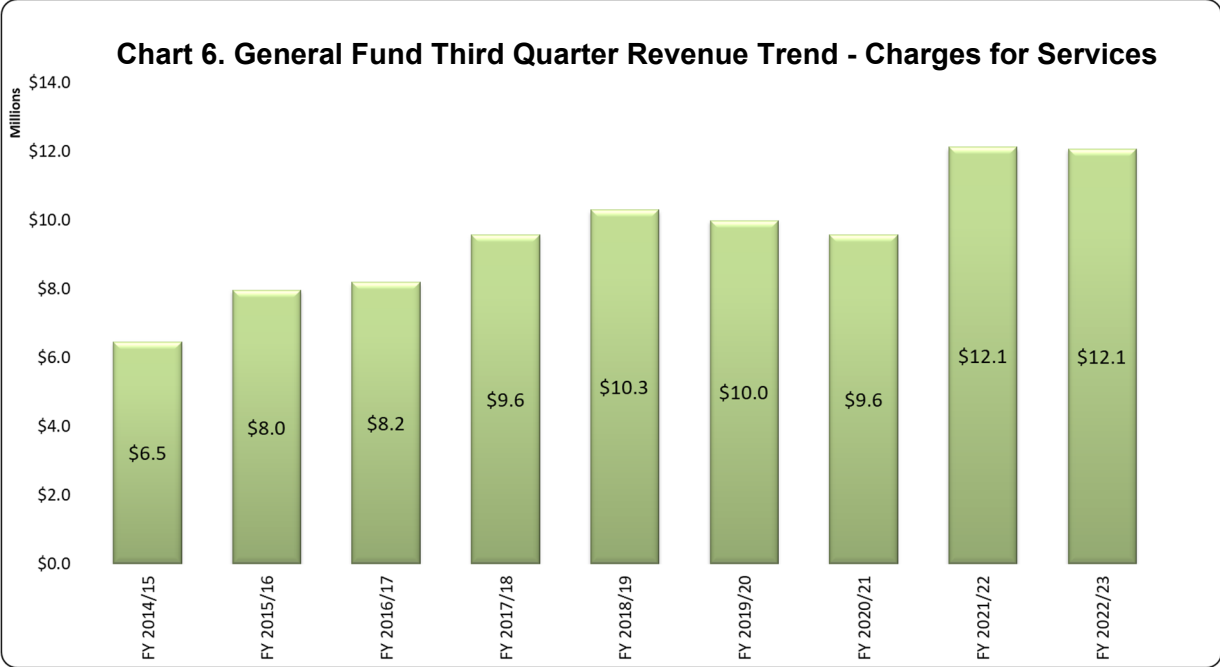
Based on historical averages of actual receipts, the City is estimated to receive 86% of the budgeted Licenses & Permits revenue through Third Quarter. The City has currently received 74% through Third Quarter. The collection rate is related primarily to building and business license permit activities.



**Charges for Services**

Charges for Services are primarily composed of Plan Check Fees, Inspection Fees, Administrative Charges to other funds, and Parking Control Fines. Collectively, Charges for Services were conservatively budgeted to decrease by 2% as compared to the FY 2021/22 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 77% of the budgeted Charges for Services revenue through Third Quarter. The City has currently received 86% through Third Quarter.



***Use of Money and Property***

Investment income continues to remain low due to extremely low rates of return for fixed income investments but has increased over the last year due to actions taken by the Federal Open Market Committee (FOMC). The investments achieved a Yield to Maturity (YTM) for March 2023 of 1.81%. In addition, the City maintained funds in the State Local Agency Investment Fund Pool (LAIF) with a YTM of 2.831%. LAIF is realizing considerable investment gains based on the increases to the Federal Funds target rate increase. FOMC is expected to keep rates higher thru 2023 with no reductions until 2024. The FOMC target rate is currently 5.00% to 5.25%. Staff will continue to monitor closely to insure we maximize our investment income going forward.

## General Fund Expenditures

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

**Table 4. General Fund Expenditures**

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Department</b>				
City Council	\$ 989,295	\$ 1,026,248	\$ 622,843	60.7%
City Clerk	926,131	1,223,051	332,893	27.2%
City Manager	1,635,916	2,332,268	1,231,205	52.8%
City Attorney	486,154	486,154	834,810	171.7%
Community Development	10,835,694	13,325,450	7,710,900	57.9%
Economic Development	2,237,740	2,237,740	1,391,894	62.2%
Financial & Management Services	13,755,573	15,131,614	9,247,729	61.1%
Public Works	9,995,500	12,339,580	7,330,712	59.4%
Non-Departmental	6,143,292	36,240,567	23,815,048	65.7%
<b>Non-Public Safety Subtotal</b>	<b>\$ 47,005,295</b>	<b>\$ 84,342,672</b>	<b>\$ 52,518,034</b>	<b>62.3%</b>
<b>Public Safety</b>				
Police	\$ 53,936,492	\$ 40,939,528	\$ 19,373,295	47.3%
Fire	23,579,625	20,315,535	14,152,963	69.7%
<b>Public Safety Subtotal</b>	<b>\$ 77,516,117</b>	<b>\$ 61,255,063</b>	<b>\$ 33,526,258</b>	<b>54.7%</b>
<b>Total</b>	<b>\$ 124,521,412</b>	<b>\$ 145,597,735</b>	<b>\$ 86,044,292</b>	



## OTHER KEY FUNDS

The following summaries describe other major funds in the City.

**Moreno Valley Community Services District**

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

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

**Table 5. CSD Operations**

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 6,066,819	\$ 6,066,819	\$ 4,129,363	68.1%
Other Taxes	6,727,600	6,727,600	3,955,620	58.8%
Intergovernmental	-	32,035	56,366	176.0%
Charges for Services	5,918,779	5,918,779	3,432,479	58.0%
Use of Money & Property	1,122,455	995,954	685,258	68.8%
Fines & Forfeitures	30,000	30,000	2,258	7.5%
Miscellaneous	25,210	25,210	24,629	97.7%
Transfers In	1,753,761	8,754,354	5,982,240	68.3%
<b>Total Revenues</b>	<b>\$ 21,644,624</b>	<b>\$ 28,550,751</b>	<b>\$ 18,268,213</b>	<b>64.0%</b>
<b>Expenditures:</b>				
Library Services Fund (5010)	\$ 3,070,222	\$ 3,204,286	\$ 2,229,780	69.6%
Zone A Parks Fund (5011)	10,514,329	18,652,185	8,607,573	46.1%
LMD 2014-01 Residential Street Lighting Fund (5012)	1,657,218	1,657,218	795,762	48.0%
Zone C Arterial Street Lighting Fund (5110)	954,443	954,443	494,104	51.8%
Zone D Standard Landscaping Fund (5111)	1,755,907	2,662,003	699,400	26.3%
Zone E Extensive Landscaping Fund (5013)	420,745	471,745	225,479	47.8%
5014 LMD 2014-02	3,303,829	3,453,225	1,613,256	46.7%
5016 CFD 2021-01 Parks Fac Maint	-	77,000	49,610	64.4%
Zone M Median Fund (5112)	429,025	598,074	165,171	27.6%
CFD No. 1 (5113)	1,751,212	1,699,041	832,279	49.0%
Zone S Financial & Management Svcs (5114)	89,132	89,132	54,749	61.4%
5211 Zone A Parks - Restricted Assets	-	47,000	-	0.0%
<b>Total Expenditures</b>	<b>\$ 23,946,062</b>	<b>\$ 33,565,352</b>	<b>\$ 15,767,163</b>	<b>47.0%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (2,301,438)</b>	<b>\$ (5,014,601)</b>	<b>\$ 2,501,050</b>	

## Community Services District Zone A – Parks & Community Services

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

**Table 6. CSD Zone A Operations**

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 3,294,219	\$ 3,294,219	\$ 2,124,062	64.5%
Other Taxes	4,977,000	4,977,000	2,796,603	56.2%
Charges for Services	1,191,129	1,191,129	785,647	66.0%
Use of Money & Property	969,755	969,754	655,493	67.6%
Miscellaneous	25,200	25,200	15,565	61.8%
Transfers In	-	6,991,362	5,243,526	75.0%
<b>Total Revenues</b>	<b>\$ 10,457,303</b>	<b>\$ 17,448,664</b>	<b>\$ 11,620,896</b>	<b>66.6%</b>
<b>Expenditures:</b>				
35010 Parks & Comm Svcs - Admin	\$ 957,175	\$ 1,207,175	\$ 647,539	53.6%
35210 Park Maintenance - General	3,983,393	5,009,650	3,085,369	61.6%
35211 Contract Park Maintenance	472,130	472,130	251,942	53.4%
35212 Park Ranger Program	386,401	213,283	206,376	96.8%
35213 Golf Course Program	497,739	497,739	335,343	67.4%
35214 Parks Projects	89,846	89,846	68,259	76.0%
35310 Senior Program	629,202	629,202	477,934	76.0%
35311 Community Services	345,817	345,817	272,979	78.9%
35312 Community Events	269,983	299,983	422,587	140.9%
35313 Conf & Rec Cntr	476,133	476,133	362,027	76.0%
35314 Conf & Rec Cntr - Banquet	385,340	385,340	265,141	68.8%
35315 Recreation Programs	1,207,890	1,207,890	928,273	76.9%
35317 July 4th Celebration	111,990	111,990	103,985	92.9%
35318 Sports Programs	629,285	629,285	434,538	69.1%
35319 Towngate Community Center	30,200	30,200	26,215	86.8%
35320 Amphitheater	41,805.00	41,805	14,945	35.7%
80003 CIP - Buildings	-	789,200	679,023	86.0%
80007 CIP - Parks	-	6,000,000	20,060	0.3%
95011 Non-Dept Zone A Parks	-	215,517	5,037	2.3%
<b>Total Expenditures</b>	<b>\$ 10,514,329</b>	<b>\$ 18,652,185</b>	<b>\$ 8,607,573</b>	<b>46.1%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (57,026)</b>	<b>\$ (1,203,521)</b>	<b>\$ 3,013,323</b>	

## Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance, and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 7,860 customers. As it reaches fiscal and operational maturity, MVU will continue to be a key component of the City's economic development strategy. The City Council has established special tiered rates for electric utility customers based upon factors such as the number of jobs created.

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

**Table 7. MVU Operations**

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Actuals as of 3/31/23 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Charges for Services	\$ 40,397,448	\$ 40,397,448	\$ 36,143,742	89.5%
Use of Money & Property	333,000	333,000	560,632	168.4%
Miscellaneous	152,500	152,500	2,666,079	1748.2%
<b>Total Revenues</b>	<b>\$ 40,882,948</b>	<b>\$ 40,882,948</b>	<b>\$ 39,370,452</b>	<b>96.3%</b>
<b>Expenditures:</b>				
45510 Electric Utility - General	\$ 29,259,887	\$ 33,937,697	\$ 24,446,063	72.0%
45511 Public Purpose Program	1,646,686	2,457,449	870,580	35.4%
45512 SCE Served Street Lights	838,525	1,016,110	541,839	53.3%
80005 CIP - Electric Utility	5,300,900	11,547,366	886,381	7.7%
96010 Non-Dept Electric	-	-	4,496	0.0%
96030 Non-Dept 2005 Lease Revenue Bonds	2,639,000	2,639,000	1,233,499	46.7%
96012 Non-Dept Electric-Public Purpose	-	-	3,600	0.0%
96021 Non-Dept 2016 Tax LRB of 07 Tax	783,287	-	-	0.0%
96031 Non-Dept 2013 Refunding 05 LRB	4,692	4,692	176,392	3759.4%
96032 Non-Dept 2014 Refunding 2005 LRB	119,418	119,418	59,827	50.1%
96040 Non-Dept 2015 Taxable LRB	433,871	-	-	0.0%
96041 Non-Dept 2021 LRB Refinance	-	632,768	321,584	50.8%
96050 Non-Dept 2018 Streetlight Fin	359,307	-	-	0.0%
96051 Non-Dept 2021 Streetlight Refin.	-	238,269	356,936	149.8%
96060 Non-Dept 2019 Taxable LRB	636,625	636,625	318,975	50.1%
<b>Total Expenditures</b>	<b>\$ 42,022,198</b>	<b>\$ 53,229,394</b>	<b>\$ 29,220,171</b>	<b>54.9%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (1,139,250)</b>	<b>\$ (12,346,446)</b>	<b>\$ 10,150,281</b>	

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

## SUMMARY

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

The economic climate is ever changing and for these reasons the City must remain optimistically cautious and only increase revenues when they are received. Staff will continue to monitor and request quarterly revenue adjustments based on this approach. These revenue adjustments will be offset by replenishing our expenditure levels accordingly.

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

RATIFICATION ONLY \$ 18,203,372

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2022/23 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial & Management Services	1010	Rotational Tow	1010-30-33-25020-501040		\$ -	\$ 61,000	\$ 61,000	Budget true-up
Financial & Management Services	1010	Business Gross Receipts	1010-30-33-25212-405000		2,533,787	378,106	2,911,893	Budget true-up
Financial & Management Services	1010	Business License	1010-30-33-25212-420010		525,000	16,190	541,190	Budget true-up
Financial & Management Services	1010	Business License Penalty	1010-30-33-25212-440040		40,000	92,452	132,452	Budget true-up
Financial & Management Services	1010	Interest Income - Other	1010-30-33-25212-460200		-	14,383	14,383	Budget true-up
Financial & Management Services	1010	False Alarm Fees	1010-30-36-25110-500100		60,000	(45,000)	15,000	Projected revenues
Financial & Management Services	1010	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510		93,643	44,000	137,643	Projected revenues
Fire	1010	Transfers in - from TECHNOLOGY SERVICES RESERVE	1010-99-99-91010-807230		-	106,000	106,000	Projected revenues
Public Works	1010	Claims-Judgemnts-Settlmnt	1010-99-99-91010-580010		-	1,889,421	1,889,421	Projected revenues
<b>REVENUE TOTAL</b>					<b>\$ 3,252,430</b>	<b>\$ 2,556,552</b>	<b>\$ 5,808,982</b>	

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2022/23 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
City Council	1010	Council - Dist 4 Discretionary	1010-10-01-10014-620114		\$ 4,487	\$ 1,487	\$ 5,974	Reallocation of budget
City Council	1010	Training & Travel	1010-10-01-10014-620510		4,494	494	4,988	Reallocation of budget
City Council	1010	Council - Mayor Discretionary	1010-10-01-10015-620130		9,000	3,000	12,000	Reallocation of budget
City Council	1010	Training & Travel	1010-10-01-10015-620510		6,625	(5,375)	1,250	Reallocation of budget
Public Works	1010	Transfers to FACILITY CONST FUND	1010-99-99-91010-903000		3,300,000	48,000	3,348,000	Reallocation of CIP funds
Public Works	1010	Transfers to CAPITAL PROJECTS REIMBURSEMENT	1010-99-99-91010-903008		26,745,287	1,254,670	27,999,957	Reallocation of CIP funds
<b>EXPENSES TOTAL</b>					<b>\$ 30,069,893</b>	<b>\$ 1,302,276</b>	<b>\$ 31,372,169</b>	

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

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2022/23 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Economic Development	2300	Other Grant-Operating Revenue	2300-22-92-72211-489000		\$ -	\$ 149,000	\$ 149,000	Grant Award Adjusted
Financial & Management Services	2019	Development Impact Fees	2019-99-99-92019-506000		300,000	1,480,041	1,780,041	Budget true-up
Financial & Management Services	2200	Waste Managmt. Recycling	2200-30-34-77311-486200		51,375	69,053	120,428	Grant Award Adjusted
Financial & Management Services	2207	State Grant-Operating Revenue	2207-30-34-77415-486000		27,244	23,191	50,435	Grant Award Adjusted
Financial & Management Services	2901	Development Impact Fees	2901-99-95-92901-506000		979,505	1,079,445	2,058,950	Budget true-up
Financial & Management Services	2903	Development Impact Fees	2903-99-95-92903-506000		241,000	176,531	417,531	Budget true-up
Financial & Management Services	2904	Development Impact Fees	2904-99-95-92904-506000		100,000	177,733	277,733	Budget true-up
Financial & Management Services	2907	Development Impact Fees	2907-99-95-92907-506000		140,000	138,916	278,916	Budget true-up
Financial & Management Services	2908	Development Impact Fees	2908-99-95-92908-506000		52,100	157,979	210,079	Budget true-up
Financial & Management Services	2909	Development Impact Fees	2909-99-95-92909-506000		28,800	88,608	117,408	Budget true-up
Financial & Management Services	2910	Development Impact Fees	2910-99-95-92910-506000		16,000	211,305	227,305	Budget true-up
Financial & Management Services	2911	Development Impact Fees	2911-99-95-92911-506000		691,622	412,917	1,104,539	Budget true-up
Financial & Management Services	2912	Development Impact Fees	2912-99-95-92912-506000		3,400	62,218	65,618	Budget true-up
Financial & Management Services	2913	Development Impact Fees	2913-99-95-92913-506000		6,100	22,133	28,233	Budget true-up
Financial & Management Services	2914	Development Impact Fees	2914-99-95-92914-506000		-	140,425	140,425	Budget true-up
Financial & Management Services	2914	Dev Impact Fee - 2% Study Update	2914-99-95-92914-506080		50,000	(50,000)	-	Budget true-up
Financial & Management Services	2915	Development Impact Fees	2915-99-95-92915-506000		0	2,980	2,980	Budget true-up
Financial & Management Services	2916	Development Impact Fees	2916-99-95-92916-506000		0	32,792	32,792	Budget true-up

Attachment: Attachment 1 - Proposed Amendments (6223 : FISCAL YEAR 2022/23 THIRD QUARTER

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

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2022/23 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Parks & Community Services	5016	Special Taxes	5016-50-57-25727-404000		0	39,500	39,500	Projected revenues
Police	2410	State Grant-Operating Revenue	2410-60-69-76012-486000		488,678	44,159	532,837	Grant Award Adjusted
Public Works	2000	State Gas Tax 2107	2000-99-99-92000-408000		1,845,936	103,355	1,949,291	Projected revenues
Public Works	2000	State Gas Tax 2106	2000-99-99-92000-408020		813,864	55,403	869,267	Projected revenues
Public Works	2000	State Gas Tax 2105	2000-99-99-92000-408030		1,351,185	64,541	1,415,726	Projected revenues
Public Works	2000	State Gas Tax 2103	2000-99-99-92000-408040		2,062,635	(42,580)	2,020,055	Projected revenues
Public Works	2000	State Gas Tax - RMRA	2000-99-99-92000-408060		4,773,795	470,569	5,244,364	Projected revenues
Public Works	2001	RCTC - Sales Tax	2001-99-99-92001-480180		5,710,000	659,000	6,369,000	Projected revenues
Public Works	2008	Parcel Fees	2008-99-99-92008-500800		577,472	186,702	764,174	Projected revenues
Public Works	3000	Transfers in - from GENERAL FUND	3000-99-99-93000-801010		3,300,000	48,000	3,348,000	Reallocation of CIP funds
Public Works	3000	Reimbursement Agreement	3000-99-99-93000-500600	801 0021 70 77-3000-98	7,026,719	6,650,147	13,676,866	Reallocation of CIP funds
Public Works	3000	Reimbursement Agreement	3000-99-99-93000-500600	801 0087-3000-98	7,026,719	376,572	7,403,291	Reallocation of CIP funds
Public Works	3008	Transfers in - from GENERAL FUND	3008-99-99-93008-801010		26,745,287	1,254,670	27,999,957	Reallocation of CIP funds
<b>REVENUE TOTAL</b>					<b>\$ 64,409,436</b>	<b>\$ 14,285,305</b>	<b>\$ 78,694,741</b>	
Economic Development	2300	Contractual Svcs - Other	2300-22-92-72211-625099		\$ -	\$ 149,000	\$ 149,000	Grant Award Adjusted
Financial & Management Services	2200	Salaries-Regular	2200-30-34-77311-611110		26,986	37,019	64,005	Grant Award Adjusted
Financial & Management Services	2200	Marketing Svcs - PR/Promotions	2200-30-34-77311-620620		426	15,000	15,426	Grant Award Adjusted
Financial & Management Services	2200	Oper Mtrls - Other	2200-30-34-77311-630399		-	20,000	20,000	Grant Award Adjusted
Financial & Management Services	2207	Salaries-Regular	2207-30-34-77415-611110		27,244	23,191	50,435	Grant Award Adjusted
Financial & Management Services	7510	Transfers to GENERAL FUND	7510-99-97-88120-901010		-	44,000	44,000	Projected expenses
Fire	7230	Transfers to GENERAL FUND	7230-99-99-97230-901010		-	106,000	106,000	Projected expenses
Police	2410	Agency Svcs - Cnty	2410-60-69-76012-620320		488,678	44,159	532,837	Grant Award Adjusted
Public Works	2000	Oper Mtrls - Improvements	2000-70-78-45311-630332		53,000	75,000	128,000	Projected expenses
Public Works	2000	Oper Mtrls - Fuel: Gasoline	2000-70-78-45311-630355		30,000	77,000	107,000	Projected expenses
Public Works	2001	Oper Mtrls - Improvements	2001-70-76-45122-630332		204,058	12,000	216,058	Projected expenses
Public Works	2001	Oper Mtrls - Fuel: Gasoline	2001-70-76-45122-630355		13,000	11,000	24,000	Projected expenses
Public Works	3000	CIP Other	3000-70-77-80001-720199	801 0077-3000-99	7,026,719	48,000	7,074,719	Reallocation of CIP funds
Public Works	3000	CIP Other	3000-70-77-80001-720199	801 0021 70 77-3000-99	7,026,719	6,650,147	13,676,866	Reallocation of CIP funds
Public Works	3000	CIP Other	3000-70-77-80001-720199	801 0087-3000-99	7,026,719	376,572	7,403,291	Reallocation of CIP funds
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0021 70 77-3008-99	52,599,174	1,254,670	53,853,844	Reallocation of CIP funds
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0090-3008-99	52,599,174	400,000	52,999,174	Reallocation of CIP funds
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0096-3008-99	52,599,174	(400,000)	52,199,174	Reallocation of CIP funds
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0093-3008-99	52,599,174	(20,970)	52,578,204	Reallocation of CIP funds
Public Works	3008	CIP Other	3008-70-77-80001-720199	801 0097-3008-99	52,599,174	20,970	52,620,144	Reallocation of CIP funds
Public Works	6010	Purchased Power	6010-70-80-45510-710110		14,311,500	2,200,000	16,511,500	Projected expenses
Public Works	6010	Distribution Share	6010-70-80-45510-710122		7,640,000	1,250,000	8,890,000	Projected expenses
<b>EXPENSES TOTAL</b>					<b>\$ 306,870,919</b>	<b>\$ 12,392,758</b>	<b>\$ 319,263,677</b>	

Attachment: Attachment 1 - Proposed Amendments (6223 : FISCAL YEAR 2022/23 THIRD QUARTER

RESOLUTION NO. 2023-XX

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

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

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

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

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

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

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

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

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

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

1  
Resolution No. 2023-XX  
Date Adopted: June 20, 2023

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

2. The Proposed Amendments to the City Position Summary, included as Exhibit A to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby adopted as part of the Approved City Position Summary of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
3. The Proposed Amendments to the Career Positions Salary Schedule, included as Exhibit B to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby adopted as part of the Approved Career Positions Salary Schedule of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
4. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
 City Clerk

APPROVED AS TO FORM:

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

2  
 Resolution No. 2023-XX  
 Date Adopted: June 20, 2023

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)



**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2023-XX<sup>3</sup>  
Date Adopted: June 20, 2023

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Accountant I	1	-	1	-	1
Accountant II	1	-	1	-	1
Accounting Assistant	3	(1)	2	-	2
Accounting Technician	1	-	1	-	1
Accounts Payable Supervisor	1	-	1	-	1
Administrative Assistant	7	3	10	-	10
Animal Care Technician	5	-	5	-	5
Animal Care Technician Supervisor	1	-	1	-	1
Animal Control Officer	6	-	6	-	6
Animal Rescue Coordinator	1	-	1	-	1
Animal Services Assistant	4	-	4	-	4
Animal Services Dispatcher	1	-	1	-	1
Animal Services Division Manager	1	-	1	-	1
Animal Services Field Supervisor	1	-	1	-	1
Animal Services License Inspector	1	-	1	-	1
Animal Services Office Supervisor	1	-	1	-	1
Applications & Database Administrator	1	-	1	-	1
Applications Analyst	1	1	2	-	2
Assistant City Manager (Administration)	1	-	1	-	1
Assistant City Manager (Development)	1	-	1	-	1
Assistant to the City Manager	1	-	1	-	1
Assistant Crossing Guard Supervisor	1	-	1	-	1
Assistant Engineer	2	-	2	-	2
Assistant Network Administrator	1	-	1	-	1
Associate Engineer I	2	-	2	-	2
Associate Engineer II	3	-	3	-	3
Associate Planner	4	-	4	-	4
Audio Visual Technician	2	-	2	-	2
Banquet Facility Representative	1	-	1	-	1
Building Division Manager/Official	1	-	1	-	1
Building Inspector II	4	(1)	3	-	3
Building Safety Supervisor	1	-	1	-	1
Business License Liaison	1	-	1	-	1
Chief Financial Officer	-	1	1	-	1
Child Care Assistant	4	-	4	-	4
Child Care Instructor II	4	-	4	-	4
Child Care Program Manager	1	-	1	-	1
Child Care Site Supervisor	4	-	4	-	4
City Clerk	1	-	1	-	1
City Manager	1	-	1	-	1
Community Development Director	1	-	1	-	1
Community Enhancement Division Manager	1	-	1	-	1
Community Enhancement Officer I	6	-	6	-	6
Community Enhancement Officer II	3	-	3	-	3
Community Enhancement Supervisor	1	-	1	-	1
Community Services Assistant Coordinator	4	-	4	-	4
Community Services Coordinator	4	-	4	-	4
Community Services Division Manager	1	-	1	-	1
Community Services Supervisor	4	-	4	-	4
Construction Inspector	2	-	2	-	2
Construction Inspector Supervisor	1	-	1	-	1
Crossing Guard	35	-	35	-	35
Crossing Guard Supervisor	1	-	1	-	1
Customer Service Manager	1	-	1	-	1
Deputy City Clerk	1	-	1	-	1

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23	2023/24	2023/24	2024/25	2024/25
	No.	Adj.	No.	Adj.	No.
Deputy City Manager	1	-	1	-	1
Deputy Compliance Director	-	1	1	-	1
Deputy Finance Director	1	-	1	-	1
Economic Development Division Manager	2	-	2	-	2
Economic Development & Housing Director	-	1	1	-	1
Electric Utility Chief Engineer	1	-	1	-	1
Electric Utility Division Manager	1	-	1	-	1
Electric Utility Program Coordinator	1	-	1	-	1
Emergency Management & Volunteer Services Program Manager	1	-	1	-	1
Emergency Management & Volunteer Services Program Specialist	1	-	1	-	1
Engineering Division Manager/Assistant City Engineer	1	-	1	-	1
Enterprise Systems Administrator	1	-	1	-	1
Equipment Operator	6	-	6	-	6
Executive Assistant I	5	-	5	-	5
Executive Assistant to Mayor/City Council	1	-	1	-	1
Facilities Maintenance Mechanic	1	-	1	-	1
Facilities Maintenance Worker	3	-	3	-	3
Financial Operations Division Manager	1	-	1	-	1
Financial Resources Division Manager	1	-	1	-	1
Fleet & Facilities Division Manager	1	-	1	-	1
Fleet & Facilities Maintenance Supervisor	1	-	1	-	1
GIS Administrator	1	-	1	-	1
GIS Applications Analyst	1	-	1	-	1
GIS Specialist	1	-	1	-	1
Grants Division Manager	1	-	1	-	1
Grants Program Manager	1	-	1	-	1
Human Resources Analyst	1	-	1	-	1
Human Resources Director	-	1	1	-	1
Human Resources Division Manager	1	-	1	-	1
Human Resources Technician	-	2	2	-	2
Information Technology Technician	2	-	2	-	2
Landscape Services Inspector	2	-	2	-	2
Lead Facilities Maintenance Worker	1	-	1	-	1
Lead Maintenance Worker	4	-	4	-	4
Lead Parks Maintenance Worker	7	-	7	-	7
Lead Traffic Sign/Marking Technician	2	-	2	-	2
Lead Vehicle/Equipment Technician	1	-	1	-	1
Maintenance & Operations Division Manager	1	-	1	-	1
Maintenance Worker I/II	27	-	27	-	27
Maintenance Worker/Work Release Coordinator	1	-	1	-	1
Management Aide	7	-	7	-	7
Management Analyst	8	(1)	7	-	7
Management Assistant	10	2	12	-	12
Media & Communications Division Manager	1	-	1	-	1
Network Administrator	1	-	1	-	1
Network & Systems Specialist	1	-	1	-	1
Paralegal	1	-	1	-	1
Park Ranger	4	-	4	-	4
Parking Control Officer	2	-	2	-	2
Parks & Community Services Administration & Financial Services Division Manager	-	1	1	-	1
Parks & Community Services Director	1	-	1	-	1
Parks & Landscape Services Division Manager	1	-	1	-	1
Parks Maintenance Supervisor	2	-	2	-	2
Parks Maintenance Worker	18	-	18	-	18
Parks Project Manager	1	-	1	-	1

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Payroll Supervisor	1	-	1	-	1
Permit Technician	4	-	4	-	4
Planning Division Manager/Official	1	-	1	-	1
Principal Accountant	1	-	1	-	1
Principal Engineer	2	-	2	-	2
Principal Engineer/City Traffic Engineer	1	-	1	-	1
Principal Planner	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	1	-	1	-	1
Public Safety Contracts Administrator	1	-	1	-	1
Purchasing Division Manager	1	-	1	-	1
Public Works Director/City Engineer	1	-	1	-	1
Recycling Specialist	1	1	2	-	2
Registered Veterinary Technician	1	-	1	-	1
Resource Analyst	1	-	1	-	1
Security Guard	2	-	2	-	2
Senior Accountant	4	-	4	-	4
Senior Administrative Assistant	13	(1)	12	-	12
Senior Applications Analyst	1	1	2	-	2
Senior Building Inspector	-	1	1	-	1
Senior Community Enhancement Officer	2	-	2	-	2
Senior Construction Inspector	2	-	2	-	2
Senior Deputy City Clerk	1	-	1	-	1
Senior Electrical Engineer	1	-	1	-	1
Senior Engineer, P.E.	5	-	5	-	5
Senior Equipment Operator	1	-	1	-	1
Senior Graphics Designer	1	-	1	-	1
Senior Human Resources Analyst	1	-	1	-	1
Senior Landscape Services Inspector	1	-	1	-	1
Senior Management Analyst	13	2	15	-	15
Senior Office Assistant	3	-	3	-	3
Senior Parking Control Officer	1	-	1	-	1
Senior Parks Maintenance Technician	2	-	2	-	2
Senior Payroll Technician	1	-	1	-	1
Senior Permit Technician	3	-	3	-	3
Senior Planner	1	-	1	-	1
Senior Risk Analyst	-	1	1	-	1
Senior Telecommunications Technician	1	-	1	-	1
Senior Traffic Signal Technician	1	-	1	-	1
Special Districts Division Manager	1	-	1	-	1
Special Events & Facilities Division Manager	1	-	1	-	1
Storekeeper	1	1	2	-	2
Strategic Initiatives Manager	1	-	1	-	1
Street Maintenance Supervisor	2	-	2	-	2
Telecommunications Engineer/Administrator	1	-	1	-	1
Telecommunications Technician	1	-	1	-	1
Traffic Operations Supervisor	1	-	1	-	1
Traffic Signal Technician	2	-	2	-	2
Traffic Sign/Marking Technician I	1	-	1	-	1
Traffic Sign/Marking Technician II	2	-	2	-	2
Utility Finance Manager	1	-	1	-	1
Vehicle/Equipment Technician	3	-	3	-	3
<b>Total</b>	<b>386</b>	<b>16</b>	<b>402</b>	<b>-</b>	<b>402</b>

Note: Excludes City Council Members, Planning Commissioners and temporary positions.

Per Municipal Code 2.18.010, the Planning Commission shall consist of seven members who shall receive such compensation as may be established from time to time by resolution of the City Council.

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
				5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Accountant II	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Accounting Assistant	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Accounting Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Accounts Payable Supervisor	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Administrative Assistant	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Animal Care Technician	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Care Technician Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Animal Control Officer	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Animal Rescue Coordinator	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Assistant	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Dispatcher	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Animal Services Field Supervisor	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Animal Services License Inspector	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Office Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Applications & Database Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant to the City Manager	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Assistant Crossing Guard Supervisor	NE	C05	Annual	36,046.40	36,046.40	37,856.00	39,748.80	39,748.80	41,745.60	41,745.60	43,825.60	43,825.60
			Monthly	3,003.87	3,003.87	3,154.67	3,312.40	3,312.40	3,478.80	3,478.80	3,652.13	3,652.13
			Hourly	17.3300	18.2000	18.2000	19.1100	19.1100	20.0700	20.0700	21.0700	21.0700
Assistant Engineer	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant Network Administrator	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Associate Engineer I	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Associate Engineer II	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Associate Planner	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Audio Visual Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Banquet Facility Representative	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Building Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Building Safety Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Business License Liaison	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Child Care Assistant	GRA	CC09	Annual	33,912.32	2,246.40	36,628.80	36,628.80	44,512.00	46,737.60	49,067.20	51,521.60	54,100.80
			Monthly	2,826.03	187.20	3,052.40	3,052.40	3,709.33	3,894.80	4,088.93	4,293.47	4,508.40
			Hourly	17.6100	18.4900	19.4100	20.3800	21.4000	22.4700	23.5900	24.7700	26.0100
Child Care Instructor II	GRA	CC11	Annual	39,561.60	41,537.60	43,617.60	45,801.60	48,089.60	50,502.40	53,019.20	54,350.40	55,702.40
			Monthly	3,296.80	3,461.47	3,634.80	3,816.80	4,007.47	4,208.53	4,418.27	4,529.20	4,641.87
			Hourly	19.0200	19.9700	20.9700	22.0200	23.1200	24.2800	25.4900	26.1300	26.7800
Child Care Program Manager	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Child Care Site Supervisor	GRA	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Community Enhancement Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Community Enhancement Officer I	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Community Enhancement Officer II	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Community Enhancement Supervisor	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Community Services Assistant Coordinator	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Community Services Coordinator	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Community Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60	
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47	
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200	
Construction Inspector	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80	
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73	
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100	
Construction Inspector Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80	
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07	
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100	
Crossing Guard Supervisor	NE	C07	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80	
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07	
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100	
Customer Service Manager	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20	
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93	
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900	
Deputy City Clerk	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20	
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93	
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400	
Deputy City Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Deputy Compliance Director	DMG	C35	Annual	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	193,481.60	198,328.00	203,278.40	
			Monthly	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	16,123.47	16,527.33	16,939.87	
			Hourly	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	93.0200	95.3500	97.7300	
Deputy Finance Director	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Economic Development Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Electric Utility Chief Engineer	PAM	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Electric Utility Division Manager	DMG	C36	Annual	158,891.20	166,836.80	175,177.60	183,934.40	193,128.00	202,779.20	212,908.80	218,233.60	223,683.20	
			Monthly	13,240.93	13,903.07	14,598.13	15,327.87	16,094.00	16,898.27	17,742.40	18,186.13	18,640.27	
			Hourly	76.3900	80.2100	84.2200	88.4300	92.8500	97.4900	102.3600	104.9200	107.5400	
Electric Utility Program Coordinator	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40	
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53	
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300	
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Enterprise Systems Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Equipment Operator	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Executive Assistant I	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Facilities Maintenance Mechanic	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Facilities Maintenance Worker	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Financial Operations Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Financial Resources Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Fleet & Facilities Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
GIS Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
GIS Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
GIS Specialist	NE	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Grants Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Grants Program Manager	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Human Resources Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Human Resources Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Human Resources Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Information Technology Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Landscape Services Inspector	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Facilities Maintenance Worker	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Maintenance Worker	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Lead Parks Maintenance Worker	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Lead Traffic Sign/Marking Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Vehicle/Equipment Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Maintenance & Operations Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Maintenance Worker II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Management Aide	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Management Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Management Assistant	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Media & Communications Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Network Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Network & Systems Specialist	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Paralegal	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Park Ranger	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Parking Control Officer	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Parks & Landscape Services Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Parks Maintenance Worker	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks Project Manager	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Payroll Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Permit Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Planning Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Principal Accountant	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Principal Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Planner	PAM	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Public Safety Contracts Administrator	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Purchasing Division Manager	DMG	C32	Annual	118,976.00	124,924.80	131,164.80	137,716.80	144,601.60	151,840.00	159,432.00	163,425.60	167,502.40
			Monthly	9,914.67	10,410.40	10,930.40	11,476.40	12,050.13	12,653.33	13,286.00	13,618.80	13,958.53
			Hourly	57.2000	60.0600	63.0600	66.2100	69.5200	73.0000	76.6500	78.5700	80.5300
Recycling Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Registered Veterinary Technician	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Resource Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Security Guard	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Senior Accountant	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Administrative Assistant	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Senior Applications Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Building Inspector	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Community Enhancement Officer	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Construction Inspector	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Senior Deputy City Clerk	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Senior Electrical Engineer	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Engineer, P.E.	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Equipment Operator	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Graphics Designer	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Senior Human Resources Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Landscape Services Inspector	PAM	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Senior Management Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Office Assistant	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	26.8800	28.2200	29.6300	30.3700	31.1300	31.1800
Senior Parking Control Officer	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Senior Parks Maintenance Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Senior Payroll Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Permit Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Senior Planner	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Risk Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Telecommunications Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Traffic Signal Technician	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Special Districts Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Special Events & Facilities Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Strategic Initiatives Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Street Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Telecommunications Engineer/Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Telecommunications Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Traffic Operations Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Traffic Signal Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Traffic Sign/Marking Technician I	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Traffic Sign/Marking Technician II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Utility Finance Manager	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Vehicle/Equipment Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Accountant II	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20	
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93	
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400	
Accounting Assistant	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Accounting Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	
Accounts Payable Supervisor	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Administrative Assistant	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60	
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80	
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200	
Animal Care Technician	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Care Technician Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40	
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20	
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800	
Animal Control Officer	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Animal Rescue Coordinator	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Services Assistant	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Dispatcher	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80	
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40	
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600	
Animal Services Field Supervisor	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Services License Inspector	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Services Office Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Applications & Database Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant to the City Manager	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Assistant Crossing Guard Supervisor	NE	C05	Annual	38,209.60	38,209.60	40,123.20	42,120.00	42,120.00	44,220.80	44,220.80	46,425.60	46,425.60
			Monthly	3,184.13	3,184.13	3,343.60	3,510.00	3,510.00	3,685.07	3,685.07	3,868.80	3,868.80
			Hourly	18.3700	19.2900	19.2900	20.2500	20.2500	21.2600	21.2600	22.3200	22.3200
Assistant Engineer	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant Network Administrator	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Associate Engineer I	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Associate Engineer II	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Associate Planner	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Audio Visual Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Banquet Facility Representative	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Building Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,880.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600

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**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Building Safety Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Business License Liaison	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Child Care Assistant	GRA	CC09	Annual	36,628.80	2,204.80	38,833.60	38,833.60	47,195.20	49,545.60	52,020.80	54,620.80	57,345.60
			Monthly	3,052.40	183.73	3,236.13	3,236.13	3,932.93	4,128.80	4,335.07	4,551.73	4,778.80
			Hourly	18.6700	19.6000	20.5800	21.6100	22.6900	23.8200	25.0100	26.2600	27.5700
Child Care Instructor II	GRA	CC11	Annual	41,953.60	44,054.40	46,259.20	48,568.00	51,001.60	53,560.00	56,243.20	57,657.60	59,092.80
			Monthly	3,496.13	3,671.20	3,854.93	4,047.33	4,250.13	4,463.33	4,686.93	4,804.80	4,924.40
			Hourly	20.1700	21.1800	22.2400	23.3500	24.5200	25.7500	27.0400	27.7200	28.4100
Child Care Program Manager	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Child Care Site Supervisor	GRA	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Community Enhancement Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Community Enhancement Officer I	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Community Enhancement Officer II	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Community Enhancement Supervisor	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Community Services Assistant Coordinator	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Community Services Coordinator	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Community Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Construction Inspector	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Construction Inspector Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Crossing Guard Supervisor	NE	C07	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Customer Service Manager	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Deputy City Clerk	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Deputy City Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Deputy Compliance Director	DMG	C35	Annual	153,046.40	160,700.80	168,729.60	177,174.40	186,035.20	195,332.80	205,108.80	210,246.40	215,508.80
			Monthly	12,753.87	13,391.73	14,060.80	14,764.53	15,502.93	16,277.73	17,092.40	17,520.53	17,959.07
			Hourly	73.5800	77.2600	81.1200	85.1800	89.4400	93.9100	98.6100	101.0800	103.6100
Deputy Finance Director	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Economic Development Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Electric Utility Chief Engineer	PAM	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Electric Utility Division Manager	DMG	C36	Annual	168,438.40	176,862.40	185,702.40	194,979.20	204,734.40	214,968.00	225,721.60	231,358.40	237,140.80
			Monthly	14,036.53	14,738.53	15,475.20	16,248.27	17,061.20	17,914.00	18,810.13	19,279.87	19,761.73
			Hourly	80.9800	85.0300	89.2800	93.7400	98.4300	103.3500	108.5200	111.2300	114.0100
Electric Utility Program Coordinator	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Enterprise Systems Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Equipment Operator	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Executive Assistant I	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Facilities Maintenance Mechanic	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Facilities Maintenance Worker	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Financial Operations Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Financial Resources Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Fleet & Facilities Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Annual	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
GIS Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
GIS Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900

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**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
GIS Specialist	NE	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Grants Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Grants Program Manager	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Human Resources Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Human Resources Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Human Resources Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Information Technology Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Landscape Services Inspector	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Facilities Maintenance Worker	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Maintenance Worker	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Lead Parks Maintenance Worker	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Lead Traffic Sign/Marking Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Vehicle/Equipment Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Maintenance & Operations Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE												
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00		
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33		
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500		
Maintenance Worker II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80		
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07		
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100		
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60		
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80		
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200		
Management Aide	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Management Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Management Assistant	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20		
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93		
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900		
Media & Communications Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80		
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07		
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600		
Network Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		
Network & Systems Specialist	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Paralegal	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Park Ranger	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60		
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80		
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200		
Parking Control Officer	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00		
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33		
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500		
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80		
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40		
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600		
Parks & Landscape Services Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Parks Maintenance Worker	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks Project Manager	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Payroll Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Permit Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Planning Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Principal Accountant	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Principal Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Planner	PAM	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Public Safety Contracts Administrator	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Purchasing Division Manager	DMG	C32	Annual	126,131.20	132,433.60	139,048.00	145,995.20	153,296.00	160,971.20	169,020.80	173,243.20	177,569.60
			Monthly	10,510.93	11,036.13	11,587.33	12,166.27	12,774.67	13,414.27	14,085.07	14,436.93	14,797.47
			Hourly	60.6400	63.6700	66.8500	70.1900	73.7000	77.3900	81.2600	83.2900	85.3700
Recycling Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200

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**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Resource Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Security Guard	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Senior Accountant	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Administrative Assistant	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Senior Applications Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Building Inspector	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Community Enhancement Officer	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Construction Inspector	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Senior Deputy City Clerk	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Senior Electrical Engineer	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Engineer, P.E.	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Equipment Operator	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Graphics Designer	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &



CITY OF MORENO VALLEY  
SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/06/2024

Table with columns: TITLE, GRP, GRADE, A, B, C, D, E, F, G, H, I. Rows include various job titles such as Senior Human Resources Analyst, Senior Landscape Services Inspector, Senior Management Analyst, Senior Office Assistant, Senior Parking Control Officer, Senior Parks Maintenance Technician, Senior Payroll Technician, Senior Permit Technician, Senior Planner, Senior Risk Analyst, Senior Telecommunications Technician, Senior Traffic Signal Technician, Special Districts Division Manager, and Special Events & Facilities Division Manager.

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Strategic Initiatives Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80	
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07	
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600	
Street Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20	
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93	
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900	
Telecommunications Engineer/Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20	
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93	
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400	
Telecommunications Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60	
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13	
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200	
Traffic Operations Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20	
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27	
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400	
Traffic Signal Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Traffic Sign/Marking Technician I	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80	
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73	
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100	
Traffic Sign/Marking Technician II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Utility Finance Manager	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80	
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40	
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100	
Vehicle/Equipment Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	

Attachment: City Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

RESOLUTION NO. CSD 2023-XX

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

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

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

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

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

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

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

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

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

1. The proposed amendments to the Operating and Capital Budgets, attached as Attachment 1 and as on file in the Office of the City Clerk, and as may

1  
Resolution No. CSD 2023-XX  
Date Adopted: June 20, 2023

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

have been amended by the Community Services District’s Board of Directors, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Community Services District for the Fiscal Year 2022/23.

- 2. The Proposed Amendments to the City Position Summary, included as Exhibit A to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Community Services District’s Board of Directors, is hereby adopted as part of the Approved City Position Summary of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
- 3. The Proposed Amendments to the Career Positions Salary Schedule, included as Exhibit B to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Community Services District’s Board of Directors, is hereby adopted as part of the Approved Career Positions Salary Schedule of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
- 4. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
- 5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

APPROVED AND ADOPTED this 20th day of June, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
Resolution No. CSD 2023-XX  
Date Adopted: June 20, 2023

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-XX was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board members, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2023-XX<sup>3</sup>  
Date Adopted: June 20, 2023

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Accountant I	1	-	1	-	1
Accountant II	1	-	1	-	1
Accounting Assistant	3	(1)	2	-	2
Accounting Technician	1	-	1	-	1
Accounts Payable Supervisor	1	-	1	-	1
Administrative Assistant	7	3	10	-	10
Animal Care Technician	5	-	5	-	5
Animal Care Technician Supervisor	1	-	1	-	1
Animal Control Officer	6	-	6	-	6
Animal Rescue Coordinator	1	-	1	-	1
Animal Services Assistant	4	-	4	-	4
Animal Services Dispatcher	1	-	1	-	1
Animal Services Division Manager	1	-	1	-	1
Animal Services Field Supervisor	1	-	1	-	1
Animal Services License Inspector	1	-	1	-	1
Animal Services Office Supervisor	1	-	1	-	1
Applications & Database Administrator	1	-	1	-	1
Applications Analyst	1	1	2	-	2
Assistant City Manager (Administration)	1	-	1	-	1
Assistant City Manager (Development)	1	-	1	-	1
Assistant to the City Manager	1	-	1	-	1
Assistant Crossing Guard Supervisor	1	-	1	-	1
Assistant Engineer	2	-	2	-	2
Assistant Network Administrator	1	-	1	-	1
Associate Engineer I	2	-	2	-	2
Associate Engineer II	3	-	3	-	3
Associate Planner	4	-	4	-	4
Audio Visual Technician	2	-	2	-	2
Banquet Facility Representative	1	-	1	-	1
Building Division Manager/Official	1	-	1	-	1
Building Inspector II	4	(1)	3	-	3
Building Safety Supervisor	1	-	1	-	1
Business License Liaison	1	-	1	-	1
Chief Financial Officer	-	1	1	-	1
Child Care Assistant	4	-	4	-	4
Child Care Instructor II	4	-	4	-	4
Child Care Program Manager	1	-	1	-	1
Child Care Site Supervisor	4	-	4	-	4
City Clerk	1	-	1	-	1
City Manager	1	-	1	-	1
Community Development Director	1	-	1	-	1
Community Enhancement Division Manager	1	-	1	-	1
Community Enhancement Officer I	6	-	6	-	6
Community Enhancement Officer II	3	-	3	-	3
Community Enhancement Supervisor	1	-	1	-	1
Community Services Assistant Coordinator	4	-	4	-	4
Community Services Coordinator	4	-	4	-	4
Community Services Division Manager	1	-	1	-	1
Community Services Supervisor	4	-	4	-	4
Construction Inspector	2	-	2	-	2
Construction Inspector Supervisor	1	-	1	-	1
Crossing Guard	35	-	35	-	35
Crossing Guard Supervisor	1	-	1	-	1
Customer Service Manager	1	-	1	-	1
Deputy City Clerk	1	-	1	-	1

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Deputy City Manager	1	-	1	-	1
Deputy Compliance Director	-	1	1	-	1
Deputy Finance Director	1	-	1	-	1
Economic Development Division Manager	2	-	2	-	2
Economic Development & Housing Director	-	1	1	-	1
Electric Utility Chief Engineer	1	-	1	-	1
Electric Utility Division Manager	1	-	1	-	1
Electric Utility Program Coordinator	1	-	1	-	1
Emergency Management & Volunteer Services Program Manager	1	-	1	-	1
Emergency Management & Volunteer Services Program Specialist	1	-	1	-	1
Engineering Division Manager/Assistant City Engineer	1	-	1	-	1
Enterprise Systems Administrator	1	-	1	-	1
Equipment Operator	6	-	6	-	6
Executive Assistant I	5	-	5	-	5
Executive Assistant to Mayor/City Council	1	-	1	-	1
Facilities Maintenance Mechanic	1	-	1	-	1
Facilities Maintenance Worker	3	-	3	-	3
Financial Operations Division Manager	1	-	1	-	1
Financial Resources Division Manager	1	-	1	-	1
Fleet & Facilities Division Manager	1	-	1	-	1
Fleet & Facilities Maintenance Supervisor	1	-	1	-	1
GIS Administrator	1	-	1	-	1
GIS Applications Analyst	1	-	1	-	1
GIS Specialist	1	-	1	-	1
Grants Division Manager	1	-	1	-	1
Grants Program Manager	1	-	1	-	1
Human Resources Analyst	1	-	1	-	1
Human Resources Director	-	1	1	-	1
Human Resources Division Manager	1	-	1	-	1
Human Resources Technician	-	2	2	-	2
Information Technology Technician	2	-	2	-	2
Landscape Services Inspector	2	-	2	-	2
Lead Facilities Maintenance Worker	1	-	1	-	1
Lead Maintenance Worker	4	-	4	-	4
Lead Parks Maintenance Worker	7	-	7	-	7
Lead Traffic Sign/Marking Technician	2	-	2	-	2
Lead Vehicle/Equipment Technician	1	-	1	-	1
Maintenance & Operations Division Manager	1	-	1	-	1
Maintenance Worker I/II	27	-	27	-	27
Maintenance Worker/Work Release Coordinator	1	-	1	-	1
Management Aide	7	-	7	-	7
Management Analyst	8	(1)	7	-	7
Management Assistant	10	2	12	-	12
Media & Communications Division Manager	1	-	1	-	1
Network Administrator	1	-	1	-	1
Network & Systems Specialist	1	-	1	-	1
Paralegal	1	-	1	-	1
Park Ranger	4	-	4	-	4
Parking Control Officer	2	-	2	-	2
Parks & Community Services Administration & Financial Services Division Manager	-	1	1	-	1
Parks & Community Services Director	1	-	1	-	1
Parks & Landscape Services Division Manager	1	-	1	-	1
Parks Maintenance Supervisor	2	-	2	-	2
Parks Maintenance Worker	18	-	18	-	18
Parks Project Manager	1	-	1	-	1

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Payroll Supervisor	1	-	1	-	1
Permit Technician	4	-	4	-	4
Planning Division Manager/Official	1	-	1	-	1
Principal Accountant	1	-	1	-	1
Principal Engineer	2	-	2	-	2
Principal Engineer/City Traffic Engineer	1	-	1	-	1
Principal Planner	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	1	-	1	-	1
Public Safety Contracts Administrator	1	-	1	-	1
Purchasing Division Manager	1	-	1	-	1
Public Works Director/City Engineer	1	-	1	-	1
Recycling Specialist	1	1	2	-	2
Registered Veterinary Technician	1	-	1	-	1
Resource Analyst	1	-	1	-	1
Security Guard	2	-	2	-	2
Senior Accountant	4	-	4	-	4
Senior Administrative Assistant	13	(1)	12	-	12
Senior Applications Analyst	1	1	2	-	2
Senior Building Inspector	-	1	1	-	1
Senior Community Enhancement Officer	2	-	2	-	2
Senior Construction Inspector	2	-	2	-	2
Senior Deputy City Clerk	1	-	1	-	1
Senior Electrical Engineer	1	-	1	-	1
Senior Engineer, P.E.	5	-	5	-	5
Senior Equipment Operator	1	-	1	-	1
Senior Graphics Designer	1	-	1	-	1
Senior Human Resources Analyst	1	-	1	-	1
Senior Landscape Services Inspector	1	-	1	-	1
Senior Management Analyst	13	2	15	-	15
Senior Office Assistant	3	-	3	-	3
Senior Parking Control Officer	1	-	1	-	1
Senior Parks Maintenance Technician	2	-	2	-	2
Senior Payroll Technician	1	-	1	-	1
Senior Permit Technician	3	-	3	-	3
Senior Planner	1	-	1	-	1
Senior Risk Analyst	-	1	1	-	1
Senior Telecommunications Technician	1	-	1	-	1
Senior Traffic Signal Technician	1	-	1	-	1
Special Districts Division Manager	1	-	1	-	1
Special Events & Facilities Division Manager	1	-	1	-	1
Storekeeper	1	1	2	-	2
Strategic Initiatives Manager	1	-	1	-	1
Street Maintenance Supervisor	2	-	2	-	2
Telecommunications Engineer/Administrator	1	-	1	-	1
Telecommunications Technician	1	-	1	-	1
Traffic Operations Supervisor	1	-	1	-	1
Traffic Signal Technician	2	-	2	-	2
Traffic Sign/Marking Technician I	1	-	1	-	1
Traffic Sign/Marking Technician II	2	-	2	-	2
Utility Finance Manager	1	-	1	-	1
Vehicle/Equipment Technician	3	-	3	-	3
<b>Total</b>	<b>386</b>	<b>16</b>	<b>402</b>	<b>-</b>	<b>402</b>

Note: Excludes City Council Members, Planning Commissioners and temporary positions.

Per Municipal Code 2.18.010, the Planning Commission shall consist of seven members who shall receive such compensation as may be established from time to time by resolution of the City Council.

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Accountant I	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Accountant II	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Accounting Assistant	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Accounting Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Accounts Payable Supervisor	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Administrative Assistant	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Animal Care Technician	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Care Technician Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Animal Control Officer	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Animal Rescue Coordinator	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Assistant	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Dispatcher	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Animal Services Field Supervisor	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Animal Services License Inspector	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Office Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Applications & Database Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant to the City Manager	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Assistant Crossing Guard Supervisor	NE	C05	Annual	36,046.40	36,046.40	37,856.00	39,748.80	39,748.80	41,745.60	41,745.60	43,825.60	43,825.60
			Monthly	3,003.87	3,003.87	3,154.67	3,312.40	3,312.40	3,478.80	3,478.80	3,652.13	3,652.13
			Hourly	17.3300	18.2000	18.2000	19.1100	19.1100	20.0700	20.0700	21.0700	21.0700
Assistant Engineer	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant Network Administrator	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Associate Engineer I	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Associate Engineer II	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Associate Planner	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Audio Visual Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Banquet Facility Representative	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Building Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Building Safety Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Business License Liaison	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Child Care Assistant	GRA	CC09	Annual	33,912.32	2,246.40	36,628.80	36,628.80	44,512.00	46,737.60	49,067.20	51,521.60	54,100.80
			Monthly	2,826.03	187.20	3,052.40	3,052.40	3,709.33	3,894.80	4,088.93	4,293.47	4,508.40
			Hourly	17.6100	18.4900	19.4100	20.3800	21.4000	22.4700	23.5900	24.7700	26.0100
Child Care Instructor II	GRA	CC11	Annual	39,561.60	41,537.60	43,617.60	45,801.60	48,089.60	50,502.40	53,019.20	54,350.40	55,702.40
			Monthly	3,296.80	3,461.47	3,634.80	3,816.80	4,007.47	4,208.53	4,418.27	4,529.20	4,641.87
			Hourly	19.0200	19.9700	20.9700	22.0200	23.1200	24.2800	25.4900	26.1300	26.7800
Child Care Program Manager	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Child Care Site Supervisor	GRA	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Community Enhancement Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Community Enhancement Officer I	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Community Enhancement Officer II	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Community Enhancement Supervisor	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Community Services Assistant Coordinator	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Community Services Coordinator	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Community Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
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TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Community Services Supervisor	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Construction Inspector	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Construction Inspector Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Crossing Guard Supervisor	NE	C07	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Customer Service Manager	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Deputy City Clerk	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Deputy City Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Deputy Compliance Director	DMG	C35	Annual	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	193,481.60	198,328.00	203,278.40
			Monthly	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	16,123.47	16,527.33	16,939.87
			Hourly	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	93.0200	95.3500	97.7300
Deputy Finance Director	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Economic Development Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Electric Utility Chief Engineer	PAM	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Electric Utility Division Manager	DMG	C36	Annual	158,891.20	166,836.80	175,177.60	183,934.40	193,128.00	202,779.20	212,908.80	218,233.60	223,683.20
			Monthly	13,240.93	13,903.07	14,598.13	15,327.87	16,094.00	16,898.27	17,742.40	18,186.13	18,640.27
			Hourly	76.3900	80.2100	84.2200	88.4300	92.8500	97.4900	102.3600	104.9200	107.5400
Electric Utility Program Coordinator	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Enterprise Systems Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Equipment Operator	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Executive Assistant I	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Facilities Maintenance Mechanic	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Facilities Maintenance Worker	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Financial Operations Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Financial Resources Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Fleet & Facilities Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
GIS Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
GIS Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
GIS Specialist	NE	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Grants Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Grants Program Manager	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Human Resources Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Human Resources Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Human Resources Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Information Technology Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Landscape Services Inspector	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Facilities Maintenance Worker	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Maintenance Worker	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Lead Parks Maintenance Worker	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Lead Traffic Sign/Marking Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Vehicle/Equipment Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Maintenance & Operations Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

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TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Maintenance Worker II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Management Aide	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Management Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Management Assistant	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Media & Communications Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Network Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Network & Systems Specialist	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Paralegal	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Park Ranger	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Parking Control Officer	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Parks & Landscape Services Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Parks Maintenance Worker	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks Project Manager	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Payroll Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Permit Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Planning Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Principal Accountant	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Principal Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Planner	PAM	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Public Safety Contracts Administrator	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Purchasing Division Manager	DMG	C32	Annual	118,976.00	124,924.80	131,164.80	137,716.80	144,601.60	151,840.00	159,432.00	163,425.60	167,502.40
			Monthly	9,914.67	10,410.40	10,930.40	11,476.40	12,050.13	12,653.33	13,286.00	13,618.80	13,958.53
			Hourly	57.2000	60.0600	63.0600	66.2100	69.5200	73.0000	76.6500	78.5700	80.5300
Recycling Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Resource Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Security Guard	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Senior Accountant	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Administrative Assistant	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Senior Applications Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Building Inspector	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Community Enhancement Officer	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Construction Inspector	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Senior Deputy City Clerk	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Senior Electrical Engineer	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Engineer, P.E.	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Equipment Operator	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Graphics Designer	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Senior Human Resources Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Landscape Services Inspector	PAM	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Senior Management Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Office Assistant	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	26.8800	28.2200	29.6300	30.3700	31.1300	31.1800
Senior Parking Control Officer	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Senior Parks Maintenance Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Senior Payroll Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Permit Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Senior Planner	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Risk Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Telecommunications Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Traffic Signal Technician	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Special Districts Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Special Events & Facilities Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Strategic Initiatives Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Street Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Telecommunications Engineer/Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Telecommunications Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Traffic Operations Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Traffic Signal Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Traffic Sign/Marking Technician I	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Traffic Sign/Marking Technician II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Utility Finance Manager	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Vehicle/Equipment Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Accountant II	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20	
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93	
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400	
Accounting Assistant	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Accounting Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	
Accounts Payable Supervisor	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Administrative Assistant	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60	
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80	
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200	
Animal Care Technician	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Care Technician Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40	
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20	
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800	
Animal Control Officer	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Animal Rescue Coordinator	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Services Assistant	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Dispatcher	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80	
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40	
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600	
Animal Services Field Supervisor	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Services License Inspector	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Services Office Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Applications & Database Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant to the City Manager	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Assistant Crossing Guard Supervisor	NE	C05	Annual	38,209.60	38,209.60	40,123.20	42,120.00	42,120.00	44,220.80	44,220.80	46,425.60	46,425.60
			Monthly	3,184.13	3,184.13	3,343.60	3,510.00	3,510.00	3,685.07	3,685.07	3,868.80	3,868.80
			Hourly	18.3700	19.2900	19.2900	20.2500	20.2500	21.2600	21.2600	22.3200	22.3200
Assistant Engineer	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant Network Administrator	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Associate Engineer I	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Associate Engineer II	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Associate Planner	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Audio Visual Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Banquet Facility Representative	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Building Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,880.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Building Safety Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Business License Liaison	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Child Care Assistant	GRA	CC09	Annual	36,628.80	2,204.80	38,833.60	38,833.60	47,195.20	49,545.60	52,020.80	54,620.80	57,345.60
			Monthly	3,052.40	183.73	3,236.13	3,236.13	3,932.93	4,128.80	4,335.07	4,551.73	4,778.80
			Hourly	18.6700	19.6000	20.5800	21.6100	22.6900	23.8200	25.0100	26.2600	27.5700
Child Care Instructor II	GRA	CC11	Annual	41,953.60	44,054.40	46,259.20	48,568.00	51,001.60	53,560.00	56,243.20	57,657.60	59,092.80
			Monthly	3,496.13	3,671.20	3,854.93	4,047.33	4,250.13	4,463.33	4,686.93	4,804.80	4,924.40
			Hourly	20.1700	21.1800	22.2400	23.3500	24.5200	25.7500	27.0400	27.7200	28.4100
Child Care Program Manager	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Child Care Site Supervisor	GRA	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Community Enhancement Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Community Enhancement Officer I	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Community Enhancement Officer II	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Community Enhancement Supervisor	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Community Services Assistant Coordinator	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Community Services Coordinator	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Community Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Construction Inspector	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Construction Inspector Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Crossing Guard Supervisor	NE	C07	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Customer Service Manager	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Deputy City Clerk	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Deputy City Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Deputy Compliance Director	DMG	C35	Annual	153,046.40	160,700.80	168,729.60	177,174.40	186,035.20	195,332.80	205,108.80	210,246.40	215,508.80
			Monthly	12,753.87	13,391.73	14,060.80	14,764.53	15,502.93	16,277.73	17,092.40	17,520.53	17,959.07
			Hourly	73.5800	77.2600	81.1200	85.1800	89.4400	93.9100	98.6100	101.0800	103.6100
Deputy Finance Director	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Economic Development Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Electric Utility Chief Engineer	PAM	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Electric Utility Division Manager	DMG	C36	Annual	168,438.40	176,862.40	185,702.40	194,979.20	204,734.40	214,968.00	225,721.60	231,358.40	237,140.80
			Monthly	14,036.53	14,738.53	15,475.20	16,248.27	17,061.20	17,914.00	18,810.13	19,279.87	19,761.73
			Hourly	80.9800	85.0300	89.2800	93.7400	98.4300	103.3500	108.5200	111.2300	114.0100
Electric Utility Program Coordinator	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Enterprise Systems Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Equipment Operator	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Executive Assistant I	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Facilities Maintenance Mechanic	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Facilities Maintenance Worker	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Financial Operations Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Financial Resources Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Fleet & Facilities Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Annual	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
GIS Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
GIS Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
GIS Specialist	NE	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Grants Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Grants Program Manager	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Human Resources Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Human Resources Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Human Resources Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Information Technology Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Landscape Services Inspector	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Facilities Maintenance Worker	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Maintenance Worker	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Lead Parks Maintenance Worker	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Lead Traffic Sign/Marking Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Vehicle/Equipment Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Maintenance & Operations Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE												
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00		
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33		
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500		
Maintenance Worker II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80		
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07		
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100		
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60		
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80		
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200		
Management Aide	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Management Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Management Assistant	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20		
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93		
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900		
Media & Communications Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80		
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07		
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600		
Network Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		
Network & Systems Specialist	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Paralegal	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Park Ranger	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60		
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80		
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200		
Parking Control Officer	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00		
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33		
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500		
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80		
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40		
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600		
Parks & Landscape Services Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		

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**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Parks Maintenance Worker	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks Project Manager	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Payroll Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Permit Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Planning Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Principal Accountant	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Principal Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Planner	PAM	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Public Safety Contracts Administrator	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Purchasing Division Manager	DMG	C32	Annual	126,131.20	132,433.60	139,048.00	145,995.20	153,296.00	160,971.20	169,020.80	173,243.20	177,569.60
			Monthly	10,510.93	11,036.13	11,587.33	12,166.27	12,774.67	13,414.27	14,085.07	14,436.93	14,797.47
			Hourly	60.6400	63.6700	66.8500	70.1900	73.7000	77.3900	81.2600	83.2900	85.3700
Recycling Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Resource Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Security Guard	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Senior Accountant	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Administrative Assistant	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Senior Applications Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Building Inspector	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Community Enhancement Officer	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Construction Inspector	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Senior Deputy City Clerk	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Senior Electrical Engineer	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Engineer, P.E.	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Equipment Operator	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Graphics Designer	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE												
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Senior Human Resources Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00		
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33		
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500		
Senior Landscape Services Inspector	PAM	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Senior Management Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00		
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33		
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500		
Senior Office Assistant	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80		
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73		
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100		
Senior Parking Control Officer	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40		
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20		
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800		
Senior Parks Maintenance Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60		
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80		
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200		
Senior Payroll Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Senior Permit Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Senior Planner	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00		
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33		
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500		
Senior Risk Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00		
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33		
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500		
Senior Telecommunications Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20		
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93		
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900		
Senior Traffic Signal Technician	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40		
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87		
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800		
Special Districts Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,880.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80		
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07		
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600		
Special Events & Facilities Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80		
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40		
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600		

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**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800
Strategic Initiatives Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Street Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Telecommunications Engineer/Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Telecommunications Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Traffic Operations Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Traffic Signal Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Traffic Sign/Marking Technician I	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Traffic Sign/Marking Technician II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Utility Finance Manager	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Vehicle/Equipment Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400

Attachment: CSD Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

RESOLUTION NO. HA 2023-XX

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY (HA) OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2022/23

WHEREAS, the Chairman and Commissioners of the Moreno Valley Housing Authority approved the Operating and Capital Budgets for the City for Fiscal Year 2022/23, a copy of which, as may have been amended by the Housing Authority’s Chairman and Commissioners, is on file in the Office of the City Clerk and is available for public inspection; and

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

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

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

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

WHEREAS, the Chairman and Commissioners have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

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

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

- 1. The proposed amendments to the Operating and Capital Budgets, attached

1  
Resolution No. CSD 2023-XX  
Date Adopted: June 20, 2023

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

as Attachment 1 and as on file in the Office of the City Clerk, and as may have been amended by the Housing Authority Chairman and Commissioners, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Housing Authority for the Fiscal Year 2022/23.

2. The Proposed Amendments to the City Position Summary, included as Exhibit A to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Housing Authority Chairman and Commissioners, is hereby adopted as part of the Approved City Position Summary of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
3. The Proposed Amendments to the Career Positions Salary Schedule, included as Exhibit B to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Housing Authority Chairman and Commissioners, is hereby adopted as part of the Approved Career Positions Salary Schedule of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
4. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley,  
 Acting in the capacity of Chairman of the  
 Moreno Valley Housing Authority

ATTEST:

\_\_\_\_\_  
 City Clerk, acting in the capacity of  
 Secretary of the Moreno Valley  
 Housing Authority

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney, acting in the capacity  
 of General Counsel of the Moreno  
 Valley Housing Authority

2  
 Resolution No. CSD 2023-XX  
 Date Adopted: June 20, 2023

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)



**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2023-XX was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting held on the 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency members, Vice Chairman and Chairman)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. CSD 2023-XX  
Date Adopted: June 20, 2023

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Accountant I	1	-	1	-	1
Accountant II	1	-	1	-	1
Accounting Assistant	3	(1)	2	-	2
Accounting Technician	1	-	1	-	1
Accounts Payable Supervisor	1	-	1	-	1
Administrative Assistant	7	3	10	-	10
Animal Care Technician	5	-	5	-	5
Animal Care Technician Supervisor	1	-	1	-	1
Animal Control Officer	6	-	6	-	6
Animal Rescue Coordinator	1	-	1	-	1
Animal Services Assistant	4	-	4	-	4
Animal Services Dispatcher	1	-	1	-	1
Animal Services Division Manager	1	-	1	-	1
Animal Services Field Supervisor	1	-	1	-	1
Animal Services License Inspector	1	-	1	-	1
Animal Services Office Supervisor	1	-	1	-	1
Applications & Database Administrator	1	-	1	-	1
Applications Analyst	1	1	2	-	2
Assistant City Manager (Administration)	1	-	1	-	1
Assistant City Manager (Development)	1	-	1	-	1
Assistant to the City Manager	1	-	1	-	1
Assistant Crossing Guard Supervisor	1	-	1	-	1
Assistant Engineer	2	-	2	-	2
Assistant Network Administrator	1	-	1	-	1
Associate Engineer I	2	-	2	-	2
Associate Engineer II	3	-	3	-	3
Associate Planner	4	-	4	-	4
Audio Visual Technician	2	-	2	-	2
Banquet Facility Representative	1	-	1	-	1
Building Division Manager/Official	1	-	1	-	1
Building Inspector II	4	(1)	3	-	3
Building Safety Supervisor	1	-	1	-	1
Business License Liaison	1	-	1	-	1
Chief Financial Officer	-	1	1	-	1
Child Care Assistant	4	-	4	-	4
Child Care Instructor II	4	-	4	-	4
Child Care Program Manager	1	-	1	-	1
Child Care Site Supervisor	4	-	4	-	4
City Clerk	1	-	1	-	1
City Manager	1	-	1	-	1
Community Development Director	1	-	1	-	1
Community Enhancement Division Manager	1	-	1	-	1
Community Enhancement Officer I	6	-	6	-	6
Community Enhancement Officer II	3	-	3	-	3
Community Enhancement Supervisor	1	-	1	-	1
Community Services Assistant Coordinator	4	-	4	-	4
Community Services Coordinator	4	-	4	-	4
Community Services Division Manager	1	-	1	-	1
Community Services Supervisor	4	-	4	-	4
Construction Inspector	2	-	2	-	2
Construction Inspector Supervisor	1	-	1	-	1
Crossing Guard	35	-	35	-	35
Crossing Guard Supervisor	1	-	1	-	1
Customer Service Manager	1	-	1	-	1
Deputy City Clerk	1	-	1	-	1

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Deputy City Manager	1	-	1	-	1
Deputy Compliance Director	-	1	1	-	1
Deputy Finance Director	1	-	1	-	1
Economic Development Division Manager	2	-	2	-	2
Economic Development & Housing Director	-	1	1	-	1
Electric Utility Chief Engineer	1	-	1	-	1
Electric Utility Division Manager	1	-	1	-	1
Electric Utility Program Coordinator	1	-	1	-	1
Emergency Management & Volunteer Services Program Manager	1	-	1	-	1
Emergency Management & Volunteer Services Program Specialist	1	-	1	-	1
Engineering Division Manager/Assistant City Engineer	1	-	1	-	1
Enterprise Systems Administrator	1	-	1	-	1
Equipment Operator	6	-	6	-	6
Executive Assistant I	5	-	5	-	5
Executive Assistant to Mayor/City Council	1	-	1	-	1
Facilities Maintenance Mechanic	1	-	1	-	1
Facilities Maintenance Worker	3	-	3	-	3
Financial Operations Division Manager	1	-	1	-	1
Financial Resources Division Manager	1	-	1	-	1
Fleet & Facilities Division Manager	1	-	1	-	1
Fleet & Facilities Maintenance Supervisor	1	-	1	-	1
GIS Administrator	1	-	1	-	1
GIS Applications Analyst	1	-	1	-	1
GIS Specialist	1	-	1	-	1
Grants Division Manager	1	-	1	-	1
Grants Program Manager	1	-	1	-	1
Human Resources Analyst	1	-	1	-	1
Human Resources Director	-	1	1	-	1
Human Resources Division Manager	1	-	1	-	1
Human Resources Technician	-	2	2	-	2
Information Technology Technician	2	-	2	-	2
Landscape Services Inspector	2	-	2	-	2
Lead Facilities Maintenance Worker	1	-	1	-	1
Lead Maintenance Worker	4	-	4	-	4
Lead Parks Maintenance Worker	7	-	7	-	7
Lead Traffic Sign/Marking Technician	2	-	2	-	2
Lead Vehicle/Equipment Technician	1	-	1	-	1
Maintenance & Operations Division Manager	1	-	1	-	1
Maintenance Worker I/II	27	-	27	-	27
Maintenance Worker/Work Release Coordinator	1	-	1	-	1
Management Aide	7	-	7	-	7
Management Analyst	8	(1)	7	-	7
Management Assistant	10	2	12	-	12
Media & Communications Division Manager	1	-	1	-	1
Network Administrator	1	-	1	-	1
Network & Systems Specialist	1	-	1	-	1
Paralegal	1	-	1	-	1
Park Ranger	4	-	4	-	4
Parking Control Officer	2	-	2	-	2
Parks & Community Services Administration & Financial Services Division Manager	-	1	1	-	1
Parks & Community Services Director	1	-	1	-	1
Parks & Landscape Services Division Manager	1	-	1	-	1
Parks Maintenance Supervisor	2	-	2	-	2
Parks Maintenance Worker	18	-	18	-	18
Parks Project Manager	1	-	1	-	1

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Payroll Supervisor	1	-	1	-	1
Permit Technician	4	-	4	-	4
Planning Division Manager/Official	1	-	1	-	1
Principal Accountant	1	-	1	-	1
Principal Engineer	2	-	2	-	2
Principal Engineer/City Traffic Engineer	1	-	1	-	1
Principal Planner	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	1	-	1	-	1
Public Safety Contracts Administrator	1	-	1	-	1
Purchasing Division Manager	1	-	1	-	1
Public Works Director/City Engineer	1	-	1	-	1
Recycling Specialist	1	1	2	-	2
Registered Veterinary Technician	1	-	1	-	1
Resource Analyst	1	-	1	-	1
Security Guard	2	-	2	-	2
Senior Accountant	4	-	4	-	4
Senior Administrative Assistant	13	(1)	12	-	12
Senior Applications Analyst	1	1	2	-	2
Senior Building Inspector	-	1	1	-	1
Senior Community Enhancement Officer	2	-	2	-	2
Senior Construction Inspector	2	-	2	-	2
Senior Deputy City Clerk	1	-	1	-	1
Senior Electrical Engineer	1	-	1	-	1
Senior Engineer, P.E.	5	-	5	-	5
Senior Equipment Operator	1	-	1	-	1
Senior Graphics Designer	1	-	1	-	1
Senior Human Resources Analyst	1	-	1	-	1
Senior Landscape Services Inspector	1	-	1	-	1
Senior Management Analyst	13	2	15	-	15
Senior Office Assistant	3	-	3	-	3
Senior Parking Control Officer	1	-	1	-	1
Senior Parks Maintenance Technician	2	-	2	-	2
Senior Payroll Technician	1	-	1	-	1
Senior Permit Technician	3	-	3	-	3
Senior Planner	1	-	1	-	1
Senior Risk Analyst	-	1	1	-	1
Senior Telecommunications Technician	1	-	1	-	1
Senior Traffic Signal Technician	1	-	1	-	1
Special Districts Division Manager	1	-	1	-	1
Special Events & Facilities Division Manager	1	-	1	-	1
Storekeeper	1	1	2	-	2
Strategic Initiatives Manager	1	-	1	-	1
Street Maintenance Supervisor	2	-	2	-	2
Telecommunications Engineer/Administrator	1	-	1	-	1
Telecommunications Technician	1	-	1	-	1
Traffic Operations Supervisor	1	-	1	-	1
Traffic Signal Technician	2	-	2	-	2
Traffic Sign/Marking Technician I	1	-	1	-	1
Traffic Sign/Marking Technician II	2	-	2	-	2
Utility Finance Manager	1	-	1	-	1
Vehicle/Equipment Technician	3	-	3	-	3
<b>Total</b>	<b>386</b>	<b>16</b>	<b>402</b>	<b>-</b>	<b>402</b>

Note: Excludes City Council Members, Planning Commissioners and temporary positions.

Per Municipal Code 2.18.010, the Planning Commission shall consist of seven members who shall receive such compensation as may be established from time to time by resolution of the City Council.

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Accountant II	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Accounting Assistant	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Accounting Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Accounts Payable Supervisor	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Administrative Assistant	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Animal Care Technician	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Care Technician Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Animal Control Officer	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Animal Rescue Coordinator	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Assistant	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Dispatcher	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Animal Services Field Supervisor	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**

**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

**Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Services License Inspector	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Office Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Applications & Database Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant to the City Manager	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Assistant Crossing Guard Supervisor	NE	C05	Annual	36,046.40	36,046.40	37,856.00	39,748.80	39,748.80	41,745.60	41,745.60	43,825.60	43,825.60
			Monthly	3,003.87	3,003.87	3,154.67	3,312.40	3,312.40	3,478.80	3,478.80	3,652.13	3,652.13
			Hourly	17.3300	18.2000	18.2000	19.1100	19.1100	20.0700	20.0700	21.0700	21.0700
Assistant Engineer	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant Network Administrator	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Associate Engineer I	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Associate Engineer II	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Associate Planner	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Audio Visual Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Banquet Facility Representative	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Building Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700

**CITY OF MORENO VALLEY**

SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/08/2023

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80	
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73	
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600	
Building Safety Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40	
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53	
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300	
Business License Liaison	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20	
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93	
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400	
Child Care Assistant	GRA	CC09	Annual	33,912.32	2,246.40	36,628.80	36,628.80	44,512.00	46,737.60	49,067.20	51,521.60	54,100.80	
			Monthly	2,826.03	187.20	3,052.40	3,052.40	3,709.33	3,894.80	4,088.93	4,293.47	4,508.40	
			Hourly	17.6100	18.4900	19.4100	20.3800	21.4000	22.4700	23.5900	24.7700	26.0100	
Child Care Instructor II	GRA	CC11	Annual	39,561.60	41,537.60	43,617.60	45,801.60	48,089.60	50,502.40	53,019.20	54,350.40	55,702.40	
			Monthly	3,296.80	3,461.47	3,634.80	3,816.80	4,007.47	4,208.53	4,418.27	4,529.20	4,641.87	
			Hourly	19.0200	19.9700	20.9700	22.0200	23.1200	24.2800	25.4900	26.1300	26.7800	
Child Care Program Manager	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60	
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47	
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200	
Child Care Site Supervisor	GRA	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40	
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53	
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300	
Community Enhancement Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Community Enhancement Officer I	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20	
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27	
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400	
Community Enhancement Officer II	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80	
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73	
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100	
Community Enhancement Supervisor	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40	
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20	
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300	
Community Services Assistant Coordinator	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80	
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07	
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100	
Community Services Coordinator	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00	
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67	
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000	
Community Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	

CITY OF MORENO VALLEY  
SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60	
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47	
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200	
Construction Inspector	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80	
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73	
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100	
Construction Inspector Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80	
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07	
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100	
Crossing Guard Supervisor	NE	C07	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80	
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07	
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100	
Customer Service Manager	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20	
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93	
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900	
Deputy City Clerk	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20	
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93	
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400	
Deputy City Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Deputy Compliance Director	DMG	C35	Annual	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	193,481.60	198,328.00	203,278.40	
			Monthly	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	16,123.47	16,527.33	16,939.87	
			Hourly	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	93.0200	95.3500	97.7300	
Deputy Finance Director	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Economic Development Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Electric Utility Chief Engineer	PAM	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Electric Utility Division Manager	DMG	C36	Annual	158,891.20	166,836.80	175,177.60	183,934.40	193,128.00	202,779.20	212,908.80	218,233.60	223,683.20	
			Monthly	13,240.93	13,903.07	14,598.13	15,327.87	16,094.00	16,898.27	17,742.40	18,186.13	18,640.27	
			Hourly	76.3900	80.2100	84.2200	88.4300	92.8500	97.4900	102.3600	104.9200	107.5400	
Electric Utility Program Coordinator	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40	
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53	
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300	
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Enterprise Systems Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Equipment Operator	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Executive Assistant I	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Facilities Maintenance Mechanic	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Facilities Maintenance Worker	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Financial Operations Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Financial Resources Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Fleet & Facilities Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
GIS Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
GIS Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		RANGE										
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
GIS Specialist	NE	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00		
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33		
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000		
Grants Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60		
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47		
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700		
Grants Program Manager	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40		
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53		
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300		
Human Resources Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80		
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73		
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600		
Human Resources Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60		
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13		
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700		
Human Resources Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80		
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73		
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100		
Information Technology Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80		
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73		
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100		
Landscape Services Inspector	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20		
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27		
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400		
Lead Facilities Maintenance Worker	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20		
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27		
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400		
Lead Maintenance Worker	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60		
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47		
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200		
Lead Parks Maintenance Worker	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40		
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53		
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300		
Lead Traffic Sign/Marking Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20		
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27		
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400		
Lead Vehicle/Equipment Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60		
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47		
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200		
Maintenance & Operations Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80		
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40		
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100		

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
				5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Maintenance Worker I	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Maintenance Worker II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Management Aide	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Management Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Management Assistant	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Media & Communications Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Network Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Network & Systems Specialist	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Paralegal	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Park Ranger	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Parking Control Officer	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Parks & Landscape Services Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Parks Maintenance Worker	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks Project Manager	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Payroll Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Permit Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Planning Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Principal Accountant	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Principal Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Planner	PAM	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Public Safety Contracts Administrator	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Purchasing Division Manager	DMG	C32	Annual	118,976.00	124,924.80	131,164.80	137,716.80	144,601.60	151,840.00	159,432.00	163,425.60	167,502.40
			Monthly	9,914.67	10,410.40	10,930.40	11,476.40	12,050.13	12,653.33	13,286.00	13,618.80	13,958.53
			Hourly	57.2000	60.0600	63.0600	66.2100	69.5200	73.0000	76.6500	78.5700	80.5300
Recycling Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Resource Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Security Guard	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Senior Accountant	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Administrative Assistant	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Senior Applications Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Building Inspector	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Community Enhancement Officer	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Construction Inspector	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Senior Deputy City Clerk	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Senior Electrical Engineer	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Engineer, P.E.	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Equipment Operator	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Graphics Designer	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		RANGE										
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Senior Human Resources Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40		
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53		
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300		
Senior Landscape Services Inspector	PAM	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80		
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73		
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100		
Senior Management Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40		
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53		
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300		
Senior Office Assistant	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40		
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87		
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300		
Senior Parking Control Officer	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20		
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27		
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900		
Senior Parks Maintenance Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60		
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47		
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200		
Senior Payroll Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20		
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27		
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400		
Senior Permit Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80		
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73		
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100		
Senior Planner	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40		
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53		
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300		
Senior Risk Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40		
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53		
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300		
Senior Telecommunications Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80		
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73		
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100		
Senior Traffic Signal Technician	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40		
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20		
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300		
Special Districts Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60		
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13		
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700		
Special Events & Facilities Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20		
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60		
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400		

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Strategic Initiatives Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Street Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Telecommunications Engineer/Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Telecommunications Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Traffic Operations Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Traffic Signal Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Traffic Sign/Marking Technician I	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Traffic Sign/Marking Technician II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Utility Finance Manager	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Vehicle/Equipment Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Accountant II	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20	
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93	
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400	
Accounting Assistant	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Accounting Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	
Accounts Payable Supervisor	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Administrative Assistant	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60	
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80	
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200	
Animal Care Technician	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Care Technician Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40	
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20	
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800	
Animal Control Officer	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Animal Rescue Coordinator	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Services Assistant	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Dispatcher	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80	
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40	
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600	
Animal Services Field Supervisor	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE		RANGE								
				A	B	C	D	E	F	G	H	I
				5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
Animal Services License Inspector	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Services Office Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Applications & Database Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant to the City Manager	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Assistant Crossing Guard Supervisor	NE	C05	Annual	38,209.60	38,209.60	40,123.20	42,120.00	42,120.00	44,220.80	44,220.80	46,425.60	46,425.60
			Monthly	3,184.13	3,184.13	3,343.60	3,510.00	3,510.00	3,685.07	3,685.07	3,868.80	3,868.80
			Hourly	18.3700	19.2900	19.2900	20.2500	20.2500	21.2600	21.2600	22.3200	22.3200
Assistant Engineer	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant Network Administrator	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Associate Engineer I	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Associate Engineer II	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Associate Planner	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Audio Visual Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Banquet Facility Representative	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Building Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,880.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600

**CITY OF MORENO VALLEY**  
SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/06/2024

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Building Safety Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Business License Liaison	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Child Care Assistant	GRA	CC09	Annual	36,628.80	2,204.80	38,833.60	38,833.60	47,195.20	49,545.60	52,020.80	54,620.80	57,345.60
			Monthly	3,052.40	183.73	3,236.13	3,236.13	3,932.93	4,128.80	4,335.07	4,551.73	4,778.80
			Hourly	18.6700	19.6000	20.5800	21.6100	22.6900	23.8200	25.0100	26.2600	27.5700
Child Care Instructor II	GRA	CC11	Annual	41,953.60	44,054.40	46,259.20	48,568.00	51,001.60	53,560.00	56,243.20	57,657.60	59,092.80
			Monthly	3,496.13	3,671.20	3,854.93	4,047.33	4,250.13	4,463.33	4,686.93	4,804.80	4,924.40
			Hourly	20.1700	21.1800	22.2400	23.3500	24.5200	25.7500	27.0400	27.7200	28.4100
Child Care Program Manager	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Child Care Site Supervisor	GRA	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Community Enhancement Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Community Enhancement Officer I	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Community Enhancement Officer II	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Community Enhancement Supervisor	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Community Services Assistant Coordinator	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Community Services Coordinator	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Community Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE	GRADE									
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Construction Inspector	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Construction Inspector Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Crossing Guard Supervisor	NE	C07	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Customer Service Manager	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Deputy City Clerk	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Deputy City Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Deputy Compliance Director	DMG	C35	Annual	153,046.40	160,700.80	168,729.60	177,174.40	186,035.20	195,332.80	205,108.80	210,246.40	215,508.80
			Monthly	12,753.87	13,391.73	14,060.80	14,764.53	15,502.93	16,277.73	17,092.40	17,520.53	17,959.07
			Hourly	73.5800	77.2600	81.1200	85.1800	89.4400	93.9100	98.6100	101.0800	103.6100
Deputy Finance Director	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Economic Development Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Electric Utility Chief Engineer	PAM	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Electric Utility Division Manager	DMG	C36	Annual	168,438.40	176,862.40	185,702.40	194,979.20	204,734.40	214,968.00	225,721.60	231,358.40	237,140.80
			Monthly	14,036.53	14,738.53	15,475.20	16,248.27	17,061.20	17,914.00	18,810.13	19,279.87	19,761.73
			Hourly	80.9800	85.0300	89.2800	93.7400	98.4300	103.3500	108.5200	111.2300	114.0100
Electric Utility Program Coordinator	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Enterprise Systems Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Equipment Operator	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Executive Assistant I	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Facilities Maintenance Mechanic	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Facilities Maintenance Worker	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Financial Operations Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Financial Resources Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Fleet & Facilities Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Annual	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
GIS Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
GIS Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE												
				A	B	C	D	E	F	G	H	I		
				5.0%			5.0%	5.0%			5.0%	5.0%	2.5%	2.5%
GIS Specialist	NE	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40		
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20		
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800		
Grants Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80		
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07		
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600		
Grants Program Manager	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00		
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33		
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500		
Human Resources Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Human Resources Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80		
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07		
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600		
Human Resources Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20		
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93		
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900		
Information Technology Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Landscape Services Inspector	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Lead Facilities Maintenance Worker	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Lead Maintenance Worker	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60		
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80		
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200		
Lead Parks Maintenance Worker	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80		
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07		
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100		
Lead Traffic Sign/Marking Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Lead Vehicle/Equipment Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60		
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80		
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200		
Maintenance & Operations Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Maintenance Worker I	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Maintenance Worker II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Management Aide	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Management Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Management Assistant	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Media & Communications Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Network Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Network & Systems Specialist	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Paralegal	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Park Ranger	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Parking Control Officer	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Parks & Landscape Services Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Parks Maintenance Worker	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks Project Manager	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Payroll Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Permit Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Planning Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Principal Accountant	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Principal Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Planner	PAM	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Public Safety Contracts Administrator	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Purchasing Division Manager	DMG	C32	Annual	126,131.20	132,433.60	139,048.00	145,995.20	153,296.00	160,971.20	169,020.80	173,243.20	177,569.60
			Monthly	10,510.93	11,036.13	11,587.33	12,166.27	12,774.67	13,414.27	14,085.07	14,436.93	14,797.47
			Hourly	60.6400	63.6700	66.8500	70.1900	73.7000	77.3900	81.2600	83.2900	85.3700
Recycling Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

# CITY OF MORENO VALLEY

SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/06/2024

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Resource Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Security Guard	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Senior Accountant	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Administrative Assistant	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Senior Applications Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Building Inspector	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Community Enhancement Officer	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Construction Inspector	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Senior Deputy City Clerk	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Senior Electrical Engineer	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Engineer, P.E.	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Equipment Operator	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Graphics Designer	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200



CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/06/2024

Table with columns: TITLE, GRP, GRADE, A, B, C, D, E, F, G, H, I. It lists various career positions such as Senior Human Resources Analyst, Senior Landscape Services Inspector, etc., with their respective salary ranges.

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Strategic Initiatives Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80	
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07	
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600	
Street Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20	
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93	
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900	
Telecommunications Engineer/Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20	
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93	
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400	
Telecommunications Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60	
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13	
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200	
Traffic Operations Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20	
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27	
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400	
Traffic Signal Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Traffic Sign/Marking Technician I	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80	
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73	
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100	
Traffic Sign/Marking Technician II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Utility Finance Manager	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80	
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40	
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100	
Vehicle/Equipment Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	

Attachment: HA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

## RESOLUTION NO. SA 2023-XX

A RESOLUTION OF THE SUCCESSOR AGENCY (SA) TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2022/23

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

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

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

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

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

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

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

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

- 1. The proposed amendments to the Operating and Capital Budgets, attached as Attachment 1 and as on file in the Office of the City Clerk, and as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Year 2022/23.
- 2. The Proposed Amendments to the City Position Summary, included as Exhibit A to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is hereby adopted as part of the Approved City Position Summary of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
- 3. The Proposed Amendments to the Career Positions Salary Schedule, included as Exhibit B to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is hereby adopted as part of the Approved Career Positions Salary Schedule of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
- 4. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
- 5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

3  
Resolution No. SA 2023-XX  
Date Adopted: June 20, 2023

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California do hereby certify that Resolution No. SA 2023-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
SECRETARY

(SEAL)

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Accountant I	1	-	1	-	1
Accountant II	1	-	1	-	1
Accounting Assistant	3	(1)	2	-	2
Accounting Technician	1	-	1	-	1
Accounts Payable Supervisor	1	-	1	-	1
Administrative Assistant	7	3	10	-	10
Animal Care Technician	5	-	5	-	5
Animal Care Technician Supervisor	1	-	1	-	1
Animal Control Officer	6	-	6	-	6
Animal Rescue Coordinator	1	-	1	-	1
Animal Services Assistant	4	-	4	-	4
Animal Services Dispatcher	1	-	1	-	1
Animal Services Division Manager	1	-	1	-	1
Animal Services Field Supervisor	1	-	1	-	1
Animal Services License Inspector	1	-	1	-	1
Animal Services Office Supervisor	1	-	1	-	1
Applications & Database Administrator	1	-	1	-	1
Applications Analyst	1	1	2	-	2
Assistant City Manager (Administration)	1	-	1	-	1
Assistant City Manager (Development)	1	-	1	-	1
Assistant to the City Manager	1	-	1	-	1
Assistant Crossing Guard Supervisor	1	-	1	-	1
Assistant Engineer	2	-	2	-	2
Assistant Network Administrator	1	-	1	-	1
Associate Engineer I	2	-	2	-	2
Associate Engineer II	3	-	3	-	3
Associate Planner	4	-	4	-	4
Audio Visual Technician	2	-	2	-	2
Banquet Facility Representative	1	-	1	-	1
Building Division Manager/Official	1	-	1	-	1
Building Inspector II	4	(1)	3	-	3
Building Safety Supervisor	1	-	1	-	1
Business License Liaison	1	-	1	-	1
Chief Financial Officer	-	1	1	-	1
Child Care Assistant	4	-	4	-	4
Child Care Instructor II	4	-	4	-	4
Child Care Program Manager	1	-	1	-	1
Child Care Site Supervisor	4	-	4	-	4
City Clerk	1	-	1	-	1
City Manager	1	-	1	-	1
Community Development Director	1	-	1	-	1
Community Enhancement Division Manager	1	-	1	-	1
Community Enhancement Officer I	6	-	6	-	6
Community Enhancement Officer II	3	-	3	-	3
Community Enhancement Supervisor	1	-	1	-	1
Community Services Assistant Coordinator	4	-	4	-	4
Community Services Coordinator	4	-	4	-	4
Community Services Division Manager	1	-	1	-	1
Community Services Supervisor	4	-	4	-	4
Construction Inspector	2	-	2	-	2
Construction Inspector Supervisor	1	-	1	-	1
Crossing Guard	35	-	35	-	35
Crossing Guard Supervisor	1	-	1	-	1
Customer Service Manager	1	-	1	-	1
Deputy City Clerk	1	-	1	-	1

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Deputy City Manager	1	-	1	-	1
Deputy Compliance Director	-	1	1	-	1
Deputy Finance Director	1	-	1	-	1
Economic Development Division Manager	2	-	2	-	2
Economic Development & Housing Director	-	1	1	-	1
Electric Utility Chief Engineer	1	-	1	-	1
Electric Utility Division Manager	1	-	1	-	1
Electric Utility Program Coordinator	1	-	1	-	1
Emergency Management & Volunteer Services Program Manager	1	-	1	-	1
Emergency Management & Volunteer Services Program Specialist	1	-	1	-	1
Engineering Division Manager/Assistant City Engineer	1	-	1	-	1
Enterprise Systems Administrator	1	-	1	-	1
Equipment Operator	6	-	6	-	6
Executive Assistant I	5	-	5	-	5
Executive Assistant to Mayor/City Council	1	-	1	-	1
Facilities Maintenance Mechanic	1	-	1	-	1
Facilities Maintenance Worker	3	-	3	-	3
Financial Operations Division Manager	1	-	1	-	1
Financial Resources Division Manager	1	-	1	-	1
Fleet & Facilities Division Manager	1	-	1	-	1
Fleet & Facilities Maintenance Supervisor	1	-	1	-	1
GIS Administrator	1	-	1	-	1
GIS Applications Analyst	1	-	1	-	1
GIS Specialist	1	-	1	-	1
Grants Division Manager	1	-	1	-	1
Grants Program Manager	1	-	1	-	1
Human Resources Analyst	1	-	1	-	1
Human Resources Director	-	1	1	-	1
Human Resources Division Manager	1	-	1	-	1
Human Resources Technician	-	2	2	-	2
Information Technology Technician	2	-	2	-	2
Landscape Services Inspector	2	-	2	-	2
Lead Facilities Maintenance Worker	1	-	1	-	1
Lead Maintenance Worker	4	-	4	-	4
Lead Parks Maintenance Worker	7	-	7	-	7
Lead Traffic Sign/Marking Technician	2	-	2	-	2
Lead Vehicle/Equipment Technician	1	-	1	-	1
Maintenance & Operations Division Manager	1	-	1	-	1
Maintenance Worker I/II	27	-	27	-	27
Maintenance Worker/Work Release Coordinator	1	-	1	-	1
Management Aide	7	-	7	-	7
Management Analyst	8	(1)	7	-	7
Management Assistant	10	2	12	-	12
Media & Communications Division Manager	1	-	1	-	1
Network Administrator	1	-	1	-	1
Network & Systems Specialist	1	-	1	-	1
Paralegal	1	-	1	-	1
Park Ranger	4	-	4	-	4
Parking Control Officer	2	-	2	-	2
Parks & Community Services Administration & Financial Services Division Manager	-	1	1	-	1
Parks & Community Services Director	1	-	1	-	1
Parks & Landscape Services Division Manager	1	-	1	-	1
Parks Maintenance Supervisor	2	-	2	-	2
Parks Maintenance Worker	18	-	18	-	18
Parks Project Manager	1	-	1	-	1

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)



City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Payroll Supervisor	1	-	1	-	1
Permit Technician	4	-	4	-	4
Planning Division Manager/Official	1	-	1	-	1
Principal Accountant	1	-	1	-	1
Principal Engineer	2	-	2	-	2
Principal Engineer/City Traffic Engineer	1	-	1	-	1
Principal Planner	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	1	-	1	-	1
Public Safety Contracts Administrator	1	-	1	-	1
Purchasing Division Manager	1	-	1	-	1
Public Works Director/City Engineer	1	-	1	-	1
Recycling Specialist	1	1	2	-	2
Registered Veterinary Technician	1	-	1	-	1
Resource Analyst	1	-	1	-	1
Security Guard	2	-	2	-	2
Senior Accountant	4	-	4	-	4
Senior Administrative Assistant	13	(1)	12	-	12
Senior Applications Analyst	1	1	2	-	2
Senior Building Inspector	-	1	1	-	1
Senior Community Enhancement Officer	2	-	2	-	2
Senior Construction Inspector	2	-	2	-	2
Senior Deputy City Clerk	1	-	1	-	1
Senior Electrical Engineer	1	-	1	-	1
Senior Engineer, P.E.	5	-	5	-	5
Senior Equipment Operator	1	-	1	-	1
Senior Graphics Designer	1	-	1	-	1
Senior Human Resources Analyst	1	-	1	-	1
Senior Landscape Services Inspector	1	-	1	-	1
Senior Management Analyst	13	2	15	-	15
Senior Office Assistant	3	-	3	-	3
Senior Parking Control Officer	1	-	1	-	1
Senior Parks Maintenance Technician	2	-	2	-	2
Senior Payroll Technician	1	-	1	-	1
Senior Permit Technician	3	-	3	-	3
Senior Planner	1	-	1	-	1
Senior Risk Analyst	-	1	1	-	1
Senior Telecommunications Technician	1	-	1	-	1
Senior Traffic Signal Technician	1	-	1	-	1
Special Districts Division Manager	1	-	1	-	1
Special Events & Facilities Division Manager	1	-	1	-	1
Storekeeper	1	1	2	-	2
Strategic Initiatives Manager	1	-	1	-	1
Street Maintenance Supervisor	2	-	2	-	2
Telecommunications Engineer/Administrator	1	-	1	-	1
Telecommunications Technician	1	-	1	-	1
Traffic Operations Supervisor	1	-	1	-	1
Traffic Signal Technician	2	-	2	-	2
Traffic Sign/Marking Technician I	1	-	1	-	1
Traffic Sign/Marking Technician II	2	-	2	-	2
Utility Finance Manager	1	-	1	-	1
Vehicle/Equipment Technician	3	-	3	-	3
<b>Total</b>	<b>386</b>	<b>16</b>	<b>402</b>	<b>-</b>	<b>402</b>

Note: Excludes City Council Members, Planning Commissioners and temporary positions.

Per Municipal Code 2.18.010, the Planning Commission shall consist of seven members who shall receive such compensation as may be established from time to time by resolution of the City Council.

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

### CITY OF MORENO VALLEY

SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/08/2023

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE												
			A	B	C	D	E	F	G	H	I			
			5.0%			5.0%			5.0%		5.0%		2.5%	2.5%
Accountant I	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80		
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73		
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100		
Accountant II	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80		
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73		
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600		
Accounting Assistant	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20		
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27		
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900		
Accounting Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20		
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93		
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400		
Accounts Payable Supervisor	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80		
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73		
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100		
Administrative Assistant	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20		
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93		
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400		
Animal Care Technician	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20		
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93		
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400		
Animal Care Technician Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00		
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33		
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000		
Animal Control Officer	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40		
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53		
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300		
Animal Rescue Coordinator	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20		
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93		
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400		
Animal Services Assistant	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00		
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67		
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000		
Animal Services Dispatcher	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00		
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67		
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000		
Animal Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20		
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60		
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400		
Animal Services Field Supervisor	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80		
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73		
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100		

CITY OF MORENO VALLEY  
SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE		A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Services License Inspector	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Office Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Applications & Database Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant to the City Manager	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Assistant Crossing Guard Supervisor	NE	C05	Annual	36,046.40	36,046.40	37,856.00	39,748.80	39,748.80	41,745.60	41,745.60	43,825.60	43,825.60
			Monthly	3,003.87	3,003.87	3,154.67	3,312.40	3,312.40	3,478.80	3,478.80	3,652.13	3,652.13
			Hourly	17.3300	18.2000	18.2000	19.1100	19.1100	20.0700	20.0700	21.0700	21.0700
Assistant Engineer	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant Network Administrator	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Associate Engineer I	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Associate Engineer II	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Associate Planner	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Audio Visual Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Banquet Facility Representative	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Building Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		SALARY SCALE								
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Building Safety Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Business License Liaison	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Child Care Assistant	GRA	CC09	Annual	33,912.32	2,246.40	36,628.80	36,628.80	44,512.00	46,737.60	49,067.20	51,521.60	54,100.80
			Monthly	2,826.03	187.20	3,052.40	3,052.40	3,709.33	3,894.80	4,088.93	4,293.47	4,508.40
			Hourly	17.6100	18.4900	19.4100	20.3800	21.4000	22.4700	23.5900	24.7700	26.0100
Child Care Instructor II	GRA	CC11	Annual	39,561.60	41,537.60	43,617.60	45,801.60	48,089.60	50,502.40	53,019.20	54,350.40	55,702.40
			Monthly	3,296.80	3,461.47	3,634.80	3,816.80	4,007.47	4,208.53	4,418.27	4,529.20	4,641.87
			Hourly	19.0200	19.9700	20.9700	22.0200	23.1200	24.2800	25.4900	26.1300	26.7800
Child Care Program Manager	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Child Care Site Supervisor	GRA	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Community Enhancement Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Community Enhancement Officer I	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Community Enhancement Officer II	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Community Enhancement Supervisor	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Community Services Assistant Coordinator	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Community Services Coordinator	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Community Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**

**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		RANGES											
				A	B	C	D	E	F	G	H	I			
				5.0%		5.0%		5.0%		5.0%		5.0%		2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60			
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47			
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200			
Construction Inspector	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80			
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73			
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100			
Construction Inspector Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80			
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07			
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100			
Crossing Guard Supervisor	NE	C07	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80			
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07			
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100			
Customer Service Manager	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20			
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93			
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900			
Deputy City Clerk	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20			
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93			
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400			
Deputy City Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20			
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60			
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400			
Deputy Compliance Director	DMG	C35	Annual	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	193,481.60	198,328.00	203,278.40			
			Monthly	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	16,123.47	16,527.33	16,939.87			
			Hourly	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	93.0200	95.3500	97.7300			
Deputy Finance Director	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60			
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13			
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700			
Economic Development Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20			
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60			
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400			
Electric Utility Chief Engineer	PAM	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60			
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13			
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700			
Electric Utility Division Manager	DMG	C36	Annual	158,891.20	166,836.80	175,177.60	183,934.40	193,128.00	202,779.20	212,908.80	218,233.60	223,683.20			
			Monthly	13,240.93	13,903.07	14,598.13	15,327.87	16,094.00	16,898.27	17,742.40	18,186.13	18,640.27			
			Hourly	76.3900	80.2100	84.2200	88.4300	92.8500	97.4900	102.3600	104.9200	107.5400			
Electric Utility Program Coordinator	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40			
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53			
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300			
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20			
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60			
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400			

**Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &**

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Enterprise Systems Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Equipment Operator	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Executive Assistant I	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Facilities Maintenance Mechanic	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Facilities Maintenance Worker	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Financial Operations Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Financial Resources Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Fleet & Facilities Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
GIS Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
GIS Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		RANGES								
				A	B	C	D	E	F	G	H	I
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
GIS Specialist	NE	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Grants Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Grants Program Manager	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Human Resources Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Human Resources Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Human Resources Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Information Technology Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Landscape Services Inspector	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Facilities Maintenance Worker	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Maintenance Worker	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Lead Parks Maintenance Worker	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Lead Traffic Sign/Marking Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Lead Vehicle/Equipment Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Maintenance & Operations Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE	SALARY RANGES									
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Maintenance Worker II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Management Aide	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Management Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Management Assistant	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Media & Communications Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Network Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Network & Systems Specialist	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Paralegal	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Park Ranger	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Parking Control Officer	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Parks & Landscape Services Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

**Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &**

TITLE	GRP	GRADE	A B C D E F G H I									
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Parks Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Parks Maintenance Worker	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500
Parks Project Manager	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Payroll Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Permit Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Planning Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Principal Accountant	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Principal Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Principal Planner	PAM	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Public Safety Contracts Administrator	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Purchasing Division Manager	DMG	C32	Annual	118,976.00	124,924.80	131,164.80	137,716.80	144,601.60	151,840.00	159,432.00	163,425.60	167,502.40
			Monthly	9,914.67	10,410.40	10,930.40	11,476.40	12,050.13	12,653.33	13,286.00	13,618.80	13,958.53
			Hourly	57.2000	60.0600	63.0600	66.2100	69.5200	73.0000	76.6500	78.5700	80.5300
Recycling Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400

CITY OF MORENO VALLEY  
SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/08/2023

TITLE	GRP	GRADE										
		A	B	C	D	E	F	G	H	I		
			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Registered Veterinary Technician	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Resource Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Security Guard	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Senior Accountant	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Administrative Assistant	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Senior Applications Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Building Inspector	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Community Enhancement Officer	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Construction Inspector	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Senior Deputy City Clerk	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Senior Electrical Engineer	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Engineer, P.E.	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Equipment Operator	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Graphics Designer	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Senior Human Resources Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Landscape Services Inspector	PAM	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Senior Management Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Office Assistant	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Senior Parking Control Officer	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Senior Parks Maintenance Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Senior Payroll Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Permit Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Senior Planner	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Risk Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Telecommunications Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Traffic Signal Technician	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Special Districts Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Special Events & Facilities Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

TITLE	GRP	GRADE		SALARY RANGES									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20	
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27	
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900	
Strategic Initiatives Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Street Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80	
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07	
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100	
Telecommunications Engineer/Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20	
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27	
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400	
Telecommunications Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80	
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73	
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100	
Traffic Operations Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20	
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93	
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900	
Traffic Signal Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80	
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73	
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100	
Traffic Sign/Marking Technician I	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40	
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87	
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300	
Traffic Sign/Marking Technician II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40	
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53	
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300	
Utility Finance Manager	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80	
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40	
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100	
Vehicle/Equipment Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20	
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93	
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400	

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Accountant II	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Accounting Assistant	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800
Accounting Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Accounts Payable Supervisor	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Administrative Assistant	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Animal Care Technician	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Care Technician Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Animal Control Officer	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Animal Rescue Coordinator	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Services Assistant	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Animal Services Dispatcher	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Animal Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Animal Services Field Supervisor	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900

**CITY OF MORENO VALLEY**  
SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/06/2024

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Animal Services License Inspector	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Services Office Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Applications & Database Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant to the City Manager	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Assistant Crossing Guard Supervisor	NE	C05	Annual	38,209.60	38,209.60	40,123.20	42,120.00	42,120.00	44,220.80	44,220.80	46,425.60	46,425.60
			Monthly	3,184.13	3,184.13	3,343.60	3,510.00	3,510.00	3,685.07	3,685.07	3,868.80	3,868.80
			Hourly	18.3700	19.2900	19.2900	20.2500	20.2500	21.2600	21.2600	22.3200	22.3200
Assistant Engineer	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant Network Administrator	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Associate Engineer I	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Associate Engineer II	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Associate Planner	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Audio Visual Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Banquet Facility Representative	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Building Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,880.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Building Safety Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Business License Liaison	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Child Care Assistant	GRA	CC09	Annual	36,628.80	2,204.80	38,833.60	38,833.60	47,195.20	49,545.60	52,020.80	54,620.80	57,345.60
			Monthly	3,052.40	183.73	3,236.13	3,236.13	3,932.93	4,128.80	4,335.07	4,551.73	4,778.80
			Hourly	18.6700	19.6000	20.5800	21.6100	22.6900	23.8200	25.0100	26.2600	27.5700
Child Care Instructor II	GRA	CC11	Annual	41,953.60	44,054.40	46,259.20	48,568.00	51,001.60	53,560.00	56,243.20	57,657.60	59,092.80
			Monthly	3,496.13	3,671.20	3,854.93	4,047.33	4,250.13	4,463.33	4,686.93	4,804.80	4,924.40
			Hourly	20.1700	21.1800	22.2400	23.3500	24.5200	25.7500	27.0400	27.7200	28.4100
Child Care Program Manager	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Child Care Site Supervisor	GRA	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Community Enhancement Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Community Enhancement Officer I	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Community Enhancement Officer II	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Community Enhancement Supervisor	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Community Services Assistant Coordinator	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Community Services Coordinator	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Community Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Construction Inspector	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Construction Inspector Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Crossing Guard Supervisor	NE	C07	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Customer Service Manager	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Deputy City Clerk	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Deputy City Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Deputy Compliance Director	DMG	C35	Annual	153,046.40	160,700.80	168,729.60	177,174.40	186,035.20	195,332.80	205,108.80	210,246.40	215,508.80
			Monthly	12,753.87	13,391.73	14,060.80	14,764.53	15,502.93	16,277.73	17,092.40	17,520.53	17,959.07
			Hourly	73.5800	77.2600	81.1200	85.1800	89.4400	93.9100	98.6100	101.0800	103.6100
Deputy Finance Director	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Economic Development Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Electric Utility Chief Engineer	PAM	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Electric Utility Division Manager	DMG	C36	Annual	168,438.40	176,862.40	185,702.40	194,979.20	204,734.40	214,968.00	225,721.60	231,358.40	237,140.80
			Monthly	14,036.53	14,738.53	15,475.20	16,248.27	17,061.20	17,914.00	18,810.13	19,279.87	19,761.73
			Hourly	80.9800	85.0300	89.2800	93.7400	98.4300	103.3500	108.5200	111.2300	114.0100
Electric Utility Program Coordinator	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Enterprise Systems Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Equipment Operator	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Executive Assistant I	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Executive Assistant to Mayor/City Council	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Facilities Maintenance Mechanic	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Facilities Maintenance Worker	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Financial Operations Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Financial Resources Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Fleet & Facilities Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Annual	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
GIS Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
GIS Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
GIS Specialist	NE	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40	
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20	
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800	
Grants Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80	
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07	
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600	
Grants Program Manager	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00	
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33	
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500	
Human Resources Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20	
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93	
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400	
Human Resources Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80	
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07	
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600	
Human Resources Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Information Technology Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60	
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13	
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200	
Landscape Services Inspector	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40	
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53	
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300	
Lead Facilities Maintenance Worker	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40	
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53	
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300	
Lead Maintenance Worker	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60	
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80	
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200	
Lead Parks Maintenance Worker	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Lead Traffic Sign/Marking Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40	
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53	
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300	
Lead Vehicle/Equipment Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60	
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80	
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200	
Maintenance & Operations Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40	
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87	
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300	

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**CITY OF MORENO VALLEY**  
 SALARY SCALE - CAREER POSITIONS  
 EFFECTIVE 07/06/2024

TITLE	GRP	GRADE												
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00		
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33		
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500		
Maintenance Worker II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80		
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07		
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100		
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60		
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80		
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200		
Management Aide	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40		
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53		
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300		
Management Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Management Assistant	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20		
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93		
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900		
Media & Communications Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80		
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07		
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600		
Network Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		
Network & Systems Specialist	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20		
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93		
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400		
Paralegal	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Park Ranger	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60		
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80		
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200		
Parking Control Officer	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00		
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33		
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500		
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80		
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40		
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600		
Parks & Landscape Services Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40		
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87		
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300		

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

**CITY OF MORENO VALLEY**  
 SALARY SCALE - CAREER POSITIONS  
 EFFECTIVE 07/06/2024

**Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &**

TITLE	GRP	GRADE	SALARY									
			A	B	C	D	E	F	G	H	I	
			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Parks Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Parks Maintenance Worker	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks Project Manager	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Payroll Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Permit Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Planning Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Principal Accountant	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Principal Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Planner	PAM	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Public Safety Contracts Administrator	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Purchasing Division Manager	DMG	C32	Annual	126,131.20	132,433.60	139,048.00	145,995.20	153,296.00	160,971.20	169,020.80	173,243.20	177,569.60
			Monthly	10,510.93	11,036.13	11,587.33	12,166.27	12,774.67	13,414.27	14,085.07	14,436.93	14,797.47
			Hourly	60.6400	63.6700	66.8500	70.1900	73.7000	77.3900	81.2600	83.2900	85.3700
Recycling Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Resource Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Security Guard	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Senior Accountant	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Administrative Assistant	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Senior Applications Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Building Inspector	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Community Enhancement Officer	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Construction Inspector	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Senior Deputy City Clerk	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Senior Electrical Engineer	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Engineer, P.E.	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Equipment Operator	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Graphics Designer	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

### CITY OF MORENO VALLEY

SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/06/2024

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Senior Human Resources Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Landscape Services Inspector	PAM	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Senior Management Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Office Assistant	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Senior Parking Control Officer	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800
Senior Parks Maintenance Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Senior Payroll Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Permit Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Senior Planner	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Risk Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Telecommunications Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Traffic Signal Technician	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Special Districts Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Special Events & Facilities Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE												
				A	B	C	D	E	F	G	H	I		
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Storekeeper	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40		
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20		
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800		
Strategic Initiatives Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80		
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07		
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600		
Street Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20		
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93		
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900		
Telecommunications Engineer/Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20		
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93		
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400		
Telecommunications Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60		
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13		
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200		
Traffic Operations Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20		
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27		
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400		
Traffic Signal Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20		
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93		
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900		
Traffic Sign/Marking Technician I	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80		
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73		
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100		
Traffic Sign/Marking Technician II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80		
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07		
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100		
Utility Finance Manager	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80		
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40		
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100		
Vehicle/Equipment Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20		
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60		
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400		

Attachment: SA Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW &

RESOLUTION NO. MVCF 2023-XX

A RESOLUTION OF THE MORENO VALLEY COMMUNITY FOUNDATION (MVCF) OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2022/23

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

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

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

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

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

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

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

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

1  
Resolution No. MVCF 2023-XX  
Date Adopted: June 20, 2023

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)



1. The proposed amendments to the Operating and Capital Budgets, attached as Attachment 1 and as on file in the Office of the City Clerk, and as may have been amended by the Community Foundation’s Board of Directors, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Community Foundation for the Fiscal Year 2022/23.
2. The Proposed Amendments to the City Position Summary, included as Exhibit A to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Community Foundation’s Board of Directors, is hereby adopted as part of the Approved City Position Summary of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
3. The Proposed Amendments to the Career Positions Salary Schedule, included as Exhibit B to this Resolution, and on file in the Office of the City Clerk, and as may have been amended by the Community Foundation’s Board of Directors, is hereby adopted as part of the Approved Career Positions Salary Schedule of the City of Moreno Valley for Fiscal Year 2023/24 and 2024/25.
4. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

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

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley,  
 Acting in the capacity of President of the  
 Moreno Valley Community Foundation

ATTEST:

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

APPROVED AS TO FORM:

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

2  
 Resolution No. MVCF 2023-XX  
 Date Adopted: June 20, 2023

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Foundation, Moreno Valley, California do hereby certify that Resolution No. MVCF 2023-XX was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Foundation at a regular meeting held on 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board members, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. MVCF 2023-XX<sup>3</sup>  
Date Adopted: June 20, 2023

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Accountant I	1	-	1	-	1
Accountant II	1	-	1	-	1
Accounting Assistant	3	(1)	2	-	2
Accounting Technician	1	-	1	-	1
Accounts Payable Supervisor	1	-	1	-	1
Administrative Assistant	7	3	10	-	10
Animal Care Technician	5	-	5	-	5
Animal Care Technician Supervisor	1	-	1	-	1
Animal Control Officer	6	-	6	-	6
Animal Rescue Coordinator	1	-	1	-	1
Animal Services Assistant	4	-	4	-	4
Animal Services Dispatcher	1	-	1	-	1
Animal Services Division Manager	1	-	1	-	1
Animal Services Field Supervisor	1	-	1	-	1
Animal Services License Inspector	1	-	1	-	1
Animal Services Office Supervisor	1	-	1	-	1
Applications & Database Administrator	1	-	1	-	1
Applications Analyst	1	1	2	-	2
Assistant City Manager (Administration)	1	-	1	-	1
Assistant City Manager (Development)	1	-	1	-	1
Assistant to the City Manager	1	-	1	-	1
Assistant Crossing Guard Supervisor	1	-	1	-	1
Assistant Engineer	2	-	2	-	2
Assistant Network Administrator	1	-	1	-	1
Associate Engineer I	2	-	2	-	2
Associate Engineer II	3	-	3	-	3
Associate Planner	4	-	4	-	4
Audio Visual Technician	2	-	2	-	2
Banquet Facility Representative	1	-	1	-	1
Building Division Manager/Official	1	-	1	-	1
Building Inspector II	4	(1)	3	-	3
Building Safety Supervisor	1	-	1	-	1
Business License Liaison	1	-	1	-	1
Chief Financial Officer	-	1	1	-	1
Child Care Assistant	4	-	4	-	4
Child Care Instructor II	4	-	4	-	4
Child Care Program Manager	1	-	1	-	1
Child Care Site Supervisor	4	-	4	-	4
City Clerk	1	-	1	-	1
City Manager	1	-	1	-	1
Community Development Director	1	-	1	-	1
Community Enhancement Division Manager	1	-	1	-	1
Community Enhancement Officer I	6	-	6	-	6
Community Enhancement Officer II	3	-	3	-	3
Community Enhancement Supervisor	1	-	1	-	1
Community Services Assistant Coordinator	4	-	4	-	4
Community Services Coordinator	4	-	4	-	4
Community Services Division Manager	1	-	1	-	1
Community Services Supervisor	4	-	4	-	4
Construction Inspector	2	-	2	-	2
Construction Inspector Supervisor	1	-	1	-	1
Crossing Guard	35	-	35	-	35
Crossing Guard Supervisor	1	-	1	-	1
Customer Service Manager	1	-	1	-	1
Deputy City Clerk	1	-	1	-	1

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Deputy City Manager	1	-	1	-	1
Deputy Compliance Director	-	1	1	-	1
Deputy Finance Director	1	-	1	-	1
Economic Development Division Manager	2	-	2	-	2
Economic Development & Housing Director	-	1	1	-	1
Electric Utility Chief Engineer	1	-	1	-	1
Electric Utility Division Manager	1	-	1	-	1
Electric Utility Program Coordinator	1	-	1	-	1
Emergency Management & Volunteer Services Program Manager	1	-	1	-	1
Emergency Management & Volunteer Services Program Specialist	1	-	1	-	1
Engineering Division Manager/Assistant City Engineer	1	-	1	-	1
Enterprise Systems Administrator	1	-	1	-	1
Equipment Operator	6	-	6	-	6
Executive Assistant I	5	-	5	-	5
Executive Assistant to Mayor/City Council	1	-	1	-	1
Facilities Maintenance Mechanic	1	-	1	-	1
Facilities Maintenance Worker	3	-	3	-	3
Financial Operations Division Manager	1	-	1	-	1
Financial Resources Division Manager	1	-	1	-	1
Fleet & Facilities Division Manager	1	-	1	-	1
Fleet & Facilities Maintenance Supervisor	1	-	1	-	1
GIS Administrator	1	-	1	-	1
GIS Applications Analyst	1	-	1	-	1
GIS Specialist	1	-	1	-	1
Grants Division Manager	1	-	1	-	1
Grants Program Manager	1	-	1	-	1
Human Resources Analyst	1	-	1	-	1
Human Resources Director	-	1	1	-	1
Human Resources Division Manager	1	-	1	-	1
Human Resources Technician	-	2	2	-	2
Information Technology Technician	2	-	2	-	2
Landscape Services Inspector	2	-	2	-	2
Lead Facilities Maintenance Worker	1	-	1	-	1
Lead Maintenance Worker	4	-	4	-	4
Lead Parks Maintenance Worker	7	-	7	-	7
Lead Traffic Sign/Marking Technician	2	-	2	-	2
Lead Vehicle/Equipment Technician	1	-	1	-	1
Maintenance & Operations Division Manager	1	-	1	-	1
Maintenance Worker I/II	27	-	27	-	27
Maintenance Worker/Work Release Coordinator	1	-	1	-	1
Management Aide	7	-	7	-	7
Management Analyst	8	(1)	7	-	7
Management Assistant	10	2	12	-	12
Media & Communications Division Manager	1	-	1	-	1
Network Administrator	1	-	1	-	1
Network & Systems Specialist	1	-	1	-	1
Paralegal	1	-	1	-	1
Park Ranger	4	-	4	-	4
Parking Control Officer	2	-	2	-	2
Parks & Community Services Administration & Financial Services Division Manager	-	1	1	-	1
Parks & Community Services Director	1	-	1	-	1
Parks & Landscape Services Division Manager	1	-	1	-	1
Parks Maintenance Supervisor	2	-	2	-	2
Parks Maintenance Worker	18	-	18	-	18
Parks Project Manager	1	-	1	-	1

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

City of Moreno Valley  
 FY 2023/24 - 2024/25  
 City Position Summary

Position Title	FY	FY	FY	FY	FY
	2022/23 No.	2023/24 Adj.	2023/24 No.	2024/25 Adj.	2024/25 No.
Payroll Supervisor	1	-	1	-	1
Permit Technician	4	-	4	-	4
Planning Division Manager/Official	1	-	1	-	1
Principal Accountant	1	-	1	-	1
Principal Engineer	2	-	2	-	2
Principal Engineer/City Traffic Engineer	1	-	1	-	1
Principal Planner	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	1	-	1	-	1
Public Safety Contracts Administrator	1	-	1	-	1
Purchasing Division Manager	1	-	1	-	1
Public Works Director/City Engineer	1	-	1	-	1
Recycling Specialist	1	1	2	-	2
Registered Veterinary Technician	1	-	1	-	1
Resource Analyst	1	-	1	-	1
Security Guard	2	-	2	-	2
Senior Accountant	4	-	4	-	4
Senior Administrative Assistant	13	(1)	12	-	12
Senior Applications Analyst	1	1	2	-	2
Senior Building Inspector	-	1	1	-	1
Senior Community Enhancement Officer	2	-	2	-	2
Senior Construction Inspector	2	-	2	-	2
Senior Deputy City Clerk	1	-	1	-	1
Senior Electrical Engineer	1	-	1	-	1
Senior Engineer, P.E.	5	-	5	-	5
Senior Equipment Operator	1	-	1	-	1
Senior Graphics Designer	1	-	1	-	1
Senior Human Resources Analyst	1	-	1	-	1
Senior Landscape Services Inspector	1	-	1	-	1
Senior Management Analyst	13	2	15	-	15
Senior Office Assistant	3	-	3	-	3
Senior Parking Control Officer	1	-	1	-	1
Senior Parks Maintenance Technician	2	-	2	-	2
Senior Payroll Technician	1	-	1	-	1
Senior Permit Technician	3	-	3	-	3
Senior Planner	1	-	1	-	1
Senior Risk Analyst	-	1	1	-	1
Senior Telecommunications Technician	1	-	1	-	1
Senior Traffic Signal Technician	1	-	1	-	1
Special Districts Division Manager	1	-	1	-	1
Special Events & Facilities Division Manager	1	-	1	-	1
Storekeeper	1	1	2	-	2
Strategic Initiatives Manager	1	-	1	-	1
Street Maintenance Supervisor	2	-	2	-	2
Telecommunications Engineer/Administrator	1	-	1	-	1
Telecommunications Technician	1	-	1	-	1
Traffic Operations Supervisor	1	-	1	-	1
Traffic Signal Technician	2	-	2	-	2
Traffic Sign/Marking Technician I	1	-	1	-	1
Traffic Sign/Marking Technician II	2	-	2	-	2
Utility Finance Manager	1	-	1	-	1
Vehicle/Equipment Technician	3	-	3	-	3
<b>Total</b>	<b>386</b>	<b>16</b>	<b>402</b>	<b>-</b>	<b>402</b>

Note: Excludes City Council Members, Planning Commissioners and temporary positions.

Per Municipal Code 2.18.010, the Planning Commission shall consist of seven members who shall receive such compensation as may be established from time to time by resolution of the City Council.

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW & BUDGET AMENDMENTS)

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
			5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Accountant I	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Accountant II	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Accounting Assistant	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Accounting Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Accounts Payable Supervisor	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Administrative Assistant	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Animal Care Technician	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Care Technician Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Animal Control Officer	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Animal Rescue Coordinator	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Assistant	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Dispatcher	NE	C10	Annual	39,728.00	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	54,579.20	55,952.00
			Monthly	3,310.67	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,548.27	4,662.67
			Hourly	19.1000	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.2400	26.9000
Animal Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Animal Services Field Supervisor	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

**Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Animal Services License Inspector	NE	C11	Annual	41,724.80	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	57,304.00	58,739.20
			Monthly	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,775.33	4,894.93
			Hourly	20.0600	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	27.5500	28.2400
Animal Services Office Supervisor	PAM	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000
Applications & Database Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant to the City Manager	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600
Assistant Crossing Guard Supervisor	NE	C05	Annual	36,046.40	36,046.40	37,856.00	39,748.80	39,748.80	41,745.60	41,745.60	43,825.60	43,825.60
			Monthly	3,003.87	3,003.87	3,154.67	3,312.40	3,312.40	3,478.80	3,478.80	3,652.13	3,652.13
			Hourly	17.3300	18.2000	18.2000	19.1100	19.1100	20.0700	20.0700	21.0700	21.0700
Assistant Engineer	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Assistant Network Administrator	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Associate Engineer I	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Associate Engineer II	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Associate Planner	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Audio Visual Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Banquet Facility Representative	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Building Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

Table with columns: TITLE, GRP, GRADE, A, B, C, D, E, F, G, H, I. Rows include various job titles such as Building Inspector II, Building Safety Supervisor, Business License Liaison, etc., with their respective salary details.



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Community Services Supervisor	PAM	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200
Construction Inspector	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Construction Inspector Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Crossing Guard Supervisor	NE	C07	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Customer Service Manager	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Deputy City Clerk	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Deputy City Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Deputy Compliance Director	DMG	C35	Annual	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	193,481.60	198,328.00	203,278.40
			Monthly	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	16,123.47	16,527.33	16,939.87
			Hourly	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	93.0200	95.3500	97.7300
Deputy Finance Director	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Economic Development Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Electric Utility Chief Engineer	PAM	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Electric Utility Division Manager	DMG	C36	Annual	158,891.20	166,836.80	175,177.60	183,934.40	193,128.00	202,779.20	212,908.80	218,233.60	223,683.20
			Monthly	13,240.93	13,903.07	14,598.13	15,327.87	16,094.00	16,898.27	17,742.40	18,186.13	18,640.27
			Hourly	76.3900	80.2100	84.2200	88.4300	92.8500	97.4900	102.3600	104.9200	107.5400
Electric Utility Program Coordinator	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
				5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Emergency Management & Volunteer Services Program Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20	
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93	
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400	
Engineering Division Manager/Assistant City Engineer	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Enterprise Systems Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80	
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40	
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100	
Equipment Operator	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20	
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93	
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400	
Executive Assistant I	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60	
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47	
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200	
Executive Assistant to Mayor/City Council	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Facilities Maintenance Mechanic	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40	
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53	
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300	
Facilities Maintenance Worker	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40	
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87	
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300	
Financial Operations Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60	
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47	
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700	
Financial Resources Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60	
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47	
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700	
Fleet & Facilities Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80	
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40	
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100	
Fleet & Facilities Maintenance Supervisor	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40	
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53	
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300	
GIS Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20	
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27	
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400	
GIS Applications Analyst	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80	
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07	
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100	

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

**Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW**

TITLE	GRP	GRADE		RANGE									
				A	B	C	D	E	F	G	H	I	
				5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
GIS Specialist	NE	C21	Annual	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	93,350.40	95,680.00	
			Monthly	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,779.20	7,973.33	
			Hourly	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	44.8800	46.0000	
Grants Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60	
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47	
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700	
Grants Program Manager	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40	
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53	
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300	
Human Resources Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80	
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73	
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600	
Human Resources Division Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Human Resources Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80	
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73	
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100	
Information Technology Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80	
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73	
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100	
Landscape Services Inspector	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20	
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27	
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400	
Lead Facilities Maintenance Worker	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20	
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27	
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400	
Lead Maintenance Worker	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60	
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47	
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200	
Lead Parks Maintenance Worker	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40	
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53	
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300	
Lead Traffic Sign/Marking Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20	
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27	
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400	
Lead Vehicle/Equipment Technician	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60	
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47	
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200	
Maintenance & Operations Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80	
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40	
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100	

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		A B C D E F G H I										
				A	B	C	D	E	F	G	H	I		
				5.0%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Maintenance Worker I	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00		
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33		
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500		
Maintenance Worker II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40		
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53		
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300		
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20		
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93		
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400		
Management Aide	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20		
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27		
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400		
Management Analyst	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80		
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73		
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2600			
Management Assistant	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80		
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73		
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100		
Media & Communications Division Manager	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,676.80	180,065.60		
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47		
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700		
Network Administrator	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80		
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40		
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100		
Network & Systems Specialist	PAM	C24	Annual	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	108,076.80	110,780.80		
			Monthly	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,006.40	9,231.73		
			Hourly	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	51.9600	53.2600		
Paralegal	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80		
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73		
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100		
Park Ranger	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20		
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93		
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400		
Parking Control Officer	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00		
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33		
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500		
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20		
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60		
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400		
Parks & Landscape Services Division Manager	DMG	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80		
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40		
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100		

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE		RANGE									
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80	
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07	
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100	
Parks Maintenance Worker	NE	C12	Annual	43,804.80	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	60,174.40	61,672.00	
			Monthly	3,650.40	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,014.53	5,139.33	
			Hourly	21.0600	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	28.9300	29.6500	
Parks Project Manager	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80	
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07	
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100	
Payroll Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20	
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93	
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900	
Permit Technician	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20	
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27	
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400	
Planning Division Manager/Official	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60	
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13	
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700	
Principal Accountant	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80	
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40	
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100	
Principal Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,678.80	180,065.60	
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47	
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700	
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,678.80	180,065.60	
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47	
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700	
Principal Planner	PAM	C33	Annual	127,899.20	134,284.80	141,003.20	148,054.40	155,459.20	163,238.40	171,392.00	175,678.80	180,065.60	
			Monthly	10,658.27	11,190.40	11,750.27	12,337.87	12,954.93	13,603.20	14,282.67	14,639.73	15,005.47	
			Hourly	61.4900	64.5600	67.7900	71.1800	74.7400	78.4800	82.4000	84.4600	86.5700	
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80	
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40	
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100	
Public Safety Contracts Administrator	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20	
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60	
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400	
Purchasing Division Manager	DMG	C32	Annual	118,976.00	124,924.80	131,164.80	137,716.80	144,601.60	151,840.00	159,432.00	163,425.60	167,502.40	
			Monthly	9,914.67	10,410.40	10,930.40	11,476.40	12,050.13	12,653.33	13,286.00	13,618.80	13,958.53	
			Hourly	57.2000	60.0600	63.0600	66.2100	69.5200	73.0000	76.6500	78.5700	80.5300	
Recycling Specialist	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20	
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93	
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400	

## CITY OF MORENO VALLEY

SALARY SCALE - CAREER POSITIONS  
EFFECTIVE 07/08/2023

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

TITLE	GRP	GRADE	RANGE									
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	73,132.80	74,963.20
			Monthly	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,094.40	6,246.93
			Hourly	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	35.1600	36.0400
Resource Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Security Guard	NE	C08	Annual	36,046.40	37,856.00	39,748.80	41,745.60	43,825.60	46,009.60	48,318.40	49,524.80	50,772.80
			Monthly	3,003.87	3,154.67	3,312.40	3,478.80	3,652.13	3,834.13	4,026.53	4,127.07	4,231.07
			Hourly	17.3300	18.2000	19.1100	20.0700	21.0700	22.1200	23.2300	23.8100	24.4100
Senior Accountant	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Administrative Assistant	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400
Senior Applications Analyst	PAM	C27	Annual	91,062.40	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	125,070.40	128,190.40
			Monthly	7,588.53	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,422.53	10,682.53
			Hourly	43.7800	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	60.1300	61.6300
Senior Building Inspector	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Senior Community Enhancement Officer	PAM	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Senior Construction Inspector	PAM	C23	Annual	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	102,939.20	105,518.40
			Monthly	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,578.27	8,793.20
			Hourly	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	48.2800	49.4900	50.7300
Senior Deputy City Clerk	DMG	C30	Annual	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	144,768.00	148,387.20
			Monthly	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,064.00	12,365.60
			Hourly	50.6800	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	69.6000	71.3400
Senior Electrical Engineer	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Engineer, P.E.	PAM	C31	Annual	110,676.80	116,209.60	122,012.80	128,107.20	134,513.60	141,232.00	148,304.00	152,006.40	155,812.80
			Monthly	9,223.07	9,684.13	10,167.73	10,675.60	11,209.47	11,769.33	12,358.67	12,667.20	12,984.40
			Hourly	53.2100	55.8700	58.6600	61.5900	64.6700	67.9000	71.3000	73.0800	74.9100
Senior Equipment Operator	NE	C18	Annual	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	80,641.60	82,659.20
			Monthly	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,720.13	6,888.27
			Hourly	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	38.7700	39.7400
Senior Graphics Designer	NE	C19	Annual	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	84,656.00	86,777.60
			Monthly	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,054.67	7,231.47
			Hourly	29.6300	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	40.7000	41.7200

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/08/2023

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

Table with columns: TITLE, GRP, GRADE, and salary bands A through I. Rows include various job titles like Senior Human Resources Analyst, Senior Landscape Services Inspector, etc., with their respective annual, monthly, and hourly rates.

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/08/2023**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Storekeeper	NE	C14	Annual	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	66,331.20	67,995.20
			Monthly	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,527.60	5,666.27
			Hourly	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	31.8900	32.6900
Strategic Initiatives Manager	DMG	C34	Annual	137,488.00	144,372.80	151,590.40	159,161.60	167,128.00	175,489.60	184,267.20	188,864.00	193,585.60
			Monthly	11,457.33	12,031.07	12,632.53	13,263.47	13,927.33	14,624.13	15,355.60	15,738.67	16,132.13
			Hourly	66.1000	69.4100	72.8800	76.5200	80.3500	84.3700	88.5900	90.8000	93.0700
Street Maintenance Supervisor	PAM	C25	Annual	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40	105,435.20	110,697.60	113,464.00	116,292.80
			Monthly	6,883.07	7,228.00	7,590.27	7,969.87	8,368.53	8,786.27	9,224.80	9,455.33	9,691.07
			Hourly	39.7100	41.7000	43.7900	45.9800	48.2800	50.6900	53.2200	54.5500	55.9100
Telecommunications Engineer/Administrator	PAM	C29	Annual	100,380.80	105,393.60	110,656.00	116,188.80	121,992.00	128,086.40	134,492.80	137,862.40	141,315.20
			Monthly	8,365.07	8,782.80	9,221.33	9,682.40	10,166.00	10,673.87	11,207.73	11,488.53	11,776.27
			Hourly	48.2600	50.6700	53.2000	55.8600	58.6500	61.5800	64.6600	66.2800	67.9400
Telecommunications Technician	NE	C20	Annual	64,708.80	67,953.60	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	88,899.20	91,124.80
			Monthly	5,392.40	5,662.80	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,408.27	7,593.73
			Hourly	31.1100	32.6700	34.3000	36.0200	37.8200	39.7100	41.7000	42.7400	43.8100
Traffic Operations Supervisor	PAM	C26	Annual	86,715.20	91,041.60	95,596.80	100,380.80	105,393.60	110,656.00	116,188.80	119,100.80	122,075.20
			Monthly	7,226.27	7,586.80	7,966.40	8,365.07	8,782.80	9,221.33	9,682.40	9,925.07	10,172.93
			Hourly	41.6900	43.7700	45.9600	48.2600	50.6700	53.2000	55.8600	57.2600	58.6900
Traffic Signal Technician	NE	C22	Annual	71,344.00	74,921.60	78,665.60	82,596.80	86,736.00	91,083.20	95,638.40	98,030.40	100,484.80
			Monthly	5,945.33	6,243.47	6,555.47	6,883.07	7,228.00	7,590.27	7,969.87	8,169.20	8,373.73
			Hourly	34.3000	36.0200	37.8200	39.7100	41.7000	43.7900	45.9800	47.1300	48.3100
Traffic Sign/Marking Technician I	NE	C13	Annual	45,988.80	48,297.60	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	63,169.60	64,750.40
			Monthly	3,832.40	4,024.80	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,264.13	5,395.87
			Hourly	22.1100	23.2200	24.3800	25.6000	26.8800	28.2200	29.6300	30.3700	31.1300
Traffic Sign/Marking Technician II	NE	C15	Annual	50,710.40	53,248.00	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	69,659.20	71,406.40
			Monthly	4,225.87	4,437.33	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,804.93	5,950.53
			Hourly	24.3800	25.6000	26.8800	28.2200	29.6300	31.1100	32.6700	33.4900	34.3300
Utility Finance Manager	PAM	C28	Annual	95,617.60	100,401.60	105,414.40	110,676.80	116,209.60	122,012.80	128,107.20	131,310.40	134,596.80
			Monthly	7,968.13	8,366.80	8,784.53	9,223.07	9,684.13	10,167.73	10,675.60	10,942.53	11,216.40
			Hourly	45.9700	48.2700	50.6800	53.2100	55.8700	58.6600	61.5900	63.1300	64.7100
Vehicle/Equipment Technician	NE	C17	Annual	55,910.40	58,697.60	61,630.40	64,708.80	67,953.60	71,344.00	74,921.60	76,793.60	78,707.20
			Monthly	4,659.20	4,891.47	5,135.87	5,392.40	5,662.80	5,945.33	6,243.47	6,399.47	6,558.93
			Hourly	26.8800	28.2200	29.6300	31.1100	32.6700	34.3000	36.0200	36.9200	37.8400

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Accountant I	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Accountant II	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20	
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93	
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400	
Accounting Assistant	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Accounting Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	
Accounts Payable Supervisor	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Administrative Assistant	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60	
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80	
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200	
Animal Care Technician	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Care Technician Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40	
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20	
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800	
Animal Control Officer	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Animal Rescue Coordinator	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20	
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60	
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400	
Animal Services Assistant	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Dispatcher	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80	
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73	
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100	
Animal Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80	
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40	
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600	
Animal Services Field Supervisor	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	
Animal Services License Inspector	NE	C11	Annual	44,241.60	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	60,756.80	62,275.20
			Monthly	3,686.80	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,063.07	5,189.60
			Hourly	21.2700	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.2100	29.9400
Animal Services Office Supervisor	PAM	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Applications & Database Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Applications Analyst	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant to the City Manager	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Assistant Crossing Guard Supervisor	NE	C05	Annual	38,209.60	38,209.60	40,123.20	42,120.00	42,120.00	44,220.80	44,220.80	46,425.60	46,425.60
			Monthly	3,184.13	3,184.13	3,343.60	3,510.00	3,510.00	3,685.07	3,685.07	3,868.80	3,868.80
			Hourly	18.3700	19.2900	19.2900	20.2500	20.2500	21.2600	21.2600	22.3200	22.3200
Assistant Engineer	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Assistant Network Administrator	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Associate Engineer I	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Associate Engineer II	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400
Associate Planner	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Audio Visual Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Banquet Facility Representative	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Building Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,880.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600

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**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Building Inspector II	NE	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Building Safety Supervisor	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Business License Liaison	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Child Care Assistant	GRA	CC09	Annual	36,628.80	2,204.80	38,833.60	38,833.60	47,195.20	49,545.60	52,020.80	54,620.80	57,345.60
			Monthly	3,052.40	183.73	3,236.13	3,236.13	3,932.93	4,128.80	4,335.07	4,551.73	4,778.80
			Hourly	18.6700	19.6000	20.5800	21.6100	22.6900	23.8200	25.0100	26.2600	27.5700
Child Care Instructor II	GRA	CC11	Annual	41,953.60	44,054.40	46,259.20	48,568.00	51,001.60	53,560.00	56,243.20	57,657.60	59,092.80
			Monthly	3,496.13	3,671.20	3,854.93	4,047.33	4,250.13	4,463.33	4,686.93	4,804.80	4,924.40
			Hourly	20.1700	21.1800	22.2400	23.3500	24.5200	25.7500	27.0400	27.7200	28.4100
Child Care Program Manager	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Child Care Site Supervisor	GRA	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Community Enhancement Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Community Enhancement Officer I	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Community Enhancement Officer II	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Community Enhancement Supervisor	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Community Services Assistant Coordinator	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Community Services Coordinator	NE	C10	Annual	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	53,747.20	56,430.40	57,844.80	59,300.80
			Monthly	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,478.93	4,702.53	4,820.40	4,941.73
			Hourly	20.2500	21.2600	22.3200	23.4400	24.6100	25.8400	27.1300	27.8100	28.5100
Community Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

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**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE	SALARY SCALE									
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Community Services Supervisor	PAM	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Construction Inspector	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Construction Inspector Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Crossing Guard Supervisor	NE	C07	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Customer Service Manager	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Deputy City Clerk	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Deputy City Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Deputy Compliance Director	DMG	C35	Annual	153,046.40	160,700.80	168,729.60	177,174.40	186,035.20	195,332.80	205,108.80	210,246.40	215,508.80
			Monthly	12,753.87	13,391.73	14,060.80	14,764.53	15,502.93	16,277.73	17,092.40	17,520.53	17,959.07
			Hourly	73.5800	77.2600	81.1200	85.1800	89.4400	93.9100	98.6100	101.0800	103.6100
Deputy Finance Director	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Economic Development Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Electric Utility Chief Engineer	PAM	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Electric Utility Division Manager	DMG	C36	Annual	168,438.40	176,862.40	185,702.40	194,979.20	204,734.40	214,968.00	225,721.60	231,358.40	237,140.80
			Monthly	14,036.53	14,738.53	15,475.20	16,248.27	17,061.20	17,914.00	18,810.13	19,279.87	19,761.73
			Hourly	80.9800	85.0300	89.2800	93.7400	98.4300	103.3500	108.5200	111.2300	114.0100
Electric Utility Program Coordinator	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Emergency Management & Volunteer Services Program Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

CITY OF MORENO VALLEY
SALARY SCALE - CAREER POSITIONS
EFFECTIVE 07/06/2024

Table with columns: TITLE, GRP, GRADE, and salary bands A through I. Rows include various roles such as Emergency Management Specialist, Engineering Division Manager, and GIS Administrator.

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
GIS Specialist	NE	C21	Annual	72,051.20	75,649.60	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	98,987.20	101,462.40
			Monthly	6,004.27	6,304.13	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,248.93	8,455.20
			Hourly	34.6400	36.3700	38.1900	40.1000	42.1100	44.2200	46.4300	47.5900	48.7800
Grants Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Grants Program Manager	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Human Resources Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Human Resources Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Human Resources Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Information Technology Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Landscape Services Inspector	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Facilities Maintenance Worker	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Maintenance Worker	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Lead Parks Maintenance Worker	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Lead Traffic Sign/Marking Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Lead Vehicle/Equipment Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Maintenance & Operations Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Maintenance Worker I	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Maintenance Worker II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100
Maintenance Worker/Work Release Coordinator	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Management Aide	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Management Analyst	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Management Assistant	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Media & Communications Division Manager	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Network Administrator	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Network & Systems Specialist	PAM	C24	Annual	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	106,412.80	111,737.60	114,524.80	117,395.20
			Monthly	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,867.73	9,311.47	9,543.73	9,782.93
			Hourly	40.0900	42.0900	44.1900	46.4000	48.7200	51.1600	53.7200	55.0600	56.4400
Paralegal	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Park Ranger	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Parking Control Officer	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks & Community Services Administration & Financial Services Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Parks & Landscape Services Division Manager	DMG	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Parks Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Parks Maintenance Worker	NE	C12	Annual	46,446.40	48,776.00	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	63,814.40	65,416.00
			Monthly	3,870.53	4,064.67	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,317.87	5,451.33
			Hourly	22.3300	23.4500	24.6200	25.8500	27.1400	28.5000	29.9300	30.6800	31.4500
Parks Project Manager	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Payroll Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400
Permit Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Planning Division Manager/Official	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Principal Accountant	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Principal Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Engineer/City Traffic Engineer	DMG	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Principal Planner	PAM	C33	Annual	135,574.40	142,355.20	149,468.80	156,936.00	164,777.60	173,014.40	181,667.20	186,201.60	190,860.80
			Monthly	11,297.87	11,862.93	12,455.73	13,078.00	13,731.47	14,417.87	15,138.93	15,516.80	15,905.07
			Hourly	65.1800	68.4400	71.8600	75.4500	79.2200	83.1800	87.3400	89.5200	91.7600
Public Information/Intergovernmental Relations Officer	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100
Public Safety Contracts Administrator	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Purchasing Division Manager	DMG	C32	Annual	126,131.20	132,433.60	139,048.00	145,995.20	153,296.00	160,971.20	169,020.80	173,243.20	177,569.60
			Monthly	10,510.93	11,036.13	11,587.33	12,166.27	12,774.67	13,414.27	14,085.07	14,436.93	14,797.47
			Hourly	60.6400	63.6700	66.8500	70.1900	73.7000	77.3900	81.2600	83.2900	85.3700
Recycling Specialist	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW



**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
			A	B	C	D	E	F	G	H	I	
				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Registered Veterinary Technician	NE	C16	Annual	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	77,563.20	79,497.60
			Monthly	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,463.60	6,624.80
			Hourly	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	37.2900	38.2200
Resource Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Security Guard	NE	C08	Annual	38,209.60	40,123.20	42,120.00	44,220.80	46,425.60	48,755.20	51,188.80	52,478.40	53,788.80
			Monthly	3,184.13	3,343.60	3,510.00	3,685.07	3,868.80	4,062.93	4,265.73	4,373.20	4,482.40
			Hourly	18.3700	19.2900	20.2500	21.2600	22.3200	23.4400	24.6100	25.2300	25.8600
Senior Accountant	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Administrative Assistant	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400
Senior Applications Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Building Inspector	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900
Senior Community Enhancement Officer	PAM	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Construction Inspector	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Senior Deputy City Clerk	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600
Senior Electrical Engineer	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Engineer, P.E.	PAM	C31	Annual	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	149,760.00	157,248.00	161,179.20	165,214.40
			Monthly	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,480.00	13,104.00	13,431.60	13,767.87
			Hourly	56.4100	59.2300	62.1900	65.3000	68.5700	72.0000	75.6000	77.4900	79.4300
Senior Equipment Operator	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Graphics Designer	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE										
				A	B	C	D	E	F	G	H	I
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Senior Human Resources Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Landscape Services Inspector	PAM	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Senior Management Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Office Assistant	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100
Senior Parking Control Officer	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800
Senior Parks Maintenance Technician	NE	C19	Annual	65,332.80	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	89,731.20	91,977.60
			Monthly	5,444.40	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,477.60	7,664.80
			Hourly	31.4100	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	43.1400	44.2200
Senior Payroll Technician	NE	C18	Annual	62,233.60	65,353.60	68,619.20	72,051.20	75,649.60	79,435.20	83,408.00	85,488.00	87,630.40
			Monthly	5,186.13	5,446.13	5,718.27	6,004.27	6,304.13	6,619.60	6,950.67	7,124.00	7,302.53
			Hourly	29.9200	31.4200	32.9900	34.6400	36.3700	38.1900	40.1000	41.1000	42.1300
Senior Permit Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200
Senior Planner	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Risk Analyst	PAM	C27	Annual	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	132,620.80	135,928.00
			Monthly	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,051.73	11,327.33
			Hourly	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	63.7600	65.3500
Senior Telecommunications Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900
Senior Traffic Signal Technician	PAM	C23	Annual	79,435.20	83,408.00	87,588.80	91,977.60	96,574.40	101,400.00	106,475.20	109,137.60	111,862.40
			Monthly	6,619.60	6,950.67	7,299.07	7,664.80	8,047.87	8,450.00	8,872.93	9,094.80	9,321.87
			Hourly	38.1900	40.1000	42.1100	44.2200	46.4300	48.7500	51.1900	52.4700	53.7800
Special Districts Division Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600
Special Events & Facilities Division Manager	DMG	C30	Annual	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	142,646.40	149,780.80	153,524.80	157,372.80
			Monthly	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,887.20	12,481.73	12,793.73	13,114.40
			Hourly	53.7300	56.4200	59.2400	62.2000	65.3100	68.5800	72.0100	73.8100	75.6600

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW

**CITY OF MORENO VALLEY**  
**SALARY SCALE - CAREER POSITIONS**  
**EFFECTIVE 07/06/2024**

TITLE	GRP	GRADE											
				A	B	C	D	E	F	G	H	I	
					5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%	2.5%
Storekeeper	NE	C14	Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	70,366.40	72,134.40	
			Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	5,863.87	6,011.20	
			Hourly	24.6200	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	33.8300	34.6800	
Strategic Initiatives Manager	DMG	C34	Annual	145,745.60	153,025.60	160,680.00	168,708.80	177,153.60	186,014.40	195,312.00	200,200.00	205,212.80	
			Monthly	12,145.47	12,752.13	13,390.00	14,059.07	14,762.80	15,501.20	16,276.00	16,683.33	17,101.07	
			Hourly	70.0700	73.5700	77.2500	81.1100	85.1700	89.4300	93.9000	96.2500	98.6600	
Street Maintenance Supervisor	PAM	C25	Annual	87,568.00	91,956.80	96,553.60	101,379.20	106,454.40	111,779.20	117,374.40	120,307.20	123,323.20	
			Monthly	7,297.33	7,663.07	8,046.13	8,448.27	8,871.20	9,314.93	9,781.20	10,025.60	10,276.93	
			Hourly	42.1000	44.2100	46.4200	48.7400	51.1800	53.7400	56.4300	57.8400	59.2900	
Telecommunications Engineer/Administrator	PAM	C29	Annual	106,412.80	111,737.60	117,332.80	123,198.40	129,355.20	135,824.00	142,625.60	146,182.40	149,843.20	
			Monthly	8,867.73	9,311.47	9,777.73	10,266.53	10,779.60	11,318.67	11,885.47	12,181.87	12,486.93	
			Hourly	51.1600	53.7200	56.4100	59.2300	62.1900	65.3000	68.5700	70.2800	72.0400	
Telecommunications Technician	NE	C20	Annual	68,598.40	72,030.40	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	94,203.20	96,553.60	
			Monthly	5,716.53	6,002.53	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	7,850.27	8,046.13	
			Hourly	32.9800	34.6300	36.3600	38.1800	40.0900	42.0900	44.1900	45.2900	46.4200	
Traffic Operations Supervisor	PAM	C26	Annual	91,936.00	96,532.80	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	126,297.60	129,459.20	
			Monthly	7,661.33	8,044.40	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,524.80	10,788.27	
			Hourly	44.2000	46.4100	48.7300	51.1700	53.7300	56.4200	59.2400	60.7200	62.2400	
Traffic Signal Technician	NE	C22	Annual	75,628.80	79,414.40	83,387.20	87,547.20	91,915.20	96,512.00	101,337.60	103,875.20	106,475.20	
			Monthly	6,302.40	6,617.87	6,948.93	7,295.60	7,659.60	8,042.67	8,444.80	8,656.27	8,872.93	
			Hourly	36.3600	38.1800	40.0900	42.0900	44.1900	46.4000	48.7200	49.9400	51.1900	
Traffic Sign/Marking Technician I	NE	C13	Annual	48,755.20	51,188.80	53,747.20	56,430.40	59,259.20	62,212.80	65,332.80	66,976.00	68,660.80	
			Monthly	4,062.93	4,265.73	4,478.93	4,702.53	4,938.27	5,184.40	5,444.40	5,581.33	5,721.73	
			Hourly	23.4400	24.6100	25.8400	27.1300	28.4900	29.9100	31.4100	32.2000	33.0100	
Traffic Sign/Marking Technician II	NE	C15	Annual	53,768.00	56,451.20	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	73,881.60	75,732.80	
			Monthly	4,480.67	4,704.27	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,156.80	6,311.07	
			Hourly	25.8500	27.1400	28.5000	29.9300	31.4300	33.0000	34.6500	35.5200	36.4100	
Utility Finance Manager	PAM	C28	Annual	101,358.40	106,433.60	111,758.40	117,353.60	123,219.20	129,376.00	135,844.80	139,235.20	142,708.80	
			Monthly	8,446.53	8,869.47	9,313.20	9,779.47	10,268.27	10,781.33	11,320.40	11,602.93	11,892.40	
			Hourly	48.7300	51.1700	53.7300	56.4200	59.2400	62.2000	65.3100	66.9400	68.6100	
Vehicle/Equipment Technician	NE	C17	Annual	59,280.00	62,254.40	65,374.40	68,640.00	72,072.00	75,670.40	79,456.00	81,452.80	83,491.20	
			Monthly	4,940.00	5,187.87	5,447.87	5,720.00	6,006.00	6,305.87	6,621.33	6,787.73	6,957.60	
			Hourly	28.5000	29.9300	31.4300	33.0000	34.6500	36.3800	38.2000	39.1600	40.1400	

Attachment: MVCF Resolution 2023-XX (6223 : FISCAL YEAR 2022/23 THIRD QUARTER BUDGET REVIEW



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** June 20, 2023

**TITLE:** AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR GREEN PACIFIC, INC. AND LADAYU CONSULTING GROUP FOR SENIOR ENGINEER CONSULTANT SERVICES WHICH ARE FUNDED THROUGH THE CITY'S PLAN REVIEW FEES IN CONNECTION WITH SERVICES REQUESTED BY DEVELOPERS/LANDOWNERS/APPLICANTS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award Agreements for Professional Consultant Services with Interwest Consulting Group (Interwest), HR Green Pacific (HR Green), and Ladayu Consulting Group (Ladayu) to provide on-call Senior Engineer Consultant Services for the Land Development Division; and
2. Authorize the City Manager to execute Agreements for Professional Consultant Services with Interwest, HR Green Pacific, and Ladayu for the total aggregate not-to-exceed amount of \$906,880 over the entire two-year term of the agreements, which include a one-year extension, beginning in Fiscal Year (FY) 2023/2024, subject to the approval of the City Attorney; and
3. Authorize the issuance of Purchase Orders to Interwest, HR Green Pacific, and Ladayu, and authorize the Chief Financial Officer to approve subsequent related Purchase Orders for annual extensions up to a maximum of one annual extension with each consultant, in accordance with the approved terms of the Agreement; and
4. Authorize the City Manager to execute any subsequent extensions and/or amendments to the Agreements, subject to the approval of the City Attorney, and

provided sufficient funding is available within the City Council previously approved Operating Budget.

## **SUMMARY**

This report recommends approval of the Agreements for Professional Consultant Services with Interwest, HR Green Pacific, and Ladayu to provide on-call Senior Engineer Consultant services associated with new private development and significant redevelopment projects for the Land Development Division. These services are funded through offsetting revenue received from the City's plan review fees in connection with services requested by developers/landowners/applicants.

## **DISCUSSION**

Often assistance is needed immediately, making it impractical for the Land Development Division to proceed with a Request for Proposal (RFP) for a Senior Engineer Consultant for a specific project. The Senior Engineer Consultants will assist with project overflow in order to maintain the division's goal of timely plan reviews and quality customer care. Based upon recent development trends, a significant amount of private development related services is substantiated. The development related services include preparing written comments and conditions of approval, participating in Project Review Staff Committee meetings, recommending approval for Building Permits and Certificates of Occupancy, analyzing and responding to requests for information and complaints.

On April 3, 2023, an RFP for Professional Services for Senior Engineer Consultant Services was advertised on the City's online bid portal, PlanetBids. On April 28, 2023, the City received seven (7) proposals in response to the RFP. Pursuant to the Moreno Valley Municipal Code procedures for professional services procurement, a selection committee, comprised of City staff, reviewed, and rated all proposals according to the criteria established. Interwest, HR Green Pacific, and Ladayu were selected as the most qualified consultants.

The total aggregate not-to-exceed amount will be \$906,880 over the entire two-year term of the Agreements which include an additional one-year term extension. Contract costs are offset through cost recovery by fees for service paid for by private developers and project applicants. Executing the Senior Engineer Consultant Services contracts will continue to allow the City to respond to developer requests in a timely manner and meet their schedules.

Each Agreement will be in effect from July 1, 2023, for one year through June 30, 2024, and may be extended one (1) additional year, ending with FY 2024/2025, if mutually agreed. Approval of the recommended Agreements will provide the as-needed Senior Engineer services to support the Land Development Division.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to maintain the Land Development Division’s goal of timely plan reviews.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it will not help maintain the Land Development Division’s goal of timely plan reviews resulting in less than desirable quality customer care.*

**FISCAL IMPACT**

The expenses for the Agreements are accounted for in the professional services account (G/L Account 1010-70-29-20410-620299). The total aggregate not-to-exceed amount will be \$906,880 over the entire two-year term. The FY 2023/2024 and FY 2024/2025 budget in the professional services account is \$1,567,200 for each year. The amount spent for professional Senior Engineer Consultant services is funded through offsetting revenue received from the City’s plan review fees in connection with services requested by developers/landowners/applicants.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Zara Terrell  
Management Analyst

Department Head Approval:  
Melissa Walker, P.E.  
Public Works Director/City Engineer

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

Concurred By:  
Harold Zamora, P.E.  
Engineering Division Manager/Assistant City Engineer

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. Consultant Agreement - Interwest
- 2. Consultant Agreement - HR Green Pacific
- 3. Consultant Agreement - Ladayu

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 12:15 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 12:31 PM

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Interwest Consulting Group, Inc.**, a Colorado corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date").

**RECITALS**

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

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

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

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

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

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



## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

### DESCRIPTION OF PROJECT

1. The Project is described as [Senior Engineer Consultant Services](#).

### SCOPE OF SERVICES

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

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

### PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of [TBD](#) in accordance with the payment terms provided in Exhibit D attached hereto and incorporated herein by this reference.

### TIME FOR PERFORMANCE

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through [June 30, 2024](#), subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

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

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

**SPECIAL PROVISIONS**

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

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation,

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

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

This section shall survive termination or expiration of this Agreement.

### 15. Insurance.

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

18. (a) The Consultant shall deliver to the [Principal Engineer or his designated representative](#), red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

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

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either



## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

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

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

**AGREEMENT FOR PROFESSIONAL  
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to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

29. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

30. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent Consultant of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

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

32. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

**SIGNATURE PAGE FOLLOWS**

DRAFT

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

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

City of Moreno Valley

**Interwest Consulting Group, Inc.**

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Date

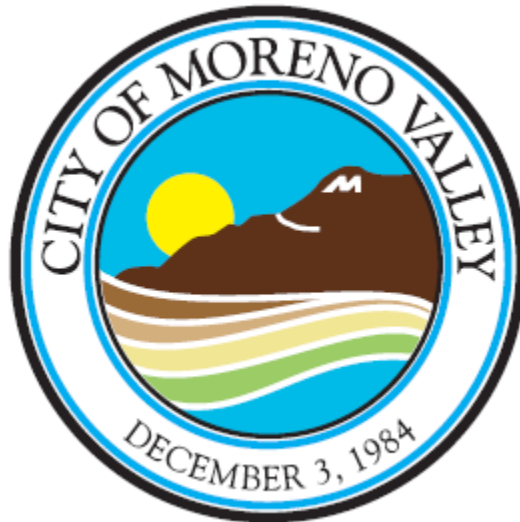
Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**EXHIBIT A**

CITY – REQUESTED SCOPE OF SERVICES

DRAFT

# City of Moreno Valley



## ***Request for Proposal***

**# 2023-008**

Professional Services for Senior Engineer Consultant  
Services

April 3, 2023

**Question Deadline:**

April 17, 2023, 2:00 pm, PST

**Proposal Due Date:**

April 28, 2023, 2:00 pm, PST

**Submit proposal online at:**

<https://pbsystem.planetbids.com/portal/24660/bo/bo-detail/103656>

**Proposal Contact:**

Purchasingdivision@moval.org



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Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

## Schedule

### I. Tentative Schedule of Important Dates

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

	DATE	EVENT
1	April 3, 2023	Request for Proposals (RFP) issue date
2	April 17, 2023	Question deadline
3	April 21, 2023	Final addendum issued (if necessary)
4	April 28, 2023	Proposal due date
5	May 5, 2023	Evaluation of proposals completed
6	May 12, 2023	Selection of Consultant(s) & contract preparation
7	June 6, 2023	Contract Award (estimated)
8	July 1, 2023	Start of Service (estimated)

## Proposal Procedures, Content, and Format

### I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

## II. Proposal Content and Format

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

### A. Section 1: Executive Summary

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

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

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

### C. Section 3: Professional Team Assignments

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

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

1. Submit all pricing on \*Exhibit B using the form provided.
  2. Provide pricing for each of the required line items.
  3. Provide pricing for optional proposer recommendations.
  4. See payment terms in Exhibit B for additional details.
- \* These forms are provided by City in the submittal forms section.

**Please ensure the cost proposal is submitted separately.**

**E. Section 5: Response Template**

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

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

1. Statements (per Special Terms and Conditions, section II., page 7)
  2. Special Provisions Form
  3. Client Reference List\*
  4. Non-Collusion Affidavit\*
- \* Note these forms are provided by City in the submittal forms section.

**G. Section 7: Work Samples**

1. Samples of work, queries, reports, and forms\*\*
  2. Limit this section to a maximum of ten pages.
- \*\* Note that these documents will not be returned to proposer.

**H. Inadequate Content**

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

**I. Proposal Format**

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

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

### **I. Proposer Qualifications**

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

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

#### **A. Minimum Qualifications:**

##### **Knowledge of:**

1. Theories, principles and practices of civil engineering design and construction.
2. Principles and modern techniques of and commonly used materials and equipment used in design, construction and maintenance of various engineering projects.
3. Federal, state and local laws, regulations, and court decisions applicable to private development.
4. Information technology and computer capabilities applicable to land development.
5. Principles and practices of sound business communication.
6. Electronic plan check.

##### **Ability to:**

1. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
2. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
3. Plan, organize, manage and integrate engineering design and construction activities.
4. Design issues, analyze problems, evaluate alternatives, and develop sound, independent conclusions and recommendations.
5. Understand, interpret, explain, and apply federal, state and local policy, law, regulations, and court decisions applicable to land development.
6. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
7. Supervise and evaluate the work of professional consultants and construction contractors.

8. Exercise sound independent judgment within general policy guidelines.
9. Prepare clear, concise, and comprehensive correspondence, reports and other written materials.
10. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
12. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

#### **Education, Training and Experience:**

A bachelor's degree in civil, electrical, mechanical, or structural engineering or a related engineering discipline. A minimum of six years of progressively responsible civil, electrical, mechanical, or structural engineering experience.

#### **Licenses; Certificates; Special Requirements:**

- A current and valid registration as a Professional Civil Engineer with the California State Licensing Board.
- A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

## **II. Evaluation Criteria**

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

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

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

### **B. Evaluation Criteria**

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

- (40 points)— - Experience of Key Personnel. Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations; local experience on comparable projects and length of service with the firm; and reference information, preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification. Information about the

company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.

- (10 points) – References
- (20 points) - Project Approach/Understanding. Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.
- (10 points) - Completeness, thoroughness, and neatness of submittal

**C. Fee/Price Evaluation**

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

**III. Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1<sup>st</sup> through June 30<sup>th</sup>. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2023) through June 30, 2024. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

## Special Terms and Conditions

### I. Audit Requirements

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

### II. Statements

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

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



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

### III. Termination

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

**IV. Independent Contractor Status**

By submitting a proposal to this RFP, you thereby represent, warrant, covenant and agree, that in the event City elects to enter into a contract for services outlined herein, as of the effective date of the agreement and throughout the term of the agreement, you shall be deemed an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. Failure to comply with this requirement, as may be determined by the City, in consultation with the City Attorney, in City's sole and absolute reasonable discretion, shall result in the proposal being rejected as non-responsive. As set forth in more detail herein, successful proposers shall enter into an Agreement with the City governing the services, which shall include express language effectuating the same

**V. Civil Code Section 1542 Waiver**

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

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

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

**VI. Public Employees Retirement Law (CalPERS)**

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- C. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

**Continued on Next Page**

## Exhibit A: Scope of Services

### I. General

Under general direction, the successful firm shall provide Senior Engineer Consultant Services, who manages, oversees, evaluates, monitors, and participates in the conduct of multiple complex land development projects and performs related duties as assigned.

Consultant shall dedicate and provide name and qualifications of one or more dedicated employees to serve as Senior Engineer. City anticipates a commitment of approximately 40 hours/week, although time may be more or less, depending on the City's needs. The duration of work shall be on an as-needed basis. Tasks and duties include, but are not limited to, the following:

### II. Specific

1. Manages, oversees, evaluates and monitors assigned land development projects; participates in plan check processes; reviews and checks various plans, legal documents and studies to ensure compliance with City standards; attends pre-construction meetings with developers, contractors and engineers and resolves construction-related problems; represents the division on Project Review Staff Committees and coordinates development projects with City staff and other agencies to provide feedback to developers; meets with developers to discuss land development projects; reviews development projects and prepares, modifies, clarifies and updates written comments and conditions of approval; represents the division at Planning Commission meetings and answers questions regarding development projects; interprets conditions of approval for the public; recommends approval for building permits and certificates of occupancy; reviews developer supporting documentation and calculates development impact fee credits, refunds or reimbursements.
2. Reviews plans, specifications, submittals, estimates, designs, drawings, and schedules of values for completeness, accuracy, scope of work, constructability, and compliance with federal, state, and local requirements; provides recommendations for acceptable alternative solutions to design errors and other issues; monitors work for conformance with plans and conditions of approval; assesses, identifies, and facilitates complete resolution of non-compliance issues.
3. Coordinates project activities with other City departments, divisions, and external agencies.
4. Inspects project sites to ensure compliance with project conditions of approval and City policies and resolve issues.
5. Prepares and updates a variety of complex and technical engineering project documentation, project plans and conditions of approval.
6. Analyzes and responds to requests for information and complaints from other public and governmental agencies, community and business groups, citizens, the media, and the public.

End of Scope of Services

**Exhibit B: Pricing**

**(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

1	Senior Engineer, P.E.	\$
2		\$
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

**II. Pricing Terms and Conditions**

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

### Attachment A: Required Response Template

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
| |
- C. Organizational structure (i.e., corp., LLC, sole proprietorship, etc.).  
| |
- D. Names and titles of the principal owner(s).  
| |
- E. Person(s) authorized to make commitments for your company.  
| |
- F. Company history, experience, years in business for current company name.  
| |
- G. Annual company revenues for the last three fiscal years.  
| |
- H. Tax ID number.  
| |
- I. The complete scope of services offered by your company.  
| |
- J. The number of clients (including governmental) served in past and present.  
| |
- K. Special qualifications, training, credentials, recognition, or awards.  
| |
- L. Contracts terminated for cause, pending litigation or legal issues.  
| |

**II. Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

| |

B. Team to be assigned for these services.

| |

C. Qualifications of specific individuals who will work on the project.

| |

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

| |

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

| |

F. Current number of employees: full-time and part-time employees.

| |

G. Annual turnover rate of staff.

| |

Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

| |

H. Facilities that would be utilized to perform the required work.

| |

I. Equipment that would be utilized to perform the required work.

| |

**III. Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

A. Ability to perform specific tasks as outlined in the RFP.

| |

B. Reasonableness of your fee to do the work.

| |

C. Current resources to meet or better all task and timeline requirements herein.

| |

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

[ ]

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

[ ]

F. How quickly can you begin providing services if awarded the contract?

[ ]

G. Details of any improvement or upgrades your firm has designed or implemented.

[ ]

**IV. Demonstrated and Technical Experience**

Please describe your company's:

A. Demonstrated record of success on work previously performed.

[ ]

B. Specific method and techniques to be employed on the project or problem.

[ ]

**V. Work Plan:**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

[ ]

B. Provide required response time to the urgent service requests.

[ ]

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

[ ]

D. Provide any other relevant information that you believe would benefit City for the requested services.

[ ]

**Submitted by:**

Company Name [ ]

Contact Name [ ]

Title [ ]

Signature [ ]



RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

Email	
Phone	
Date	

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements, which are necessary to extend coverage, which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- \_\_\_\_\_ No exceptions taken
- \_\_\_\_\_ Exception taken to the scope of work or specifications
- \_\_\_\_\_ Exception taken to indemnification and insurance requirements
- \_\_\_\_\_ Exception to proposed contract language
- \_\_\_\_\_ Other

Please explain any of the checked items:

\_\_\_\_\_  
\_\_\_\_\_

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

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

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTINUED ON NEXT PAGE)

**Attachment C: Client References**

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

Notary is required for this bid.

**Attachment E: Sample Invoice**

<b>Consultant Name/Address/Phone</b>			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/23 Invoice No.: 12345		
<b>Public Works Department/Land Development Division – Senior Engineer Consultant Services</b>			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2023 through July 31, 2023</u>			
<b><u>Description of Service Performed/Personnel*</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
Senior Engineer John Smith	40.0	\$125.00	\$5,000.00
<b>Total Invoice</b>			<b>\$5,000.00</b>
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
<b>Billings to date:</b>	<b><u>Current</u></b>	<b><u>Prior</u></b>	<b><u>Total</u></b>
<b>Total Billings</b>	\$5,000.00	\$0.00	\$ 5,000.00
<b>Budget</b>			\$ 50,000.00
<b>Remaining</b>			\$ 45,000.00

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**Attachment F: Sample Template of Agreement for Professional Consultant Services**

**(See PlanetBids Documents & Attachment Tab)**

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**EXHIBIT B**  
CONSULTANT'S PROPOSAL

DRAFT





# CITY OF MORENO VALLEY

QUALIFICATIONS FOR #2023-008

Professional Services for Senior Engineer  
Consultant Services



*April 28, 2023 | 2:00 PM*

**PROPOSAL MAIN CONTACT:**  
**SHELBY SIERACKI**  
 Account Manager  
 626.224.2055  
 ssieracki@interwestgrp.com

[www.interwestgrp.com](http://www.interwestgrp.com)

Attachment: Consultant Agreement - Interwest - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

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# Executive Summary

# 1



Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



[www.interwestgrp.com](http://www.interwestgrp.com)

**Building Department  
Services**

**Planning and Urban  
Design**

**City Engineering**

**Real Estate**

**Construction Management**

**Traffic Engineering and  
Transportation Planning**

**Capital Project Delivery**

**Private Development  
Services**

9300 W. Stockton Blvd  
Suite 105  
Elk Grove, CA 95758

Tel: 916.683.3340

**PROPOSAL MAIN  
POINTS OF CONTACT:**

**PROJECT MANAGER**  
Joe Indrawan, PE  
Project Manager  
909.618.7384  
[jindrawan@interwestgrp.com](mailto:jindrawan@interwestgrp.com)

**ACCOUNT MANAGER**  
Shelby Sieracki  
Account Manager  
626.224.2055  
[ssieracki@interwestgrp.com](mailto:ssieracki@interwestgrp.com)

## Section 1 | Executive Summary

April 28, 2023

### Re: Proposal for Professional Services for Senior Engineer Consultant Services

Dear Evaluation Committee,

Interwest Consulting Group, Inc. (Interwest) understands that the City of Moreno Valley is seeking a proposal to provide professional services for senior engineer consultant services. With a deep bench of more than 400 professionals dedicated to providing exceptional client service, our team of well qualified staff brings the following advantages to the City of Moreno Valley.

Our team is intimately familiar with the City of Moreno Valley, its departments, City staff and its community as we have provided services to the City since 2016, including Engineering Plan Check, Construction Management, and Inspection Services for Land Development; we hope to continue this working partnership with the City and its community.

We hope the qualifications demonstrated in this proposal will encourage the City to continue to work with Interwest's exceptionally talented and experienced consultant staff. Our references will testify that Interwest will provide high quality services, on time and on budget. We appreciate the opportunity to present our proposal to the City and look forward to serving your community.

Since our founding in 2002, Interwest has provided expert municipal services to over 200 cities across California. We are currently serving the City of Moreno Valley as well as the cities of Cathedral City, Rancho Mirage, Eastvale, Perris, Fontana, Wildomar, Fountain Valley, Irvine, Costa Mesa, Oceanside, San Juan Capistrano, and Counties of Orange, and Riverside. We are uniquely qualified to perform professional engineering services as evidenced by our proven track record and testimony of our past and current clients. We pride ourselves in building long, sustaining relationships in the Cities we work with—providing solutions that will strengthen your community. We believe that the extensive knowledge and experience held by our proposed team qualifies us to be the best to perform the services requested by the agency. We currently staff over 440 employees.

Shelby Sieracki will act as the Account Manager for the County. Shelby will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest. Joe Indrawan, PE will serve as the Project Manager and as the City's Liaison for this contract.

Please see Section 6 for our requested exceptions.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at [pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com).

Sincerely,

Paul Meschino  
President

# Supplemental Company Information

# 2



Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



A SAFEbuilt COMPANY

## Section 2 | Supplemental Company Information

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group (Interwest) formed in 2002. Interwest was founded by individuals with a passion for serving municipalities. We currently employ nearly 450 employees spanning a multitude of disciplines within public works and building safety departments throughout California. **Interwest as a company completes more than 700 plan reviews per week in our various disciplines of review, all while firmly adhering to our agreed turnaround times.**

Our services are specifically tailored to fit the needs of our clients. Interwest is the staple for municipal services and we can provide the full-time dedicated Engineering Services staff the City is seeking as well as provide any other professional engineering services requested by the City of Moreno Valley, including We are prepared to begin providing services beginning in July 2022. Should the City need additional assistance, Interwest also provides the following services to its municipal partners:

- Planning & Urban Design
- Municipal Engineering
- Traffic Engineering
- Building Department Services
- Construction Management & Inspection
- Real Estate & Right of Way Acquisition

Interwest Consulting Group is a highly stable consulting firm that has been in business since 2002. We have an excellent credit rating and solid banking relationships. In addition, we are part of a select group of consulting firms nationally who belong to the Design Professionals Risk Control Group (DPRCG), an insurance group accepting only companies with excellent risk management history. We carry very low debt and have no professional liability claims against the company.

### The Interwest Advantage

We have extensive experience providing the requested services to other local municipalities within the same region and beyond.



**Small Firm Focus, Large Firm Resources:** Our primary focus is providing turnkey staff augmentation services to California municipal clients. Unlike many of our competitors – either too small to provide a full range of dedicated services, or too large and dispersed to provide a local focus – Interwest is a full-service organization with the resources to provide any and all of the expertise required and the ability to scale our services to the City’s changing needs.



**A Wealth of Relevant Municipal Experience:** Our staff has served as municipal employees, often in management roles, so we understand how the system works from the inside out. For the same reason, our staff understands how to manage projects while representing the City’s goals responsibly and respecting budgetary and time limitations.



By design, our staff is comprised of professionals with extensive experience working directly for public agencies. Our staff will ensure conformance with Federal, State and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, plans, laws, and accepted standard construction practices.

# Professional Team Assignments

# 3



Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



A SAFEbuilt COMPANY

## Section 3 | Professional Team Assignments

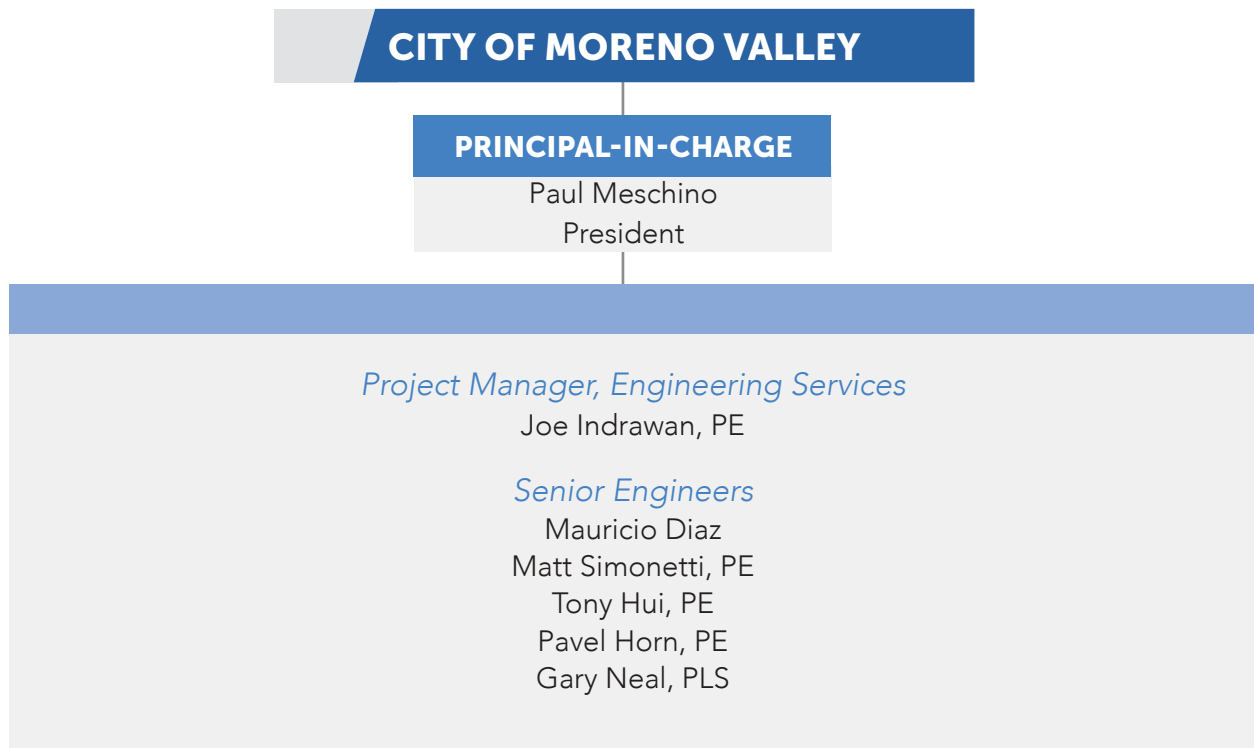
Our staff is intimately aware of the challenges facing jurisdictions today, and we are dedicated to providing the highest quality municipal service. The familiarity and knowledge gained by working side-by-side with local agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, results in successfully completed projects and services, and thoroughly satisfied clients. Below is the project team we propose to serve the City of Moreno Valley. We have provided brief introductions for each proposed staff member. Complete résumés including education and training follow.

Interwest has sufficient staff to support the projects under this contract. In keeping with our reputation of being promptly responsive, we ensure that availability of our staff never goes below 40 percent for our senior staff and 30 percent for our technical support staff, amending our staffing needs as necessary. This is a strategy that we maintain to allow us to meet the impromptu and unexpected demands of all of our clients without sacrificing the needs of others. Interwest guarantees that we will have the necessary staff to meet all the needs and will always be 100% available to the City.

Interwest has an excellent Talent Acquisition Team who are constantly seeking qualified applicants to satisfy the continual growth we are experiencing. We provide an on-line academy to further strengthen the knowledge base of our new hires with regard to local code, regulations, and other industry-related information. Additionally, we've implemented an in-house peer mentoring program to further assist our new staff in understanding the nuances of working as augmented staff for multiple municipalities; having diverse needs, changing environments, philosophies, and political climates.

### Organizational Chart

The organizational chart provided below highlights our project team, their areas of expertise, and the organization of our project team. Résumés and bios of our project staff are included on the pages that follow.



Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



## PAUL MESCHINO // PRINCIPAL IN CHARGE



**Years Experience: 30+**

**Education/Licenses: BS, Civil Engineering, Syracuse, NY; MBA, Finance (With distinction), DePaul University, Chicago, IL; Past registered Professional Engineer (PE), PA, OH, CT**

Paul brings over 30 years of experience in water, wastewater, infrastructure, and construction to his role as President. With hands-on and leadership experience in both the public and private sectors, Paul is a successful leader of our diverse California team. Known as a results-oriented, collaborative leader, Paul is focused on bringing innovative technologies, practices and business solutions to his team and clients.

## JOE INDRAWAN, PE // PROJECT MANAGER, ENGINEERING SERVICES



**Years Experience: 35**

**Education/Licenses: MS, Civil Engineering, Rice University; BS, Civil Engineering, University of Indonesia; CA Registered Professional Civil Engineer (44779)**

Joe has more than 35 years of civil engineering experience, including 30 years of service with municipal agencies. His diverse experience allows him to bring a clear understanding and considerable depth to any project, contributing to the successful delivery of all projects. Joe possesses excellent communication skills, providing high level customer service in a professional manner at all times. Joe is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

## MAURICIO DIAZ, PE // SENIOR ENGINEER



**Years Experience: 35**

**Education/Licenses: Bachelor of Science, Civil Engineering, CSU Long Beach; Associate of Science, Building Technology, Bosco Tech; California Registered Civil Engineer – C45635**

Mauricio has 35 years of municipal engineering experience, management experience, and has supervised five direct reports at different times.

## MATT SIMONETTI, PE // SENIOR ENGINEER



**Years Experience: 35**

**Education/Licenses: BS, Civil Engineering; CA Registered Professional Civil Engineer, 68340**

Matt has more than 23 years of civil engineering experience. He currently provides engineering plan review services to our clients throughout Southern California. Matt has managed entitlements and final plan and map reviews for various land development projects for several cities, including most recently the City of Moreno Valley. Matt possesses excellent communication skills, always providing a high level of customer service in a professional manner. He has experience with both municipal and private clients. Matt is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

## TONY HUI, PE // SENIOR ENGINEER



**Years Experience: 30**

**Education/Licenses: CA Registered Professional Civil Engineer, PE**

Tony is a licensed Civil Engineer with over 30 years of experience. Tony provides services in design, construction, and maintenance. He has worked in various municipalities, starting from Assistant to Associate and Senior Civil Engineer. Tony's dedication to his work has provided him an exceptional amount of expertise in various levels of Local, State, and Federal engineering BMP's.

## PAVEL HORN, PE // SENIOR ENGINEER



**Years Experience: 40**

**Education/Licenses: BS, Civil Engineering, Israel Institute of Technology; CA Registered Professional Civil Engineer, 49199**

Pavel is a registered Civil Engineer with over 40 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public. Pavel has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He is extremely skilled in all disciplines of civil engineering required for the successful completion of projects.

## GARY NEAL, PLS // SENIOR ENGINEER



**Years Experience: 40+**

**Education/Licenses: CA Professional Land Surveyor, No. 4619; AZ Professional Land Surveyor, No. 37016; NV Professional Land Surveyor, No. 12204**

Gary brings 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients. His extensive background and knowledge combined with his strong leadership, organization style, and effective communication skills results in thorough and complete map reviews.

## JOE INDRAWAN, PE // PROJECT MANAGER; GRADING IMPROVEMENT PLANS; WATER AND SEWER



35

Years of  
Experience



### Education/License

MS, Civil Engineering,  
Rice University

BS, Civil Engineering,  
University of Indonesia

Fundamentals of  
Personnel Laws  
for Managers and  
Supervisors

Funding Public Works  
Programs

Contract Administration  
& Change Orders Core  
Curriculum

CEQA/California Land-  
Use & Planning Law

Advanced Subdivision  
Map Act

CA Registered  
Professional Civil  
Engineer (44779)

Joe has more than 35 years of civil engineering experience, including 30 years of service with municipal agencies. His diverse experience allows him to bring a clear understanding and considerable depth to any project, contributing to the successful delivery of all projects. Joe possesses excellent communication skills, providing high level customer service in a professional manner at all times. Joe is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

### PROFESSIONAL HISTORY

#### Municipal Engineer / Interwest Consulting Group / 2012 - Present

City Engineer / City of Eastvale / 2012-2019 - Joe acted as a contract City Engineer for the City of Eastvale, managing day-to-day operation of Public Works/Engineering staff, Land Development and Capital projects teams, preparing and managing operational and capital projects budgets, and handling general public complaints related to right-of-way and traffic issues. He represented the department at City Council meetings, Planning and Public Safety Commissions meetings, as well as other agencies and/or utility meetings. He established quarterly utility coordination meetings to ensure utility projects were scheduled appropriately with City-owned projects. In addition, Joe established and implemented development plan review processes and procedures, including subdivision map review check list. During his tenure with the City of Eastvale, Joe was instrumental in the acquisition process of more than 4,000 streetlights from the SCE, and conversion of these lights to LED lights.

#### Civil Engineering Manager | Land Development | CIP / City of Chino / 2003 - 2012

Joe served as Acting City Engineer in City Engineer's absence. He managed Land Development, Capital Improvement, Transportation Planning, Permit, Development Review/Plan Check and Inspection Services and ensured that all functions complied with Federal, State and Municipal standards and regulations. Joe participated in the preparation and implementation of goals, objectives and operational and CIP budget of the Engineering Division. He prepared the Measure I project list; and oversaw the preparation of grant applications. Joe reviewed and approved public improvement plans and specifications, engineering calculations/studies, subdivision maps and survey documents. He participated in the development of General Plan Amendment and reviewed CEQA. He acted as a liaison with other cities, counties and agencies. Joe updated and oversaw the implementation of Development Impact Fees Programs, and prepared staff reports to the City Council and Planning Commission.

35

Years of  
Experience

## Education/License

BS, Civil Engineering,  
California State  
University, Long Beach

Associate in Science,  
Building Technology,  
Bosco Tech

CA Registered Civil  
Engineer (C45635)

Mauricio has 35 years of municipal engineering experience and management experience. HE has supervised five direct reports at different times for local and regional transportation engineering programs.

**PROFESSIONAL HISTORY****Senior Engineer / Interwest Consulting Group / 2022 – Present**

Mauricio is a Senior Engineer with Interwest's Traffic and Transportation Engineering group. Recent projects include drafting an RFP to select an engineering firm to design the traffic signal at Baseline/Palmetto in Fontana, CA; re-drafting the traffic signal project specs to the 2021 Greenbook standards for the Citrus at Chase Project; and working on a Task Order Amendment and a Co-op Agreement for Rialto Fontana for the Baseline/Palmetto signal.

**Principal Engineer / City of Ontario / 2005 - 2020**

Mauricio supervises the traffic operations function and the front counter staff. He supervises and approves the work of two assigned Assistant Engineers and reviews and approves traffic control plans and permits. Mauricio reviews signing, striping and signal plans and reviews development applications for compliance with City Standards. He reviews specific plans, traffic impact analysis, and EIR documents.

**Associate Engineer / City of Chino / 2001 - 2005**

Mauricio represents the City at various levels pertaining to local and regional transportation issues. He chairs the City's Traffic Advisory Committee and works closely with the police department and school district. Mauricio prepares the Transportation Division's conditions of approval for the Development Review Committee and attends Planning Commission, neighborhood, and City Council meetings. He assesses the Division's needs, develops a corresponding budget, and programs annual projects. Mauricio supervises and approves the work of assigned Engineering and consultant design staff.

**Civil Engineer / County of Orange / 1987 – 2001**

Mauricio prepares plans and specifications for the construction of county road projects. He conducts investigations that addresses requests for stop signs, traffic signals, speed limits, etc. The investigations requires verbal and written communication with the public.

## MATT SIMONETTI, PE // GRADING IMPROVEMENT PLANS; WATER AND SEWER HYDRAULIC MODELING REVIEW AND CAPACITY ANALYSIS



23

Years of  
Experience



Education/License

BS, Civil Engineering,  
The Henry Samueli  
School of Engineering

CA Registered  
Professional Civil  
Engineer (68340)

Matt has more than 23 years of civil engineering experience. He currently provides engineering plan review services to our clients throughout Southern California. Matt has managed entitlements and final plan and map reviews for various land development projects for several cities, including most recently the City of Moreno Valley. Matt possesses excellent communication skills, always providing a high level of customer service in a professional manner. He has experience with both municipal and private clients. Matt is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

### PROFESSIONAL HISTORY

#### SENIOR Engineer / Interwest Consulting Group / 2021 - Present

Matt is a CA Registered Professional Civil Engineer and serves as a Senior Engineer with Interwest Consulting Group and provides engineering services to our clients in California.

#### Interim Senior Civil Engineer / City of Moreno Valley / 2021 – 2021

Matt served as Interim Senior Civil Engineer for the City of Moreno Valley. Matt managed entitlements and final plan and map reviews for various land development projects for the City.

#### Senior Civil Engineer / City of Yorba Linda / 2013 – 2021

Matt served as Land Development and NPDES Division Manager for the City of Yorba Linda. He managed all entitlements and final plan/map reviews for various land development projects. Matt also served as the Engineering department representative at Planning Commission public hearings. He was responsible for preparing budgets, policies, and procedures.

#### Associate Civil Engineer / City of Menifee / 2009 – 2012

Matt managed entitlements and final plan/map reviews for land development projects for the City of Menifee. He reviewed site plans and tentative subdivision maps for regulatory compliance. Matt also provided project management, final plan/map reviews, encroachment permits, compliance investigations, and capital improvement projects. Matt was responsible for managing consultants, project construction, and inspections.

#### Project Manager / Hall & Foreman, Inc. / 2005 – 2009

Matt was responsible for Project Management of Team, Clients, Budgets, Schedule, and PS&E packages. He worked on both land development residential and commercial projects. Matt's responsibilities included Rough/Precise Grading, Street, Sewer, Water, Erosion and Sediment Control, Storm Drain, WQMP, SWPPP, Tentative Maps, Specifications, and Cost Estimates.

#### Design Engineer / RBF Consulting / 2001 – 2005

Matt worked on street improvement projects with extensive roadway design including horizontal and vertical alignments, curb return profiles, typical and design cross sections, and construction details. He was responsible for providing cost estimates and quantities, along with utility coordination and mapping.

## TONY HUI, PE // SENIOR ENGINEER



20

Years of  
Experience



### Education/License

BS, California State  
Polytechnic University,  
Pomona, CA

CA Registered  
Professional Civil  
Engineer, PE

Tony is a licensed Civil Engineer with over 20 years of experience. Tony provides services in design, construction, and maintenance. He has worked in various municipalities, starting from Assistant to Associate and Senior Civil Engineer. Tony's dedication to his work has provided him an exceptional amount of expertise in various levels of Local, State, and Federal engineering BMP's.

### PROFESSIONAL HISTORY

#### Senior Engineer / Interwest Consulting Group / 2021 – Present

Tony provides services in design, building, supervise, operate, construct and maintaining infrastructure projects and systems in the public and private sector.

#### Associate Civil Engineer / Department of Public Works, County of Los Angeles / 2017 - 2021

As an associate civil engineer Tony has performed reviews of grading and drainage plans for private developments, including commercial, industrial, multi-family, and single-family dwellings for the compliance of the Building and Grading Codes, Low Impact Development (LID), Fire Department, and Department of Regional Planning Ordinances.

Tony has also Reviewed grading plans for the implementation of the requirements of Regional Water Quality Control Board's on the NPDES requirements on the Construction General Permits (CGP) and County Municipal Separate Storm Sewer System (MS4) permits. He has performed field checks to ensure projects are compliance with Federal, State, City ordinances, and the International Building Code (IBC). Provided technical assistance at the public counter on complex projects and interpreted building/zoning codes and construction methods for architects, engineers, contractors, and homeowners.

#### Associate Civil Engineer / Department of Public Works, County of Los Angeles / 2016 - 2017

Duties included performing architectural and structural plan checks of commercial, industrial, multi-family and single-family dwellings including concrete, steel, masonry, and complex wood frame structures to compliance with the Los Angeles County/International Building Codes (IBC), Zoning Code, Fire Department requirements, State Regulations, County Health Department, and California OSHA requirements.

#### Associate Civil Engineer / Department of Public Works / County of Los Angeles / 2007-2016

Performed reviews of grading plans for the private developments and single lots for compliance with the Subdivision Map Act, Zoning Code, and Regional Planning Department's ordinances; Reviewed grading plans for the implementation for the requirements of the Water Quality Control Board (MS4), SUSMP requirements, BMPs, and the Drainage concepts. Verified legal descriptions, easement documents of the final maps, and cost estimates for the grading bonds; assisted private engineers, private developers in interpreted grading/zoning codes, construction methods, and preparing the covenants and agreements in associated with the grading operations. Reviewed and prepared comments to the CEQA documents and Environmental Impact Reports (EIR) of different types of projects for Department of Regional Planning.

## PAVEL HORN, PE // SENIOR ENGINEER



40

Years of Experience



## Education/License

BS, Civil Engineering,  
Israel Institute of  
Technology

CA Registered  
Professional Civil  
Engineer, 49199

Pavel is a registered Civil Engineer with over 40 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

Pavel has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He is extremely skilled in all disciplines of civil engineering required for the successful completion of projects.

**PROFESSIONAL HISTORY****Senior Engineer / Interwest Consulting Group / 2012 – Present**

Pavel provides civil engineering and plan review services for various jurisdictions. Review plans and specifications of construction, alteration and repair of commercial, residential, and industrial buildings/structures to ensure plans meet all applicable building, mechanical, plumbing, fire, and electrical codes requirements.

**Senior Civil Engineer / City of Cathedral City / 2006 - 2010**

Responsible for the preparation of construction plans, specifications, cost estimates, and permits. Coordination of utilities for improvement plans (street, storm drain, sewer, water) on various Capital Improvement projects. Projects include the "Cove" Assessment District, "Dream Homes" Assessment District, Perez Road sewer Improvements, and numerous bridges widening projects. Performed plan check and permit services for large residential and commercial developments. He was also responsible for the preparation and management RFPs including the development, evaluation of consultant responses, and participation in interview panels. Production of agenda reports for City Council meetings.

**Project Manager / Hall & Forman, Inc. / 2001 - 2006**

Prepared and designed street improvement plans for Foothill Boulevard for the City of Fontana, permitting by Caltrans. Provided plan check services of sewer and water plans for Yorba Linda Water District, and improvement & grading plans for the Cities of Brea, Diamond Bar and Tustin, Public Works Department.

**Project Engineer / Psomas / 1999 - 2000**

Responsible for preparing and plan check processing through L.A.C.D.P.W. grading plans for Victoria Golf Course in City of Carson. Served as the firm representative and main contact with Arnold Palmer Golf Management (Client) and the consultants on the project.

Supervised and lead team of engineers and designers in the preparation of improvements plans for Balboa Village in the City of Newport Beach. Responsible for all aspects of the design of street plans, the redesign of a parking lot, new storm drain lines, relocation of existing water mains & sewer lines, the preparation of the schedule, and maintaining the budget. In addition, coordination with the landscape architect as well the traffic engineer.

40+

Years of  
Experience

## Education/License

Operating Engineers  
Survey Curriculum,  
Riverside Community  
College

CA Professional Land  
Surveyor (4619)

AZ Professional Land  
Surveyor (37016)

NV Professional Land  
Surveyor, (12204)

Gary brings more than 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients. His extensive background and knowledge combined with his strong leadership, organization style, and effective communication skills results in thorough and complete map reviews.

## PROFESSIONAL HISTORY

### Land Surveyor | Map Checker / Interwest Consulting Group / 2012 - Present

Gary reviews tentative tract and parcel maps, site plans, and other submittals for developments and make recommendations as to engineering matters for public agency clients.

### Land Surveyor | Map Checker / Norris-Rupke | Winzler & Kelly | GHD Consulting / 2008 - 2012

Gary performed QA-QC plan checking services for public agency clients; reviewed legal descriptions, subdivision and parcel maps, record of survey maps for recording purposes, also provided field surveys and map plan-checking services.

### Mapping & Survey Manager / RBF Consulting / 2002 - 2008

Gary was responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mapping needs were met and the required final maps recorded for the purpose of creating legal lots for sale.

### Survey Manager / VPOINT Consulting / 1998 - 2002

Gary directed the field survey operations for a private consulting firm. Projects included; single-family subdivisions, shopping centers, commercial and industrial centers. Field work included boundary surveys, design surveys, aerial and topography surveys, construction surveying, ACSM/ALTA Land Title Surveys.

### Mapping Manager / SEA Consulting / 1994 - 1998

Gary was responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mappings needs were met.

### Survey Manager / LA Wainscott & Associates / 1983 - 1994

Gary performed and managed survey tasks from preliminary design, construction, and staking through final subdivision mapping. Projects included single-family subdivisions, commercial projects, industrial projects and shopping centers.

### Survey Party Chief / Akers & Musser Land Surveying / 1978 - 1983

Gary performed the boundary surveys of the properties, and then set the property corner monuments at the parcel lot corners after the Parcel Maps were recorded.

### Professional Land Surveyor / Riverside County Survey Department / 1972 - 1978



# Proposal Costs

# 4



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## Section 4 | Proposal Costs

Exhibit B - Pricing has been submitted as a separate file as requested.

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# Response Template

# 5



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## Section 5 | Required Response Template

### Attachment A: Required Response Template

Interwest Consulting Group, Inc.

#### I. Company Information: Name, Contacts, History, Scope of Services

##### A. Your company's full legal name, address, phone, fax, email, website.

Interwest Consulting Group, Inc.  
1500 S. Haven Ave., Suite 220 |  
Ontario, CA 91761  
Phone: 909. 295.3142  
www.interwestgrp.com

##### B. Prior company names (if any) and years in business; mergers, buyouts, etc.

In April of 2018, Interwest acquired Tri Lake Consultants, a municipal engineering firm, and in May of 2019 acquired CPSI Real Estate Services. In January of 2020 Interwest was acquired by SAFEbuilt Inc. and in that transaction became the Managing Partner for EsGil, Kutzmann and Associates and BroadSpec, all of which are providers of Building Department Services.

##### C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Interwest Consulting Group, Inc. is a Colorado Corporation legally operating as a foreign entity in the state of California.

##### D. Names and titles of the principal owner(s).

N/A - Corporation

##### E. Person(s) authorized to make commitments for your company.

Paul Meschino, Vice President of Operations

##### F. Company history, experience, years in business for current company name.

Interwest has extensive experience and a proven track record of successfully providing on-call consultant services to public agencies. Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. Our more than 400 employees span a multitude of disciplines, roles, and job placements to municipalities within planning, public works, and building safety departments throughout California.

##### G. Annual company revenues for the last three fiscal years

Interwest is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Each year, RSM US LLP auditors provide an objective independent examination of our financials, increasing the value and credibility of our financial statements. Because we are privately held, the specifics of our

annual financial statements and quarterly reports are both confidential and a trade secret. For that reason, we have not included audited financial statements, tax returns, quarterly reports, auditor's notes, balance sheet, and/or statement of income/loss. We welcome, however, an in-person or virtual conference with our Chief Financial Officer and/or Vice President of Finance to discuss the financial strength of the company. During the meeting, we are happy to share three years of audited financials, including the auditor's letter of opinion, auditor's notes, balance sheet, statement of income/loss, as well as our most recent Quarterly Financial Report.[LL1]

H. Tax ID number.

73-1630909

I. The complete scope of services offered by your company.

We currently serve over 330 cities, counties, and state agencies across California and deliver:

- Planning & Urban Design
- Municipal Engineering
- Landscape Architecture Design Review
- Traffic Engineering
- Building Department Services
- Construction Management & Inspection
- Real Estate & Right of Way Acquisition

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of City Engineer, Public Works Director, Construction Manager, Building Official, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues.

J. The number of clients (including governmental) served in past and present.

Interwest has been serving California governmental clients for the past 20 years. We customize our services to the needs of our agency partners. Our role has ranged from providing as-needed services, augmenting existing staff positions, to providing the entire Public Works Department personnel for municipalities. We have performed one-time projects for some clients and have long-lasting relationships with many others that go back to our beginnings. We currently serve over 330 cities, counties, and state agencies across California.

K. Special qualifications, training, credentials, recognition, or awards.

All staff proposed meet or exceed the qualifications listed. Interwest's management philosophy is to retain senior level employees who have numerous years of experience in their chosen fields.

L. Contracts terminated for cause, pending litigation or legal issues.

None

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

Joe Indrawan, PE, Project Manager

Senior Engineers:

Kevin Ko, PE, QSD, PMP	Pavel Horn, PE
Mauricio N. Diaz, PE	Craig Bradshaw, PE, PLS
Matt Simonetti, PE	Gary Neal, PLS
Tony Hui, PE	

B. Team to be assigned for these services.

Same as above

C. Qualifications of specific individuals who will work on the project.

All team members exceed the qualifications listed; biographies have been included.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project

**STAFF AVAILABILITY**

NAME	ROLE	CURRENT WORK %	% AVAILABILITY
Joe Indrawan, PE	Project Manager	70%	30%
Mauricio Diaz, PE,	Senior Engineer	60%	40%
Matt Simonetti, PE	Senior Engineer	70%	30%
Tony Hui, PE	Senior Engineer	45%	55%
Pavel Horn, PE	Senior Engineer	45%	55%
Craig Bradshaw, PE, PLS	Senior Engineer   Professional Land Surveyor	65%	35%
Gary Neal, PLS	Professional Land Surveyor	45%	55%

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Resumes can be found in Attachment XX.

Joe Indrawan, PE, Project Manager  
 Kevin Ko, PE, QSD, PMP, Senior Engineer  
 Mauricio Diaz, PE, Senior Engineer  
 Matt Simonetti, PE, Senior Engineer  
 Tony Hui, PE, Senior Engineer  
 Pavel, PE, Senior Engineer

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Gary Neal, PLS, Senior Engineer

F. Current number of employees: full-time and part-time employees.

Interwest currently employs 448 staff members.

G. Annual turnover rate of staff.

28%

H. Facilities that would be utilized to perform the required work.

Interwest Consulting Group, Inc., 1500 S. Haven Ave., Suite 220, Ontario, CA 91761

I. Equipment that would be utilized to perform the required work.

Interwest provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our Inspectors with late model vehicles with removable signage, and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements. We provide our staff with:

- Vehicles (including maintenance and fuel) we maintain a fleet of over 150 late-model vehicles.
- Magnetic vehicle signage-customizable per client specifications.
- Laptops with mobile hot spots.
- Standard business software and specialized software.
- Personal protective equipment and sanitizing products. Tablets and mobile phones (loaded with electronic versions of essential codebooks).
- Interwest-branded professional clothing and lanyards with clear, plastic pouch for carrying the City-issued ID.
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life.

Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

Interwest is able to provide all services described in the Scope of Work in-house and will not require subconsultant support for this project.

**III. Required Services: Meeting or Bettering these Requirements**

A. Ability to perform specific tasks as outlined in the RFP.

Interwest has been passionately serving California governmental agencies for 20 years! We have provided similar services to clients across the state and have a staff of over 400 employees spanning a multitude of disciplines, roles, and job placements to municipalities throughout California. We have provided detailed information and examples in our proposal for your review.

**B. Reasonableness of your fee to do the work.**

Our fees are competitive and the quality and training of our staff and commitment to our clients ensure that our clients receive efficient, high levels of service and responsiveness.

**C. Current resources to meet or better all task and timeline requirements herein**

We have picked staff uniquely qualified and experienced to deliver the exact services requested and have established recruiting efforts in place to ensure that we have adequate staff to meet all of our clients' needs. We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. Interwest has the experience, certifications, resources and flexibility to be a valuable partner .

**D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.**

Interwest has the resources and ability to flex with the demands of the City of Moreno Valley to fulfill this assignment, however, if other resources are required Interwest can rely on its presence throughout the state of California and deep bench strength of expertise to assist if needed.

**E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?**

Interwest is normally able to provide on-demand services within very short notice, typically within 72 hours.

**F. How quickly can you begin providing services if awarded the contract?**

Interwest is prepared to have a senior engineer available to work with the City of Moreno Valley two weeks from execution of the contract.

**G. Details of any improvement or upgrades your firm has designed or implemented.**

Interwest believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Our account management team will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes. Shelby Sieracki will continue to act as the Account Manager for the City of Moreno Valley. Shelby has been with Interwest for 2.5 years. Before moving into the Account Management role, Shelby served in the Marketing and Proposals department where she gained relative industry and client knowledge that has been key to her success as an Account Manager. Shelby has served in client relations for more than 5 years and has learned what it takes to provide an in-tune and in-touch approach with clients. Shelby will be responsible for ensuring increasing levels of client and employee satisfaction while improving the workforce's efficiency, service, and technology throughout the life of the contract.

**IV. Demonstrated and Technical Experience**

**A. Demonstrated record of success on work previously performed.**



For over 20 years, Interwest has provided public works, project management, landscape architecture and traffic engineering services to municipalities throughout California, and in doing so, we have cultivated a reputation for expedient and cost-effective services provided by qualified and customer-focused professional consultants. We have available resources, the capacity and capability to undertake these services and have proposed a comprehensive team of public works specialists to work with City staff to successfully achieve the City’s vision and ensure compliance with State and Federal regulations and funding source requirements.

The following is a snapshot of our experience providing overall Project Management, Traffic Engineering and Landscape Architecture services. Project references and client contact information may be found in section: **References** of this proposal.

CLIENT AGENCY	ENGINEERING SERVICES PROVIDED
City of Cathedral City	Engineering Plan Check
City of Rancho Mirage	Engineering Plan Check
City of Eastvale	City Engineering Services, Engineering Plan Check and Project Management, Engineering Support, NPDES and Storm Water Compliance Inspection Services, Traffic Engineering Services, Transportation Planning, Drainage Engineering, Grant Administration, Construction Management and Inspection Services, Entitlement Service Management including preparing Conditions of Approval for commercial, industrial, and residential projects
City of Perris	Engineering Plan Check, Construction Management, and Project Management, Entitlement Service Management including preparing Conditions of Approval for commercial, industrial, and residential projects
City of Moreno Valley	Engineering Plan Check
City of Fontana	Engineering Project Management
City of Grand Terrace	Engineering Plan Check, Engineering Project Management
City of Wildomar	City Engineering Services, Engineering Plan Check and Project Management, Traffic Engineering Services, Construction Management, Construction Inspection, Transportation Planning, Drainage Engineering, Grant Administration, Entitlement Service Management including preparing Conditions of Approval for commercial, industrial, and residential projects
City of Fountain Valley	Engineering Plan Check, Construction Management, Construction Inspection
City of Irvine	On-site Engineering Plan Check
City of Costa Mesa	Civil Engineering Services and Plan Check, Project Management and Interim Public Works Support, CIP Program Management, Construction Management, Construction Inspection, Traffic and Transportation Engineering Services
City of Oceanside	Construction Management and Inspection Services
City of San Juan Capistrano	City Engineering Services, Private Development Conditions of Approval, Project Management, Construction Inspection, Traffic Engineer Services
County of Orange	Engineering Plan Check
County of Riverside	Engineering Plan Check

**B. Specific method and techniques to be employed on the project or problem.**

Interwest has the collective, diverse team of people and experience to perform a full range of plan check

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services. More importantly, we possess the knowledge and skills necessary to effectively integrate the necessary engineering services with the client's staff to create a design plan check process that is coordinated, consistent, and predictable. We view our role and mission as facilitating the efficient delivery of high-quality design plan check projects by:

- Taking a partnering versus regulatory approach.
- Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.
- Having a goal of "no surprises" for the applicant and the client.
- Creating an internal team which provides a seamless design plan review process to prevent unintentional "games of gotcha" for project applicants.

All plan reviews will be evaluated by the project manager for quality control of the plan review, the level and quality of comments from the review, consistency with similar reviews, the avoidance of late hits or "gotcha" comments, the evaluation of the design professional's submittal and whether they are addressing prior comments or have justifiable reasoning in their designs that may allow deviations from standards, with City approval. The project manager will meet with the design professional and their client if prior comments are not being addressed. We have found this will get the process back on track or provide the project owner/client with a more realistic schedule based on their design professionals' actions.

The discussion above describes Interwest's philosophy and approach of "how" we do our work. A typical scenario for "what" we do related to the review and processing of Improvement Plans, Subdivision Maps and Documents, Grading Plans, Erosion Control Plans, and Water Quality and Drainages Studies, follows:

- Provide plan reviews for:
  - **Completeness of developer application and submittals** - Review development applications for adequacy and compliance with City submittal guidelines.
  - **Engineering quantity estimates and costs** - Review engineering quantities for accuracy and cost estimates for reasonableness of unit costs based on current industry trends.
  - **Rough and precise grading plans** - Review/check plans for compliance with the projects Conditions of Approval, as well as City codes and regulations including onsite drainage and all offsite improvements and Geotechnical Report review for grading permits and special projects.
  - **Geological and geotechnical reports** - Review reports for compliance with project Conditions of Approval and applicable standards.
  - **Drainage, Storm Drain and Flood Control** - Review/check improvements, utility and grading plans with subdivision submittals for compliance with the City of Moreno Valley Hydrology Manual and related LID development measures.
  - **Hydrology and Hydraulics** - Review/check reports for compliance with projects Conditions of Approval as well as the City of Moreno Valley Drainage Design Standards, Hydrology Manuals, Local Drainage Manual. Utilize appropriate hydrology and hydraulics software programs.
  - **NPDES and AQMD guidelines** - review federally and state mandated reports required under the NPDES and AQMD guidelines.
  - **Street Improvement Plans** - signing and striping plans, traffic signal plans and traffic studies/reports - Review/check plans for compliance with the projects Conditions of Approval, as well as with the following: City of Moreno Valley Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, City Hydrology Manuals, Local Drainage Manuals, the Americans with Disabilities Act, and California Title 24

requirements.

- **Utility plans** - review utility plans including domestic and reclaimed water and sanitary sewer improvements.
- **Tract and parcel maps** - review tract and parcel maps for the procedure of survey review, mathematical closure, and compliance with Subdivision Map Act, the Land Surveyor’s Act, the approved tentative map, the approved conditions of approval and a current title report.
- **Lot Line Adjustment / Lot Merger** - review lot line adjustment documents as needed.
- **Legal Descriptions** - Oversee the preparation of legal descriptions and plats for the City for easements or rights-of-way.
- **Surveying and Maps** - Oversee land surveying and map/easement or legal description preparation.
- **Plan Check Guidelines** - Assist with development of engineering design standards and guidelines to help with the plan checking process.
- **Entitlement Review Services** - Review site plans, tentative maps, grading plans, Water Quality Management Plan (WQMP) for consistency with City standards and requirements.
  - Reviews include evaluation of required reports, studies, grading and improvement plans, and design professional’s recommendations. Each plan review is assigned to a design plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent submittal reviews for the project. This maintains a consistent review and avoids “late hit” comments.
  - Map checking will be overseen by professional engineer’s licensed to practice land surveying or by licensed Land Surveyors.
  - Engineering review of grading permit/applications is highly dependent upon the complexity and location of the proposed grading. A single lot entitled commercial grading permit application will be reviewed differently from a hillside lot or subdivision, or a project adjacent to a drainage corridor.
  - Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
  - Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect.
  - Each plan review will be accompanied with a letter summarizing the red-line comments. This letter will be addressed directly to the applicant’s engineer or landscape architect, with a copy to City staff and the applicant. A complete, red-lined set of drawings and any reports will be returned to the design professional for use in their corrections.
  - The Project Manager will meet with the Design Professional and City staff to review comments or to delineate the standards which are not being met to assist in the timely completion of the review and meeting the maximum goal of two plan reviews. If necessary, the third review will confirm that all previous comments have been addressed. This meeting can take place via a virtual platform or in the Design Engineer’s office, if desired so that minor comments/discrepancies can be immediately addressed and the improvement plans and reports can be deemed technically correct and submitted for signature approvals.
  - We will meet with other client staff and outside agencies, as needed, to review their progress and/or their comments.

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## PLAN CHECK TIME FRAMES

Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is strongly expected that plan checks should not exceed three (3) total plan check cycles. Turnaround times are not to exceed the following:

- ✓ First Check: Ten (10) working days
- ✓ Second Check: Seven (7) working days
- ✓ Third Check: Five (5) working days
- ✓ Plans should be ready for approval and submitted by Fourth (4) Check.

Periodic meetings shall be scheduled to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned.

For any reason, if a plan check is expected to exceed three (3) cycles, Interwest shall inform the City's engineering staff, and a meeting will be coordinated by Interwest staff and developer to resolve outstanding issues. To the extent feasible, Interwest shall perform a thorough review with the first submittal of plans to avoid new comments on any subsequent submittals.

## TRANSPORTING PLANS

For any plans not checked electronically, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no additional cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

## PLAN CHECK COMMUNICATION

Plan reviews, when not immediately approved, will result in a list of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide a clear, concise, and thorough document (i.e., comment list) and redlined plans from which clients, designers, contractors, and owners can work. Each comment list will include the name and contact information for the person or persons who completed the review. Comment lists and redlined plans will be delivered to our clients and other designated recipients (e.g., designers, contractors, owners). Upon approval of submitted plans, Interwest will certify in writing that the design is in substantial compliance with applicable local, state and federal requirements. A copy of the approved documents will be sent to the City at the end of the process.

Interwest's staff of engineers and plans examiners are always available and willing to discuss plan review status and/or issues for projects that we have reviewed with City staff, applicants, designers and/or contractors via meetings, phone, video conference, or e-mail as required to resolve issues. Voice mails, e-mails and faxes will be responded to as quickly as possible, usually within 24 hours.

## REVIEW CHECKLIST

Interwest staff utilized their extensive experience with local government and their expansive network of relationships with local agencies, public utilities, and regional Councils of Government (COGs) to develop numerous checklists and plan-check process documents for client agencies if needed to assist both our plan check engineers and developer's consultants in the plan submission and review process. We are familiar with the City of Moreno Valley's comprehensive checklist, while providing services to the City. Examples of checklists developed for other cities include:

- Grading Certification and Compaction Report Review Checklist
- Grading Plan Preparation Checklist
- Grading Plans (Mass/Rough Grading) Checklist
- Improvement Plan Submittals Checklist
- Utility Plan Checklist
- Legal Documents Submittals Checklist
- Hydrology Report Checklist
- WQMP Review Checklist
- NPDES Construction Inspection Form
- Tentative and Final Map Checklists

## ONLINE CAPABILITIES

Interwest currently provides digital plan review services for jurisdictions throughout California, and we are prepared to provide electronic plan review services for the City of Moreno Valley. Many jurisdictions are seeing the benefits of electronic plan review, especially for large, complex projects. Electronic plan review services deliver many benefits to cities, including substantially improved turnaround times; secured accessibility to documents; and reduced paper storage. We have worked with multiple clients to purchase and deploy plan check tracking and review software to each user, preparing jurisdiction-specific stamps and tools used in the plan review process, and ongoing training on the use of the software. Additionally, we have set up electronic submittal systems based on Citrix ShareFile, allowing permit applicants to submit their construction documents remotely. This functionality has enabled our clients to continue providing services during a time when COVID-19 put a halt to many municipal functions.

## QUALITY ASSURANCE / QUALITY CONTROL

Coordination is the core of what we do at Interwest Consulting Group. We were founded by former municipal employees to provide staff augmentation services, and our nearly 500 employees are experienced in working with public agency staff on a daily basis. As such, they have a practical understanding of our clients' processes, preferences and working environments. We have the demonstrated ability to work successfully side-by-side with City staff and outside agencies towards common goals.

If any issues or delays arise, Interwest will keep the City informed of context and suggested solutions. Our team uses a custom-designed database to maintain and track all plans and maps throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Utilizing these systems, our staff are able to successfully complete many concurrent plan review projects and provide real-time information on status to our clients. Interwest as a company completes more than 700 plan reviews per week in our various disciplines of review, all while firmly adhering to our agreed turnaround times. All plan reviews will be evaluated by the project manager for quality control of the plan review, the level and quality of comments from the review, consistency with similar reviews, the avoidance of late hits or "gotcha" comments, the evaluation of the design professional's submittal and whether they are addressing prior comments or have justifiable reasoning in their designs that may allow deviations from standards, with City approval. The project manager will meet with the design professional and their client if prior comments are not being addressed. We have found this will get the process back on track or provide the project owner/client with a more realistic schedule based on their design professionals' actions.

### V. Work Plan:

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

Meeting deadlines is an important part of successful project management. When deadlines are met, it ensures that the project is on track and that all the objectives have been met. It also helps to keep the project on budget and within the expected timeline. Meeting deadlines also help maintain the team's morale by giving them a sense of accomplishment and pride. When deadlines are not met, it can lead to delays, additional costs, and increased stress levels. It is, therefore, essential to ensure that project deadlines are met to ensure the project's success.

**B. Provide required response time to the urgent service requests.**

We stand ready to accept any work you request, and we are fully capable of performing urgent assignments with short notice and rapid turnaround within 3 days.

**C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.**

We can expedited the next cycle for plan checks to make up for lost workhours. We can also provide quick staff replacements in the event of an emergency.

**D. Provide any other relevant information that you believe would benefit City for the requested services.**

Interwest is familiar with the City's standards and guidelines, however a complete submittal package from the applicants would be beneficial to streamlining our process.

**Submitted by:**

**Company Name:** Interwest Consulting Group, Inc.

**Contact Name:** Paul Meschino

**Title:** President

**Signature:**



**Email:** pmeschono@interwestgrp.com

**Phone:** 619.372.9962

**Date:** 4/26/2023

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

# Required Statements, Forms, and Samples

# 6



Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

## Section 6 | Required Statements, Forms, and Samples

### Required Statements

1. Interwest understands that this RFP will be incorporated in its entirety as a part of Interwest's Proposal.
2. Interwest's Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by Interwest and the City of Moreno Valley.
3. Interwest's services to be provided, and fees will be in accordance with the City's RFP except as otherwise specified under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. Following this section are the modifications that Interwest is requesting, under the heading of "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
5. In its proposal, Interwest has provided the the names, qualifications and proposed duties of the Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City can contact. It is understood that if one or more of the proposed staff should become unavailable, a substitute of at least equal competence will be made after prior written approval by the City.
6. Interwest will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals is included in the 'Not-to-Exceed' fee as part of the Cost Proposal and no additional compensation will be requested or allowed therefor.
7. Interwest acknowledges and understands that the requested proposed services shall be provided by the team presented in this proposal and if not available, alternate fully-qualified engineers acceptable to the City will be utilized to perform the requested services.
8. Interwest will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. Interwest agrees that the hourly rate schedule (which is included in the Cost Proposal as required below) is part of the Interwest Proposal.
10. Interwest will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. Interwest will adhere to all federal laws and regulations, notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
12. Interwest will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
13. Interwest will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the



California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

14. Interwest will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

15. Interwest offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to Interwest, without further acknowledgment by the parties.

## Additions Or Exceptions To The City's Request For Proposal

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the RFP documents. We respectfully request the following modifications to the agreement terms; blue font represents text to be added and deleted text is represented by red strike-out.

### THE CITY OF MORENO VALLEY STANDARD INSURANCE REQUIREMENTS

6) A certificate of insurance which reads, "The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are additional insured's as respects to General Liability and Auto Liability insurance. **Except with respect to Workers' Compensation coverage.** ~~This~~ **th**is insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation and Employer's Liability insurance as respects to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers."

### AGREEMENT FOR PROFESSIONAL SERVICES

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all **third party** loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) ~~that~~ **to the extent** arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement. **Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.**

15. Insurance

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

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

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, **which consent shall not be unreasonably denied or delayed.**

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use. **For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto**

30. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest. **Notwithstanding the preceding, Consultant shall have no liability under this section to the extent that the acts or omissions leading to the determination that a Consultant employee was eligible for enrollment in PERS were taken at the direction of City.**

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

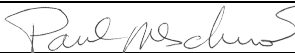
Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements, which are necessary to extend coverage, which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: Interwset Consulting Group, Inc.

SIGNATURE: 

PRINT NAME: Paul Meschino

TITLE: President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

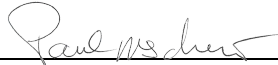
Please explain any of the checked items:

Requested modifications have been listed in Section 6.

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Interwest Consulting Group, Inc. DATE: April 26, 2023

BUSINESS ADDRESS: 1500 S. Haven Avenue, Suite 220, Ontario, CA 91761

SIGNATURE OF REPRESENTATIVE: 

BY: Paul Meschino TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

<u>Paul Meschino</u>	<u>President (Authorized Signer)</u>
<u>Chris Giordano</u>	<u>Chief Executive Officer</u>
<u>David Bao</u>	<u>Vice President and Secretary</u>
<u> </u>	<u> </u>

(CONTINUED ON NEXT PAGE)

**Attachment C: Client References**

Interwest Consulting Group

(Bidder's Company Name)

1. Client's Company Name:	City of Costa Mesa
Client Address:	77 Fair Drive, Costa Mesa, CA 92626
Contact's Name:	Raja Sethuramen
Contact's Title:	Public Services Director
Contact's Telephone & FAX:	714.754.5173
Contact's Email:	raja.sethuraman@costamesaca.gov
Scope of Services/Products Provided:	Civil engineering services, project management, construction management and inspection, civil, traffic and grading plan check, CASp plan check, building and fire life safety plan check, building inspection and permit technician services.
Project Completion Date & Value:	Current client with ongoing projects of varying costs.
2. Client's Company Name:	City of San Juan Capistrano
Client Address:	32400 Paseo Adelanto, San Juan Capistrano, CA 92675
Contact's Name:	Thomas Toman
Contact's Title:	Public Works Directoe
Contact's Telephone & FAX:	949.234.4580
Contact's Email:	ttoman@sanjuancapistrano.org
Scope of Services/Products Provided:	From October 2013 to present, Interwest provided City Engineering and Traffic Engineering Services. Our staff oversees the development processing,assists with the preparation of the annual Capital Improvement Program, and manages the transportation planning and traffic engineering
Project Completion Date & Value:	Current client with ongoing projects of varying cost.
3. Client's Company Name:	City of Eastvale
Client Address:	12363 Limontie Avenue, Suite 910, Eastvale, CA 917520
Contact's Name:	Dahi Kim
Contact's Title:	Senior Engineer
Contact's Telephone & FAX:	951.703.4477
Contact's Email:	dkim@eastvaleca.gov
Scope of Services/Products Provided:	Gathering of essential information and key data, preparation of fiscally prudent and conservative operating budgets and identifying cost effective, efficient, and innovative methods of providing public works, planning, building and safety activities and services transitioned from the County of Riverside.
Project Completion Date & Value:	Current client with ongoing projects of varying costs.
4. Client's Company Name:	City of Perris
Client Address:	101 N D St, Perris, CA 92570
Contact's Name:	Clara Miramontes
Contact's Title:	City Manager
Contact's Telephone & FAX:	951.943.6100
Contact's Email:	cmiramontes@cityofperris.org
Scope of Services/Products Provided:	Engineering plan check services and on-call inspection services to the land development department. Hydrology and Hydraulic calculations and reports; Engineer's reports; and storm water pollution prevention plans and Water Quality Management Plans (WQMP, NPDES, MS4).
Project Completion Date & Value:	Current client with ongoing projects of varying costs.

Duplicate this form as necessary to complete list.

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

County of Orange  
(the County of the place of business)

Paul Meschino, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is President of  
(title of the person signing this form)

Interwest Consulting Group, Inc., the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: Paul Meschino  
(name of the person signing this form)

Title: President  
(title of the person signing this form)

Notary is required for this bid.

# Work Samples

# 7



Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



A SAFEbuilt COMPANY

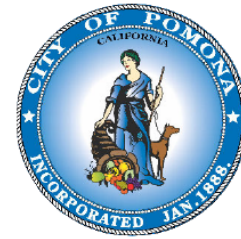
# Section 7 | Work Samples

March 22, 2022

CITY OF POMONA - FINAL REVIEW

Permit No: GRA-043362-2021

Interwest No.: POM21-0499



**Project:** TR 82889 Residential – Century Communities  
**Address:** 2115 S Garey Avenue

Interwest Consulting Group has completed a **FINAL code compliance review** of the following documents on behalf of the **City of Pomona**:

1. Documents:
  - a. Rough Grading Plan Sheet 1 - 8 of 51 Sheets dated March 15, 2022 by C & V Consulting, Inc.
  - b. Rough Grading Plan Response to Review No. 4 Redlines
  - c. Rough Grading Plan Response to Review No. 4 Letter

The 2019 California Residential Code, 2019 California Building Code (structural engineering design provisions only), 2019 California Mechanical Code, 2019 California Plumbing Code, 2019 California Electrical Code, 2019 California Green Building Standards Code, and 2019 California Energy Code were used as the basis of this review.

**No comments. No exceptions taken. See IS-043363-2021 review letter for notes.**

Sincerely,

**INTERWEST CONSULTING GROUP**

Matt Simonetti, P.E.  
Senior Engineer  
(714) 628-6963  
[msimonetti@interwestgrp.com](mailto:msimonetti@interwestgrp.com)

1500 S. Haven Ave | Suite 220  
Ontario, CA 91761  
909.295-3142

INTERWESTGRP.COM

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



Century Communities  
TR 82889 - 2115 S Garey Ave.  
3/22/22

City of Pomona - Final Review  
Interwest Project No. Permit No: POM21-0499  
Permit App: GRA-043362-2021  
Page 2 of 8

**GENERAL COMMENTS:**

- G1. The following plan review documents are based on the **City of Pomona's** Building Regulations. The following comments reference the 2019 California Building Standards Code as amended by the **City of Pomona** unless otherwise noted.
- G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:
- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
  - Briefly explain in writing how the design is intended to comply with the applicable code sections.
  - Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

- G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.
- G4. Address all redline comments on the documents.
- G5. Address all applicable conditions of approval.

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

INTERWEST

Century Communities  
TR 82889 - 2115 S Garey Ave.  
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City of Pomona - Final Review  
Interwest Project No. Permit No: POM21-0499  
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Page 3 of 8

### PLAN REVIEW COMMENTS:

*The revised permit documents have been reviewed. The following comments are numbered per the original list and require further response and/or revision. The format includes the original comment followed by a new or clarified recheck comment in bold italic typeface, prefaced by PC5.*

Comments By: [Matt Simonetti; [msimonetti@interwestgrp.com](mailto:msimonetti@interwestgrp.com); (714) 628-6963]

#### ROUGH GRADING PLAN SHEET 1 OF 51:

- RG1. **Satisfied** Change the Proposed Easement construction note to the correct shape. Should be a square instead of a hexagon.  
PC2: Change Existing Easement construction note 5 to hexagon in INDEX MAP.
- RG2. **Satisfied** Correct the Sheet Index. Only shows 7 pages and there are 8 pages total, missing the General Grading Notes, sheet 2.  
PC2: Second request. Only shows 7 pages.
- RG3. **Satisfied** Update page number to read sheet "1 of 8" instead of "1 of 7".
- RG4. **Satisfied** PC2: Change sheet numbers on INDEX MAP to match plan sheets.
- RG5. **Satisfied** PC2: Provide 4" scale bar.
- RG5. **Satisfied** PC2: Provide import earthwork quantities. Provide disturbed area in square feet and acres.
- RG6. **Satisfied** PC2: Provide Geotechnical statement and signature line.  
PC3: 2<sup>nd</sup> request. Sample provided.
- RG7. **Satisfied** PC2: Provide date of preparation.
- RG8. **Satisfied** PC2: Provide Civil Engineer's name, license, seal, and signature line.
- RG9. **Satisfied** PC2: Verify ownership. Melia Homes, LLC. is the owner per the tract map.  
PC3: 2<sup>nd</sup> request. Verify the developer. The applicant's email stated a transition to Century Communities.
- RG10. **Satisfied** PC2: Show used abbreviations only in the abbreviations list.
- RG11. **Satisfied** PC2: Delete the duplicate WDID no for clarity.
- RG12. **Satisfied** PC3: Since the plans were consolidated into one set, it should have a general title sheet but I understand that this will change all of the sheet references. Verify with the City if this title sheet is acceptable labeled as Rough Grading Plan.
- RG13. **Satisfied** PC3: Index Map: Screen offsite line work.

INTERWEST

Century Communities  
TR 82889 - 2115 S Garey Ave.  
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- RG14. **Satisfied** PC3: Index Map: Clarify what the easement note leaders are pointing to. There is no line work shown.
- RG15. **Satisfied** PC3: Index Map: Label the Garey Ave. street name.
- RG16. **Satisfied** PC3: Index Map: Label adjacent map information.
- RG17. **Satisfied** PC4: Provide WDID no. prior to City acceptance and permit issuance.

**ROUGH GRADING PLAN SHEET 2 OF 51:**

- RG1. **Satisfied** PC2: Provide PC Resolution No. 21-022 and all applicable entitlement resolution references. Provide an e-copy of all resolutions.
- RG2. **Satisfied** PC2: Delete duplicate grading note 35. Not per city notes.
- RG3. **Satisfied** PC2: Change wording in grading note 35 from parcel to tract.
- RG4. **Satisfied** PC3: Provide a typical pad drainage detail with HP, swales with offset dimensions, grades %, etc.

**ROUGH GRADING PLAN SHEET 3 OF 51:**

- RG1. **Satisfied** Include Grade of the proposed pads on cross-section "E", "B", "A", and "C".  
PC2: Remove grade elevations if section drawings are typical not details.
- RG2. **Satisfied** The sections M/3 and M/5 look different on sheet 6 of 8. Make sure they are they same or include another cross-section to reflect the two different sections. There is only one Section "M" on the details page.  
PC2: Revise all sheet number references on section notes.
- RG3. **Satisfied** Update page number to Sheet "3 of 8".
- RG4. **Satisfied** PC2: Label the dimension width as \_\_\_' TO \_\_\_' for variable widths.
- RG5. **Satisfied** PC2: Provide 1.5% max cross fall on sidewalks for tolerances and longevity.
- RG6. **Satisfied** PC2: Provide adjacent record maps information for sections A, B, G, and F.
- RG7. **Satisfied** PC2: Provide solid black text for notes on the plan.
- RG8. **Satisfied** PC2: Reference the plan for construction of masonry wall and tubular steel fence.
- RG9. **Satisfied** PC2: Revise typical section and plan dimensions to be the same.

INTERWEST

Century Communities  
TR 82889 - 2115 S Garey Ave.  
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City of Pomona - Final Review  
Interwest Project No. Permit No: POM21-0499  
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- RG10. **Satisfied** PC2: For section G, label the maintenance entity of the V-ditch. Address on the final Tract Map.  
PC3: Indicate the instrument or agreement and date for the soccer field owner rights and responsibilities.  
PC4: 2nd request. Provide prior to City acceptance and permit issuance.
- RG11. **Satisfied** PC2: Drainage to flow away from existing wall per CBC requirements. Revise for positive flow away from the wall foundation.
- RG12. **Satisfied** PC3: Condition of Approval no. 8. Verify dual wall system requirements with the Building and Safety and Planning Divisions. The developer may be required to remove the existing wall and construct a new common wall. Double walls shall be avoided to the extent feasible. (typ)

**ROUGH GRADING PLAN SHEET 4 OF 51:**

- RG1. **Satisfied** Some sections P/4 and P/5 look different on sheets 6 of 8, and 7 of 8. Make sure they are the same or include another cross-section to reflect the two different sections. There in only one Section "P" on the details page.  
PC2: Revise all sheet number references on section notes.
- RG2. **Satisfied** Update page number to Sheet "4 of 8".
- RG3. **Satisfied** PC2: Provide 1.5% max cross fall on sidewalks for tolerances and longevity.
- RG4. **Satisfied** PC3: Provide bold lines for the rough cut as it was on the prior plan submittal. Should be prominent. (typ)

**ROUGH GRADING PLAN SHEET 5 OF 51:**

- RG1. **Satisfied** Update page number to Sheet "5 of 8".
- RG2. **Satisfied** PC2: Show all Rio Rancho Road improvements on this plan as screened line work. Provide a note "SEE OFFSITE STREET IMPROVEMENT PLAN". Screen all proposed improvements line work that are not a part of this plan.
- RG3. **Satisfied** PC2: Revise all sheet number references on section notes.
- RG4. **Satisfied** PC2: Revise matchline to correct sheet number.
- RG5. **Satisfied** PC2: Label approximate existing offsite pad elevations.
- RG6. **Satisfied** PC2: Remove Precise Grade Plan line work.
- RG7. **Satisfied** PC2: Label onsite street names.  
PC3: 2<sup>nd</sup> request. Provide when available.  
PC4: 3<sup>rd</sup> request.
- RG8. **Satisfied** PC2: Label pad dimensions.

INTERWEST

Century Communities  
TR 82889 - 2115 S Garey Ave.  
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- RG9. **Satisfied** PC2: Label storm drain and reference plan.
- RG10. **Satisfied** PC2: Provide adjacent record maps information.  
PC3: 2nd request. APNs can change. Provide record map information such as Tract no. and Lot/Parcel no. (typ)
- RG11. **Satisfied** PC2: Label approximate existing offsite pad elevations. (PAD = XXX.X)
- RG12. **Satisfied** PC2: Provide onsite street dimensions.
- RG13. **Satisfied** PC3: Revise sight line per comments on the Line of Sight Exhibit.

**ROUGH GRADING PLAN SHEET 6 OF 8:**

- RG1. **Satisfied** The two Section P/5 shown on this page do not appear to be the same. Is one supposed to be a P/4?  
PC2: Revise all sheet number references on section notes.
- RG2. **Satisfied** Update page number to Sheet "6 of 8"
- RG3. **Satisfied** PC2: Show all S Garey Ave improvements on this plan as screened line work. Provide a note "SEE OFFSITE STREET IMPROVEMENT PLAN". Screen all proposed improvements line work that are not a part of this plan.
- RG4. **Satisfied** PC2: Revise all sheet number references on section notes.
- RG5. **Satisfied** PC2: Revise matchlines to correct sheet numbers.
- RG6. **Satisfied** PC2: Label onsite street names.  
PC3: 2<sup>nd</sup> request. Provide when available.  
PC4: 3<sup>rd</sup> request.
- RG7. **Satisfied** PC2: Label pad dimensions.
- RG8. **Satisfied** PC2: Label storm drain and reference plan.
- RG9. **Satisfied** PC2: Provide adjacent record maps information.  
PC3: 2nd request. APNs can change. Provide record map information such as Tract no. and Lot/Parcel no. (typ)
- RG10. **Satisfied** PC3: Provide grade information for atypical pads. Provide a pad drainage detail with HP, swales with offset dimensions, grades %, etc.

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

Century Communities  
TR 82889 - 2115 S Garey Ave.  
3/22/22

City of Pomona - Final Review  
Interwest Project No. Permit No: POM21-0499  
Permit App: GRA-043362-2021  
Page 7 of 8

**ROUGH GRADING PLAN SHEET 7 OF 51:**

- RG1. **Satisfied** The two section P/4 shown on this page do not appear to be the same. Is on supposed to be a P/5?
- RG2. **Satisfied** Update page number to Sheet "7 of 8".
- RG3. **Satisfied** PC2: Show all S Garey Ave improvements on this plan as screened line work. Provide a note "SEE OFFSITE STREET IMPROVEMENT PLAN". Screen all proposed improvements line work that are not a part of this plan.
- RG4. **Satisfied** PC2: Revise matchline to correct sheet number.
- RG5. **Satisfied** PC2: Remove PGP line work.
- RG6. **Satisfied** PC2: Label onsite street names.  
PC3: 2<sup>nd</sup> request. Provide when available.  
PC4: 3<sup>rd</sup> request.
- RG7. **Satisfied** PC2: Label pad dimensions.
- RG8. **Satisfied** PC2: Label storm drain and reference plan.
- RG9. **Satisfied** PC2: Provide adjacent record maps information.  
PC3: 2nd request. APNs can change. Provide record map information such as Tract no. and Lot/Parcel no. (typ)
- RG10. **Satisfied** PC2: Label existing storm drain connection to S Garey Ave..
- RG11. **Satisfied** PC2: Label the existing V-ditch as protect in place. Label the maintenance entity of the V-ditch.  
PC3: Indicate the instrument or agreement and date for the soccer field owner rights and responsibilities.  
PC4: 2nd request. Provide prior to City acceptance and permit issuance.

**ROUGH GRADING PLAN SHEET 8 OF 51:**

- RG1. **Satisfied** Remove the lot numbers that look the same as one of the construction notes (Lots 1-6) from the map, or change shape on the Erosion Control Construction Notes.
- RG2. **Satisfied** Include Inlet Protection Controls for the onsite inlets.
- RG3. **Satisfied** Update page number to Sheet "8 of 8".
- RG4. **Satisfied** PC2: Catch basins are not being constructed during the rough grade phase. Remove all inlet protection. Provide inlet protection on the street improvement plan and precise grade plan.

INTERWEST

Century Communities  
TR 82889 - 2115 S Garey Ave.  
3/22/22

City of Pomona - Final Review  
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Page 8 of 8

- RG5. **Satisfied** PC2: Provide erosion control BMPs as a first line of defense per NPDES requirements.  
PC3: 2<sup>nd</sup> request. Provide EC series BMPs on all disturbed areas such as soil binders, hydroseed, etc.
- RG6. **Satisfied** PC2: Provide sediment traps or sediment basins with controlled stabilized outlets. Provide BMP sizing calculations.  
PC3: 2<sup>nd</sup> request. Provide controlled and stabilized inlets/outlets for sediment traps to/from the rough cut roadways which are below the pad elevations. (typ) Provide and label the tributary area boundary.
- RG7. **Satisfied** PC2: BMPs along the westerly boundary line are not required due to existing wall.
- RG8. **Satisfied** PC2: Screen offsite improvements.
- RG9. **Satisfied** PC2: Screen or freeze all storm drain line work.
- RG10. **Satisfied** PC2: Provide inlet protection at the southeast corner of the site.
- RG11. **Satisfied** PC2: Provide inlet protection at the downstream catch basin inlet on Garey Ave.
- RG12. **Satisfied** PC2: Address PAD erosion and sediment control BMPs. (typ)  
PC3: 2<sup>nd</sup> request.
- RG13. **Satisfied** PC3: Provide directional drainage flow arrows. (typ)
- RG14. **Satisfied** PC3: Place sediment BMP on the north side of the existing swale along the southern boundary.

Comments By: [Matt Simonetti; [msimonetti@interwestgrp.com](mailto:msimonetti@interwestgrp.com); (714) 628-6963]

**GEOTECHNICAL AND INFILTRATION EVALUATION:**

- GE1. **Satisfied** The report is older than one year. Provide a geotechnical update letter.
- GE2. **Satisfied** Provide a statement that the site is suitable for the intended use and will not adversely impact adjacent properties as proposed.
- GE3. **Satisfied** Section 2.2: Revise the reference from water quality basin to proprietary biotreatment BMPs (MWS) and underground detention system.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

INTERWEST



# CITY OF MORENO VALLEY

QUALIFICATIONS FOR #2023-008

Professional Services for Senior Engineer  
Consultant Services | Pricing



*April 28, 2023 | 2:00 PM*

**PROPOSAL MAIN CONTACT:**  
**SHELBY SIERACKI**  
 Account Manager  
 626.224.2055  
 ssieracki@interwestgrp.com

[www.interwestgrp.com](http://www.interwestgrp.com)

Attachment: Consultant Agreement - Interwest - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



**Exhibit B: Pricing**

**(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

1	Senior Engineer, P.E.	\$ 185
2		\$
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

**II. Pricing Terms and Conditions**

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.



# Billing Rates

Effective January 1, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

## Classification Hourly Billing Rate

### Engineering

Principal in Charge .....	\$240
Principal Engineer .....	215
City Surveyor/City Engineer .....	215
Project Manager .....	195
Traffic Engineer .....	190
Transportation Engineer .....	195
Supervising Engineer .....	190
Senior Engineer .....	185
Licensed Land Surveyor .....	185
Engineering Associate III .....	150
Engineering Associate II .....	140
Engineering Associate I .....	130
Survey Technician .....	125
Senior Engineering Technician .....	125
Engineering Technician III .....	120
Engineering Technician II .....	105
Engineering Technician I .....	95
Student Trainee .....	45
Grading Plans Examiner .....	155

### Building Safety Services

Certified Building Official .....	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect.....	155
Supervising Structural Engineer .....	185
Senior Structural Engineer .....	175
Senior Plans Examiner .....	140
CASp .....	125
Inspector III .....	110
Inspector II .....	100
Inspector I .....	90
Permit Technician .....	80
Fire Protection Engineer .....	155
Senior Fire Plans Examiner.....	130
Fire Plans Examiner / Fire Inspector .....	120
ICC Building Plans Examiner .....	120
Senior Code Enforcement Officer .....	135

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

Code Enforcement Officer .....	125
Trainee .....	75

**Construction Management**

Construction Manager .....	170
Assistant Construction Manager .....	150
Supervising Public Works Observer .....	170
Senior Public Works Observer .....	160
Public Works Observer III.....	150
Public Works Observer II.....	135
Public Works Observer I.....	120

**Real Estate**

Supervising Corporate Broker.....	250
Senior Project Manager .....	195
Project Manager .....	175
Senior Acquisition / Relocation Agent .....	135
Acquisition / Relocation Agent .....	120
ROW Technician .....	105
ROW Coordinator.....	90
Administrative Support.....	75

**Landscape Design Review Services**

Project Manager .....	165
Senior Landscape Design Reviewer .....	150
Landscape Design Reviewer.....	140
Landscape Maintenance Inspector .....	120
Landscape Field Supervisor.....	120

**Planning Services**

Community Development Director .....	200
Planning Manager .....	185
Principal Planner.....	170
Senior Planner.....	155
Associate Planner .....	125
Assistant Planner.....	100
Planning Technician .....	80

**Administrative**

Management Analyst II.....	115
Management Analyst I.....	105
Senior Administrative .....	95
Administrative III.....	85
Administrative II.....	80
Administrative I.....	70

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**EXHIBIT C****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **TBD**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at [zarat@moval.org](mailto:zarat@moval.org). Calls should be directed to (951) 413-3139.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT D

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

Attachment: Consultant Agreement - Interwest (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.



If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

DRAFT

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **HR Green Pacific, Inc.**, a **California corporation**, hereinafter described as "Consultant." This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date").

**RECITALS**

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

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

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

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

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

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

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

### DESCRIPTION OF PROJECT

1. The Project is described as [Senior Engineer Consultant Services](#).

### SCOPE OF SERVICES

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

### PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of [TBD](#) in accordance with the payment terms provided in Exhibit D attached hereto and incorporated herein by this reference.

### TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.
6. The Consultant shall perform the work described in Exhibit A in accordance with the schedule as stated in the Notice to Proceed.
7. This Agreement shall be effective from effective date and shall continue in full force and effect date through [June 30, 2024](#), subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

### SPECIAL PROVISIONS

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

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

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

This section shall survive termination or expiration of this Agreement.

### 15. Insurance.

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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



## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

18. (a) The Consultant shall deliver to the [Principal Engineer or his designated representative](#), red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

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

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

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

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

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

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

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

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

29. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

30. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent Consultant of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

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

32. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

**SIGNATURE PAGE FOLLOWS**

DRAFT

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



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

City of Moreno Valley

HR Green Pacific, Inc.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Date

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

**EXHIBIT A**

CITY – REQUESTED SCOPE OF SERVICES

DRAFT

# City of Moreno Valley



## ***Request for Proposal***

**# 2023-008**

Professional Services for Senior Engineer Consultant  
Services

April 3, 2023

**Question Deadline:**

April 17, 2023, 2:00 pm, PST

**Proposal Due Date:**

April 28, 2023, 2:00 pm, PST

**Submit proposal online at:**

<https://pbsystem.planetbids.com/portal/24660/bo/bo-detail/103656>

**Proposal Contact:**

Purchasingdivision@moval.org

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## Schedule

### I. Tentative Schedule of Important Dates

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

	DATE	EVENT
1	April 3, 2023	Request for Proposals (RFP) issue date
2	April 17, 2023	Question deadline
3	April 21, 2023	Final addendum issued (if necessary)
4	April 28, 2023	Proposal due date
5	May 5, 2023	Evaluation of proposals completed
6	May 12, 2023	Selection of Consultant(s) & contract preparation
7	June 6, 2023	Contract Award (estimated)
8	July 1, 2023	Start of Service (estimated)

## Proposal Procedures, Content, and Format

### I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

## II. Proposal Content and Format

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

### A. Section 1: Executive Summary

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

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

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

### C. Section 3: Professional Team Assignments

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

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

1. Submit all pricing on \*Exhibit B using the form provided.
  2. Provide pricing for each of the required line items.
  3. Provide pricing for optional proposer recommendations.
  4. See payment terms in Exhibit B for additional details.
- \* These forms are provided by City in the submittal forms section.

**Please ensure the cost proposal is submitted separately.**

**E. Section 5: Response Template**

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

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

1. Statements (per Special Terms and Conditions, section II., page 7)
2. Special Provisions Form
3. Client Reference List\*
4. Non-Collusion Affidavit\*

\* Note these forms are provided by City in the submittal forms section.

**G. Section 7: Work Samples**

1. Samples of work, queries, reports, and forms\*\*
2. Limit this section to a maximum of ten pages.

\*\* Note that these documents will not be returned to proposer.

**H. Inadequate Content**

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

**I. Proposal Format**

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

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

### **I. Proposer Qualifications**

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

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

#### **A. Minimum Qualifications:**

##### **Knowledge of:**

1. Theories, principles and practices of civil engineering design and construction.
2. Principles and modern techniques of and commonly used materials and equipment used in design, construction and maintenance of various engineering projects.
3. Federal, state and local laws, regulations, and court decisions applicable to private development.
4. Information technology and computer capabilities applicable to land development.
5. Principles and practices of sound business communication.
6. Electronic plan check.

##### **Ability to:**

1. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
2. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
3. Plan, organize, manage and integrate engineering design and construction activities.
4. Design issues, analyze problems, evaluate alternatives, and develop sound, independent conclusions and recommendations.
5. Understand, interpret, explain, and apply federal, state and local policy, law, regulations, and court decisions applicable to land development.
6. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
7. Supervise and evaluate the work of professional consultants and construction contractors.



8. Exercise sound independent judgment within general policy guidelines.
9. Prepare clear, concise, and comprehensive correspondence, reports and other written materials.
10. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
12. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

#### **Education, Training and Experience:**

A bachelor's degree in civil, electrical, mechanical, or structural engineering or a related engineering discipline. A minimum of six years of progressively responsible civil, electrical, mechanical, or structural engineering experience.

#### **Licenses; Certificates; Special Requirements:**

- A current and valid registration as a Professional Civil Engineer with the California State Licensing Board.
- A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

## **II. Evaluation Criteria**

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

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

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

### **B. Evaluation Criteria**

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

- (40 points)— - Experience of Key Personnel. Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations; local experience on comparable projects and length of service with the firm; and reference information, preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification. Information about the

company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.

- (10 points) – References
- (20 points) - Project Approach/Understanding. Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.
- (10 points) - Completeness, thoroughness, and neatness of submittal

**C. Fee/Price Evaluation**

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

**III. Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1<sup>st</sup> through June 30<sup>th</sup>. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2023) through June 30, 2024. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

## Special Terms and Conditions

### I. Audit Requirements

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

### II. Statements

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

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

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

### III. Termination

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

**IV. Independent Contractor Status**

By submitting a proposal to this RFP, you thereby represent, warrant, covenant and agree, that in the event City elects to enter into a contract for services outlined herein, as of the effective date of the agreement and throughout the term of the agreement, you shall be deemed an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. Failure to comply with this requirement, as may be determined by the City, in consultation with the City Attorney, in City's sole and absolute reasonable discretion, shall result in the proposal being rejected as non-responsive. As set forth in more detail herein, successful proposers shall enter into an Agreement with the City governing the services, which shall include express language effectuating the same

**V. Civil Code Section 1542 Waiver**

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

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

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

**VI. Public Employees Retirement Law (CalPERS)**

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- C. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

**Continued on Next Page**

## Exhibit A: Scope of Services

### I. General

Under general direction, the successful firm shall provide Senior Engineer Consultant Services, who manages, oversees, evaluates, monitors, and participates in the conduct of multiple complex land development projects and performs related duties as assigned.

Consultant shall dedicate and provide name and qualifications of one or more dedicated employees to serve as Senior Engineer. City anticipates a commitment of approximately 40 hours/week, although time may be more or less, depending on the City's needs. The duration of work shall be on an as-needed basis. Tasks and duties include, but are not limited to, the following:

### II. Specific

1. Manages, oversees, evaluates and monitors assigned land development projects; participates in plan check processes; reviews and checks various plans, legal documents and studies to ensure compliance with City standards; attends pre-construction meetings with developers, contractors and engineers and resolves construction-related problems; represents the division on Project Review Staff Committees and coordinates development projects with City staff and other agencies to provide feedback to developers; meets with developers to discuss land development projects; reviews development projects and prepares, modifies, clarifies and updates written comments and conditions of approval; represents the division at Planning Commission meetings and answers questions regarding development projects; interprets conditions of approval for the public; recommends approval for building permits and certificates of occupancy; reviews developer supporting documentation and calculates development impact fee credits, refunds or reimbursements.
2. Reviews plans, specifications, submittals, estimates, designs, drawings, and schedules of values for completeness, accuracy, scope of work, constructability, and compliance with federal, state, and local requirements; provides recommendations for acceptable alternative solutions to design errors and other issues; monitors work for conformance with plans and conditions of approval; assesses, identifies, and facilitates complete resolution of non-compliance issues.
3. Coordinates project activities with other City departments, divisions, and external agencies.
4. Inspects project sites to ensure compliance with project conditions of approval and City policies and resolve issues.
5. Prepares and updates a variety of complex and technical engineering project documentation, project plans and conditions of approval.
6. Analyzes and responds to requests for information and complaints from other public and governmental agencies, community and business groups, citizens, the media, and the public.

End of Scope of Services

**Exhibit B: Pricing**

**(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

1	Senior Engineer, P.E.	\$
2		\$
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

**II. Pricing Terms and Conditions**

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



**Attachment A: Required Response Template**

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
[ ]
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
[ ]
- C. Organizational structure (i.e., corp., LLC, sole proprietorship, etc.).  
[ ]
- D. Names and titles of the principal owner(s).  
[ ]
- E. Person(s) authorized to make commitments for your company.  
[ ]
- F. Company history, experience, years in business for current company name.  
[ ]
- G. Annual company revenues for the last three fiscal years.  
[ ]
- H. Tax ID number.  
[ ]
- I. The complete scope of services offered by your company.  
[ ]
- J. The number of clients (including governmental) served in past and present.  
[ ]
- K. Special qualifications, training, credentials, recognition, or awards.  
[ ]
- L. Contracts terminated for cause, pending litigation or legal issues.  
[ ]

**II. Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

| |

B. Team to be assigned for these services.

| |

C. Qualifications of specific individuals who will work on the project.

| |

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

| |

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

| |

F. Current number of employees: full-time and part-time employees.

| |

G. Annual turnover rate of staff.

| |

Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

| |

H. Facilities that would be utilized to perform the required work.

| |

I. Equipment that would be utilized to perform the required work.

| |

**III. Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

A. Ability to perform specific tasks as outlined in the RFP.

| |

B. Reasonableness of your fee to do the work.

| |

C. Current resources to meet or better all task and timeline requirements herein.

| |

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

[ ]

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

[ ]

F. How quickly can you begin providing services if awarded the contract?

[ ]

G. Details of any improvement or upgrades your firm has designed or implemented.

[ ]

**IV. Demonstrated and Technical Experience**

Please describe your company's:

A. Demonstrated record of success on work previously performed.

[ ]

B. Specific method and techniques to be employed on the project or problem.

[ ]

**V. Work Plan:**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

[ ]

B. Provide required response time to the urgent service requests.

[ ]

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

[ ]

D. Provide any other relevant information that you believe would benefit City for the requested services.

[ ]

**Submitted by:**

Company Name [ ]

Contact Name [ ]

Title [ ]

Signature [ ]

RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

Email	
Phone	
Date	

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements, which are necessary to extend coverage, which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

\_\_\_\_\_  
\_\_\_\_\_

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

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

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTINUED ON NEXT PAGE)

**Attachment C: Client References**

(Bidder's Company Name)

1. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
2. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
3. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
4. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]

Duplicate this form as necessary to complete list.

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

Notary is required for this bid.



**Attachment E: Sample Invoice**

<b><i>Consultant Name/Address/Phone</i></b>			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/23 Invoice No.: 12345		
Public Works Department/Land Development Division – Senior Engineer Consultant Services			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2023 through July 31, 2023</u>			
<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Engineer John Smith	40.0	\$125.00	\$5,000.00
<b>Total Invoice</b>			<b>\$5,000.00</b>
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
<b>Billings to date:</b>	<u>Current</u>	<u>Prior</u>	<u>Total</u>
<b>Total Billings</b>	\$5,000.00	\$0.00	\$ 5,000.00
<b>Budget</b>			\$ 50,000.00
<b>Remaining</b>			\$ 45,000.00

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

**Attachment F: Sample Template of Agreement for Professional Consultant Services**

**(See PlanetBids Documents & Attachment Tab)**

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

**EXHIBIT B**  
CONSULTANT'S PROPOSAL

DRAFT

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

# Professional Services for Senior Engineer Consultant

PROPOSAL FOR

City of Moreno Valley

APRIL 28, 2023



## Steve Loriso, PE, QSD/QSP

1260 Corona Pointe Court, Suite 305  
Corona, CA 92879-5013

Direct 951.475.3619 + Mobile 909.630.2577

[sloriso@hrgreen.com](mailto:sloriso@hrgreen.com)

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



▶ 1260 Corona Pointe Court | Suite 305  
Corona, CA 92879  
Main 855.900.4742 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

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

April 28, 2023

**Re: Professional Services for Senior Engineer Consultant Services #2023-008**

Dear Selection Committee Members,

Over the years the City of Moreno Valley has established a benchmark for regional economic growth aligned to the priorities established in the *Momentum MoVal Strategic Plan*. Robust new construction in the residential and non-residential markets continues to place a focus on integrating sustainable infrastructure with smart land development.

**HR Green Pacific, Inc. (HR Green) is currently working hand-in-hand via on-site staff with the City** to seamlessly shepherd transportation engineering and plan/map review of land development projects. This has afforded HR Green the unique opportunity to instantly be familiar with the City's procedures to process land development projects. After working side-by-side with your staff and **servicing your community for more than seven years**, we have a vested interest in the community and will continue to approach every project with the intent to maintain the City's high standards for quality of life.


### Required Information

- a) HR Green Pacific, Inc., 1260 Corona Pointe Court, Suite 305, Corona, CA 92879, Phone: 855.900.4742, Fax: 713.965.0044, Email: sloriso@hrgreen.com, Website: HRGreen.com
- b) Prior company names (if any);
- c) HR Green is a Corporation.
- d) HR Green is an employee-owned business. Some of the corporate officers include: Richard White, President; Michelle Byard, Chief Financial Officer/Treasurer; and Tim Hartnett, Vice President. Additional corporate officers can be provided if requested.
- e) Tim Hartnett, Vice President, is authorized to make commitments for the company
- f) Founded in 1913, and celebrating 110 years of continuous service, HR Green ranks among ENR's Top 500 Design Firms (#162 in 2022) in the United States.
- g) HR Green has 650+ employees nationwide. Our Program Manager is Steve Loriso, PE, QSD/QSP; our Principal-in-Charge is Tim Jonasson, PE.

### Exceptions

The sample contract contains language that should be modified or clarified to be more specific to the services being delivered. Based on our review, we believe revisions will provide greater clarity as to contractual obligations as well as compliance with state law requirements, which will benefit both parties. As requested in the RFP, for additional information, please refer to Appendix—Additions or Exceptions to the City's Request for Proposal. As HR Green is currently under contract with the City, we are prepared to discuss these matters immediately upon selection and foresee a timely outcome.

Sincerely, **HR GREEN PACIFIC, INC.**

  
Steve Loriso, PE, QSD/QSP  
Program Manager

  
Tim Hartnett  
Vice President

  
Tim Jonasson, PE  
Principal-in-Charge

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



CELEBRATING  
**110**  
YEARS

HR Green exclusively serves public agencies in California and we specialize in multi-faceted on-call engineering and design services. We have been providing services to the City of Moreno Valley for the past seven years, which makes us unique compared to other providers in the region, with our:

- ▶ **CITY FAMILIARITY:** HR Green has a long history of facilitating the transportation engineering and civil plan/map review of land development projects for Moreno Valley. Since 2016, our staff has worked to meet day-to-day and technical demands of City public works/engineering and community development departments, along with the extensive working knowledge of Accela Civic Platform (ACP).
- ▶ **PROVEN APPROACH:** We have provided an integrated approach and staffing plan that optimizes flexibility. The assigned individuals will continue to support the City when not on-site, while leveraging a deep bench of personnel to quickly respond to your dynamic needs.
- ▶ **DYNAMIC FLEXIBILITY:** We understand that certain projects demand more commitment and attention, such as a shorter turnaround time for reviews and feedback. Our assigned staff possess not only the essential land development experience but also extensive knowledge of your city processes, and in managing capital improvement projects for various agencies.

## Unparalleled Knowledge of Moreno Valley, Your Needs, and Requirements

Our staff have coordinated closely with your various City departments and applicable staff to become your trusted advisor for these services, including:

- ▶ **Currently** serve the City providing services in both on-site and off-site roles.
- ▶ **Regularly attended** Pre-Project Review Staff Committee (PRSC) and PRSC meetings and presented the Division's comments and conditions.
- ▶ **Coordinated** with other departments and divisions to facilitate design approval.
- ▶ **Provided constructive feedback** on City's Accela Civic Platform (ACP) new feature, Digital Plan Room (DPR) that allows reviewers to comment on plans within ACP, to improve interactive process.
- ▶ **Worked** with the City onsite as project manager for capital project delivery working directly with the City Engineer's office

As the City of Moreno Valley knows, HR Green is a trusted advisor for clients from project inception to final completion, always seeking the most economical solutions and streamlined processes. We provide assistance in complying with emerging regulations and harmonize your growth and development with the environment. HR Green's robust group of licensed professional engineers provide clients like Moreno Valley with the benefit of a diverse mix of experience.

## Our Engineering Management Capabilities



### Knowledge Of:

- Civil engineering principles and practices
- Local, State and Federal Laws
- Information Technology including Electronic Plan Check Software, GIS, and more
- Best practices and latest techniques, materials, and equipment in use



### Our Core Staff

- Know and understand Moreno Valley
- Local Program/Project Managers, Engineers and Support Staff



### Keys to Success

- Prepare and review complex engineering designs
- Perform technical research and analysis
- Plan and organize activities
- Understand, interpret, and explain laws and regulations
- Proactive Management
- Quality Project Records
- Clear Communication
- Proactive Decisions/ Recommendations
- Open communications

A. Section 1: Executive Summary ..... *precedes this page*

B. Section 2: Supplemental Company Information ..... *precedes this page*

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

D. Section 4: Proposal Costs ..... *under separate cover*

E. Section 5: Response Template ..... 11

F. Section 6: Required Statements, Forms, and Samples ..... 19

G. Section 7: Work Samples ..... 25

Appendix—Additions or Exceptions to the City’s RFP ..... 33



## C. Section 3: Professional Team Assignments

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



## Organization Chart and Resumes

Your primary point of contact is **Steve Loruso, PE, QSD/QSP**, our assigned **Program Manager**. Steve will be Moreno Valley's day-to-day contact and will see that all resources are allocated to your projects as needed, serve as part of our QA/QC team, and will be available for requested meetings with the City. Steve's resume and work experience, along with that of the other key personnel, appear in the following pages.



**Principal-in-Charge**

Tim Jonasson, PE



**Program Manager**

Steve Loruso, PE, QSD/QSP



**Assistant Program Manager**

Carolina Fernandez, EIT



**Senior Engineer**

Michael Myers, PE



**Senior Engineer**

Derek Wieske, PE



**Senior Engineer**

Desiree Flores, PE

**Additional Staff Available As Needed**



## Steve Loriso, PE, QSD/QSP

### *Program Manager*

Steve has more than 25 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit for various municipalities, performed review of compliance documents for private and public developments, acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

**Steve has served as City Engineer/Director of Public Works for several cities throughout Southern California.**

### SELECTED PROJECT EXPERIENCE

#### ▷ City Engineer, City of Hemet

City Engineer overseeing land development management, CIP project management, quality assurance/quality control, and construction management to help manage land development projects and prioritize and program CIP road and drainage projects involving a large backlog that needs to be expedited through design and construction.

#### ▷ Program Management, Cities of Hemet and Lake Elsinore

CIP management, land development management, project management, quality assurance/quality control, and construction management to help prioritize and program of CIP road and drainage projects involving a large backlog that needs to be expedited through design and construction.

#### ▷ Civil / LID / WQMP Plan Check, Cities of Jurupa Valley, Pomona, Hemet, San Gabriel, Claremont, Monrovia, Bradbury, Norco, Chino, and Banning; County of Orange

Project Manager for the review of grading, water, sewer, drainage, street, traffic, and Stormwater Urban Mitigation Plans (SUSMPs)/Water Quality Management Plans (WQMPs) associated with residential, mixed-use, and commercial projects/developments.

#### ▷ Municipal Engineering, City of Jurupa Valley

City Engineer responsible for managing City's Capital Improvement budget, plan checking of land development projects, overseeing the design and construction of all capital projects, facilitating the MS4 Permit and stormwater quality compliance requirements, and grant writing/administration. Some design projects have involved improvements to arterials/corridors and incorporation of Complete Streets elements. Coordinated the design and construction of Jurupa Community Services District \$60 million water and sewer CIP Program, comprised mostly of water and sewer pipeline (new and replacement) within the City right-of-way. Project Manager for design and construction of nearly \$750K worth of drainage improvements.

### EXPERIENCE

25 Years

### EDUCATION

BS, Civil Engineer

### REGISTRATION / LICENSE

Registered Civil Engineer, CA #64701

Qualified SWPPP Developer/Practitioner (QSD/QSP), CA #00503



## Carolina Fernandez, EIT

### *Assistant Program Manager*

Carolina brings diverse engineering, sustainability, grant application, labor compliance, and building and safety support services to public agencies. She has working knowledge of both AutoCAD and MicroStation. A member of the American Society of Civil Engineers, Carolina is bi-lingual (Spanish / English). For more than three years, Carolina has served the City of Moreno Valley in various capacities, including transportation planning and plan review for land development services.

#### EXPERIENCE

9 Years

#### EDUCATION

BS, Civil Engineer

#### REGISTRATION / LICENSE

Engineer-in-Training, CA  
#156004

#### **Throughout her career, Carolina has provided various municipalities with plan check review services for numerous infrastructure plans associated with land development, including projects for the City of Moreno Valley.**

In this capacity, she has worked directly with public works departments to review development applications, conditions of approval, mitigation measures, and provided counter support. In addition, she has supervised the land development daily activities, such as overall project requirements, conditions of approval, and mitigation measures. Carolina has coordinated with inspectors for work performed and assessed field modifications. She has also reviewed encroachment permits, approved and released bonds, reviewed survey application reviews, and coordinated with other public agencies present and future City work/projects, including cooperative agreements.

#### SELECTED PROJECT EXPERIENCE

##### ► Land Development Support, City of Palm Desert

Carolina has served as an Associate Engineer providing engineering support services including reviewing development applications, conditions of approval, mitigation measures, and counter support.

##### ► Land Development/Public Works/Engineering Support, City of Beaumont

Associate Engineer responsible for managing the development review process through Engineering. This involved performing the review of applications, coordinating with future developers, and drafting the conditions of approval for the Engineering/Public Works department. Supervised the plan check process for the Engineering Department and coordinated with the reviewers for compliance with project requirements. Supervised the land development daily activities, such as overall project requirements, conditions of approval, and mitigation measures. Coordinated with inspectors for work performed and reviewed field modifications. Reviewed encroachment permits. Approved and released bonds. Reviewed survey application reviews. Coordinated with other public agencies present and future City work/projects, including cooperative agreements. Prepared grant applications for City projects. Drafted the City's 5-year CIP with the City Engineer. Worked on obtaining different funding sources for City projects (ATP, CDBG, MRMA, etc.)

##### ► Land Development Plan Review/Transportation Planning, City of Moreno Valley

Carolina provided plan check review services of various infrastructure plans associated with land development projects for the City of Moreno Valley, working directly with their public works department for reviewing development applications, conditions of approval, mitigation measures, and counter support.

Since April 2020, Carolina has provided transportation planning/engineering services to the Transportation Engineering Division in both the entitlement and plan check process. She was onsite and provided hands-on review of planning applications, landscape plans, and civil plan checks through October 2020; and moved into an offsite support position starting January 2021.



## Michael Myers, PE

### Senior Engineer

Mike has more than 40 years of public sector engineering experience. He possesses extensive project design and construction management knowledge coupled with strong interpersonal communication skills. Agencies served include many in Los Angeles, San Bernardino and Riverside Counties including Moreno Valley. Mike has served as a Senior Project/Program Manager handling a broad range of municipal consulting services (federal grant and local agency funding, CIP project design and public contract procurement management, improvement plan and subdivision map review, assessment district formation and engineering, pavement management programs, and construction management) for 30+ years in Riverside County. Mike's experiences include a wide variety of civil project types, including road widening, including right-of-way acquisition, pavement rehabilitation (various strategies, such as slurry seal, CIR, PCC FDR and ARHM), and wet utilities (sewer, water, and storm drain) throughout Southern California.

### EXPERIENCE

40 Years

### EDUCATION

BS, Civil Engineer

### REGISTRATION / LICENSE

Registered Civil Engineer,  
CA #30702

### SELECTED PROJECT EXPERIENCE

#### ▷ On-Site Project Management Staff Augmentation, City of Moreno Valley

Consultant Project Manager responsible for full range of CIP project delivery responsibilities. These included capital project identification, scope definition and initial budget estimates for various annual and 5-year capital program projects; identification of and application for various alternate local, State and Federal funding sources; preparation of scopes of services, solicitation of proposals, and selection of consultants for project design, survey, inspection and construction management; monitoring design consultant's progress including consultants monthly invoices, review of progress submittals of improvement plans, and value engineering; processing CEQA and NEPA environmental documentation; utility coordination; plan review; and bid processing.

**Relevant projects include: Graham Street Overcrossing SR-60, Reche Vista Drive Realignment, Perris Boulevard Widening, Lasselle Street Widening, and Box Springs Mutual Water Company Master Plan.**

#### ▷ On-Site Project Management Staff Augmentation, City of Jurupa Valley

Deputy/Assistant City Engineer, City Surveyor, CIP Manager past 9 ½ years, providing a full range of professional City Engineering services for a diverse community of about 45 square miles and population of 100,000+ with over 400 miles of maintained streets. **Services include: City's Project Manager for Jurupa Road/UPRR Grade Separation Project, Coordination and participation in a diverse range of activities with Riverside County, City's Project Manager and facilitated MOU with UPRR and GO-88B with CPUC, Development, budgeting, administration, and management of City's initial capital improvement program, Design of pavement rehabilitation projects, Design oversight and construction management of drainage, water, sewer, and roadway widening and Beach Avenue Storm Drain Improvements.**

#### ▷ City Surveyor/Acting City Surveyor, Cities of Pomona, Moreno Valley, and Jurupa Valley

City Surveyor coordinating office / field surveying and mapping services. As a pre-1982 civil engineer Mike is authorized by law to review and approve subdivision maps, legal descriptions and address property boundary related issues.



## Desiree Flores, PE

### Senior Engineer

A multi-talented and bilingual licensed civil engineer, Desiree has more than eight years of comprehensive experience providing engineering support in planning development reviews, plan review for grading and building permits, Capital Improvement Program (CIP) management and design, and structural and civil design for residential and commercial projects. Her support has included preparation of conditions of approval, meeting with developers; assistance with special assessment districts; coordination with Caltrans, Federal Emergency Management Agency (FEMA), and Union Pacific Railroad (UPRR) for special permits; review of engineering technical reports and documents; review and preparation of grading, drainage, and erosion control plans including Low Impact Development (LID) to comply with National Pollutant Discharge Elimination System (NPDES) regulations; and construction drawing review and preparation of plans for the Building and Safety Department. Desiree's background in design, sound engineering practice, constant attention to detail, and effective communication and coordination with multidisciplinary stakeholders has made her a pivotal player for the municipalities she supports.

**Desiree has provided land development engineering support and has served as a liaison for various cities including the Cities of Jurupa Valley, Hemet, Pomona, Palos Verdes Estates, Claremont, and Pico Rivera.**

### SELECTED PROJECT EXPERIENCE

#### ▷ Emerald Ridge North (Residential Subdivision), City of Jurupa Valley

Desiree coordinated with stakeholders such as UPRR, conducted study sessions, reviewed technical engineering reports and civil plans, reviewed tentative tract maps, and prepared Conditions of Approval. She successfully computed fair contribution amounts for traffic mitigation measures, so that all parties involved in a project were satisfied with the outcome.

#### ▷ Appaloosa Springs (Residential Subdivision), City of Jurupa Valley

Desiree coordinated with FEMA for floodplain development, reviewed engineering technical reports and civil plans, reviewed traffic circle design and vertical alignment study and tentative financing maps. In addition, she prepared conditions of approval, and assisted with the establishment of a community facilities district.

#### ▷ Fiber Optic Master Plan, City of Pico Rivera

As part of public outreach, Desiree translated community surveys for the City's Fiber Optic Master Plan from English to Spanish, and conducted public workshops. IN addition, she assisted in the analysis of data to asses broadband needs and opportunities within the City.

#### ▷ Pedestrian Bridge for Horseshoe Lake Park, City of Jurupa Valley

Desiree worked closely with the Jurupa Area Recreation & Park District (JARPD) to coordinate for a new pedestrian bridge in an upcoming park in the City. She also provided technical plan review of the constructions drawings and construction management support during the final phase of the pedestrian bridge's construction.

### EXPERIENCE

8 Years

### EDUCATION

MS, Civil Engineering

BS, Civil Engineering

### REGISTRATION / LICENSE

Professional Engineer, CA  
#89868



## Derek Wieske, PE

### Senior Engineer

Derek has more than 30 years of land development review and civil engineering experience, including project management, planning, design, construction inspection, and construction contract administration. As a former public works official and City Engineer, Derek has gained a strong understanding of the importance of high-quality plans and specifications in processing land development projects and in the delivery of a successful capital improvement project, as well as an appreciation for the importance of the needs of each particular community.

**Derek has provided city engineering and plan check services, including serving as the City Engineer or Director of Public Works, for various communities throughout Southern California including the Cities of Hemet, Desert Hot Springs, Jurupa Valley, Upland, Victorville, Fullerton, Rancho Santa Margarita, Temecula, and Corona.**

### SELECTED PROJECT EXPERIENCE

#### ▷ Director of Public Works/City Engineer, City of Rancho Santa Margarita

Managed public works department, responsible for engineering, traffic operations, GIS, stormwater quality program, solid waste program, and maintenance of municipal services, including streets, storm drains, and traffic signals. Developed and oversaw implementation of annual capital improvement program, which typically included 15 major public works projects each year. Worked closely with Finance Department on User Fee Study to update public works fees. Updated Pavement Management Program. Wrote staff reports to City Council, and attended City Council meetings. Developed annual operating budget, and successfully reduced department expenses, and increased revenues, to deliver higher quality service with significantly reduced budget within 18 months.

#### ▷ Principal Civil Engineer (Acting City Engineer), City of Fullerton

Served as Acting Deputy Public Works Director/City Engineer, responsible for the Engineering Division, which oversaw implementation of City's Capital Improvement Program. Provide strategic direction for Division staff to better align services with the overall mission of the Department and City Council. Also oversaw General Engineering Services Division, which included Traffic Engineering, NPDES Stormwater Program, and Development Services. Drafted conditions of approval for wide variety of development projects and work with developers from entitlement phase through final construction, including residential, commercial and industrial projects. Developed first Citywide open access fiber network installation in State of California. Reviewed work of outside design consultants to ensure designs meet City's design standards. Also served as project manager on historic renovation project.

#### ▷ Director of Public Works/City Engineer, City of Los Alamitos Plan Check, City of Desert Hot Springs

Managed department of 15 staff, responsible for engineering and maintenance of municipal services, including streets, storm drains, parks, and traffic signals. Prepared annual capital improvement program, and sought out and obtained grant funding for projects with funding shortfalls. Worked with OCTA to develop various transit concepts. Worked closely with Golden State Water Company on wide variety of water improvements. Served as project manager on major capital projects. Worked with regional water agency to identify major recycled water infrastructure needs. Managed utility undergrounding project. Prepared and monitored department operating budget. Represented City on major regional transportation efforts. Regularly attended City Council meetings.

### EXPERIENCE

30+ Years

### EDUCATION

MS, Civil Engineering

Master of Business Administration

BS, Civil Engineering

### REGISTRATION / LICENSE

Registered Civil Engineer, CA #49872



## D. Section 4: Proposal Costs

Per the RFP, this information has been provided under a separate cover. Please refer to HR Green's Proposal Cost to City of Moreno Valley for Professional Services for Senior Engineer Consultant.

*The remainder of this page has been left intentionally blank.*

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING







## E. Section 5: Response Templates

## Attachment A: Required Response Template

### HR Green Pacific, Inc.

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(Bidder's Company Name)

#### Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

#### I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

**HR Green Pacific, Inc.**

**1260 Corona Pointe Court, Suite 305 | Corona, CA 92879**

**P: 855.900.4742**

**F: 713.965.0044**

**E: sloriso@hrgreen.com W: www.hrgreen.com**

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

**HR Green California, Inc. In business for 110 years.**

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

**Corporation**

- D. Names and titles of the principal owner(s).

**HR Green is an employee-owned company. Some of our corporate officers include: Richard White, President; Michelle Byard, Chief Financial officer/Treasurer; and Tim Hartnett, Vice President**

- E. Person(s) authorized to make commitments for your company.

**Tim Hartnett, Vice President, is authorized to make commitments for the company.**

- F. Company history, experience, years in business for current company name.

**Founded in 1913, and celebrating 110 years of continuous service, HR Green ranks among ENR's Top 500 Design Firms (#162 in 2022) in the United States. HR Green Pacific, Inc. was incorporated in 2017 as part of HR Green, Inc.**

- G. Annual company revenues for the last three fiscal years.

**2020 \$105,240,616**

**2021 \$101,759,868**

**2022 \$130,286,193**

**Note: The revenues above are associated with Green Companies, Inc of which HR Green Pacific, Inc. is associated.**

H. Tax ID number.

**82-1518456**

I. The complete scope of services offered by your company.

**Staff augmentation including a Senior Engineering Consultant Services to manage, oversee, evaluate, monitor, and participate in the conduct of multiple complex land development projects. In addition, HR Green provides WQMP review, civil/building plan review, staff augmentation, 5G/small cell review, staff augmentation, Building & Safety, code enforcement, design engineering, project/program management, construction management, inspection, grant funding, broadband and fiber, organizational/operational audits, asset management, GIS, and virtual city.**

J. The number of clients (including governmental) served in past and present.

**HR Green has served thousands of clients throughout the country, including more than 60 public agencies in Southern California, including currently serving the City of Moreno Valley, and neighbors in the Cities of Hemet, Jurupa Valley, Redlands, and many others throughout the County of Riverside.**

K. Special qualifications, training, credentials, recognition, or awards.

**Our suggested team consists of registered California Professional Engineers, project managers and program managers with the experience and knowledge to meet and exceed the City of Moreno Valley's needs. In addition, our team includes certified water quality professionals (QSD, QSP, CISEC, CESSWI). We are very familiar with Moreno Valley's Accela Civic Platform (ACP) with Digital Plan Room (DPR) by virtue of providing a full range of civil, transportation, and WQMP plan review services to the City since 2017. Our staff members also bring a successful 20+ year track record electronically reviewing plans, studies, and reports to create a paperless solution that accelerates reviews and approvals. This includes customizing, beta testing, and implementing Accela with**

L. Contracts terminated for cause, pending litigation or legal issues.

**None.**

## **II. Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

**Steve Loriso, PE, QSD/QSP – Program Manager**

**Carolina Fernandez, EIT – Assistant Program Manager**

**Tim Jonasson, PE – Principal-in-Charge**

B. Team to be assigned for these services.

**Michael Myers, PE – Engineer**

**Desiree Flores, PE – Engineer**

**Derek Wieske, PE – Engineer**

C. Qualifications of specific individuals who will work on the project.

**Additional information on each team member has been provided as part of C. Section 3: Professional Team Assignments.**

**Steve Loriso, PE, QSD/QSP**

Steve has more than 25 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit for various municipalities, performed review of compliance documents for private and public developments, acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

Steve has served as City Engineer/Director of Public Works for several cities throughout Southern California.

**Carolina Fernandez, EIT**

Carolina brings diverse engineering, sustainability, grant application, labor compliance, and building and safety support services to public agencies. She has working knowledge of both AutoCAD and MicroStation. A member of the American Society of Civil Engineers, Carolina is bi-lingual (Spanish / English). For more than three years, Carolina has served the City of Moreno Valley in various capacities, including transportation planning and plan review for land development services.

Throughout her career, Carolina has provided various municipalities with plan check review services for numerous infrastructure plans associated with land development, including projects for the City of Moreno Valley. In this capacity, she has worked directly with public works departments to review development applications, conditions of approval, mitigation measures, and provided counter support. In addition, she has supervised the land development daily activities, such as overall project requirements, conditions of approval, and mitigation measures. Carolina has coordinated with inspectors for work performed and assessed field modifications. She has also reviewed encroachment permits, approved and released bonds, reviewed survey application reviews, and coordinated with other public agencies present and future City work/projects, including cooperative agreements.

**Michael Myers, PE**

Mike has more than 40 years of public sector engineering experience. He possesses extensive project design and construction management knowledge coupled with strong interpersonal communication skills. Agencies served include many in Los Angeles, San Bernardino and Riverside Counties including Moreno Valley. Mike has served as a Senior Project/Program Manager handling a broad range of municipal consulting services (federal grant and local agency funding, CIP project design and public contract procurement management, improvement plan and subdivision map review, assessment district formation and engineering, pavement management programs, and construction management) for 30+ years in Riverside County. Mike's experiences include a wide variety of civil project types, including road widening, including right-of-way acquisition, pavement rehabilitation (various strategies, such as slurry seal, CIR, PCC FDR and ARHM), and wet utilities (sewer, water, and storm drain) throughout Southern California.

**Desiree Flores, PE**

A multi-talented and bilingual licensed civil engineer, Desiree has more than eight years of comprehensive experience providing engineering support in planning development reviews, plan review for grading and building permits, Capital Improvement Program (CIP) management and design, and structural and civil design for residential and commercial projects. Her support has included preparation of conditions of approval, meeting with developers; assistance with special assessment districts; coordination with Caltrans, Federal Emergency Management Agency (FEMA), and Union Pacific Railroad (UPRR) for

special permits; review of engineering technical reports and documents; review and preparation of grading, drainage, and erosion control plans including Low Impact Development (LID) to comply with National Pollutant Discharge Elimination System (NPDES) regulations; and construction drawing review and preparation of plans for the Building and Safety Department. Desiree’s background in design, sound engineering practice, constant attention to detail, and effective communication and coordination with multidisciplinary stakeholders has made her a pivotal player for the municipalities she supports.

Desiree has provided land development engineering support and has served as a liaison for various cities including the Cities of Jurupa Valley, Hemet, Pomona, Palos Verdes Estates, Claremont, and Pico Rivera.

**Derek Wieske, PE**

Derek has more than 30 years of land development review and civil engineering experience, including project management, planning, design, construction inspection, and construction contract administration. As a former public works official and City Engineer, Derek has gained a strong understanding of the importance of high-quality plans and specifications in processing land development projects and in the delivery of a successful capital improvement project, as well as an appreciation for the importance of the needs of each particular community.

Derek has provided city engineering and plan check services, including serving as the City Engineer or Director of Public Works, for various communities throughout Southern California including the Cities of Hemet, Desert Hot Springs, Jurupa Valley, Upland, Victorville, Fullerton, Rancho Santa Margarita, Temecula, and Corona.

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

The staffing availability listed below is intended to identify a full time equivalent of staff to work on City projects. Adjustments to staffing availability is possible upon discussion with City staff.

- Steve Loriso, PE, QSD/QSP – Program Manager (5%)
- Carolina Fernandez, EIT – Assistant Program Manager (10%)
- Michael Myers, PE – Senior Engineer (35%)
- Desiree Flores, PE – Senior Engineer (35%)
- Derek Wieske, PE – Senior Engineer (35%)

- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

- Steve Loriso, PE, QSD/QSP – Program Manager
- Carolina Fernandez, EIT – Assistant Program Manager
- Tim Jonasson, PE – Principal-in-Charge
- Michael Myers, PE – Senior Engineer
- Desiree Flores, PE – Senior Engineer
- Derek Wieske, PE – Senior Engineer

- F. Current number of employees: full-time and part-time employees.  
Full-Time: 650+                      Part-Time: 72

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



- G. Annual turnover rate of staff.  
**Involuntary: 2.5% Voluntary: 11.7%**
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.  
**No subconsultants will be used.**
- I. Facilities that would be utilized to perform the required work.

**All work will be completed and coordinated from our corporate headquarters in Corona. We will use a digital platform and City's system (Accela Civic Platform with Digital Plan Room) to streamline reviews/approvals and minimize rechecks. Our core staff is available to come to the City or visit the project sites, as needed.**

- J. Equipment that would be utilized to perform the required work.

**We will use a digital platform and City's system (Accela Civic Platform with Digital Plan Room) to streamline reviews/approvals and minimize rechecks.**

### III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

**HR Green has been providing onsite and remote staff augmentation including the full range of senior and staff engineers for land development management role for local agencies in southern California and within Riverside County for over 10 years. Our staff has served in the following roles – Deputy City Manager, City Engineer, City Surveyor, the full range of senior and staff engineers, in engineering technician and administrative roles, land development and public works inspectors, Capital Improvement Program and Project managers, MS4 program managers, permit technician, and numerous other roles in municipal government. Our proposed staff are professionals with strong background and experience working on behalf of municipalities in the engineering and public works departments.**

- B. Reasonableness of your fee to do the work.

**HR Green is notable for providing high quality review and timely response to all project assignments with staff properly experienced, appropriately trained, and highly qualified. The rate for proposed staff is provided in the Cost Proposal. HR Green ensures a comprehensive and proactive approach to project management and ensures that timely response and updates to stakeholders is provided.**

- C. Current resources to meet or better all task and timeline requirements herein.

**HR Green staff is comprised of various members at different stages of their professional careers, which allows us to fulfill diverse roles and provide a variety of services commensurate with the assignment. We are proposing 3 licensed civil engineers, one of whom is qualified to provide surveying and mapping services, as our key staff to provide the required services. We have support staff ready to provide additional resources to the key staff in the event a deadline, task complexity, or as task particulars require. We understand the City's requirement to obtain approval for their involvement.**

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

If needed, HR Green is able to provide someone in the role of project coordinator and engineering technician to verify completeness of document packages as they are submitted and facilitate clearer communication among the City, developer, and HR Green staff. Our technicians have years of experience working with other City departments, developers, property owners, architects, engineers, and other professionals involved in the land development project approval process.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

**HR Green can have civil plan review staff available within 24 hours of the request. For additional on-site staffing needs, HR Green is able to provide response to the City within 3 business days with a list of available staff to support the City.**

- F. How quickly can you begin providing services if awarded the contract?

**HR Green staff is committed to providing support immediately after award of the contract and requisite authorization to proceed is provided.**

- G. Details of any improvement or upgrades your firm has designed or implemented.

**HR Green's team takes a very proactive, customer-centric approach not only in its work, but in communicating with the City staff and applicants. Recognizing the need for quality public records our comments and other communications are detailed, timely and thorough. When conducting meetings or otherwise requested we can prepare the agenda, conduct the meeting, and provide meeting minutes and action items. Our staff has helped establish land development project review processes and procedures in other public agencies. We have assisted to implement Accela software in other public agencies and transition their application, permitting and review processes into a digital platform.**

#### IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

HR Green has been providing staff augmentation services including land development engineering services since our inception. Our staff are involved in projects during pre-application stage, entitlement, civil plan check, permitting, construction, and project close-outs. When deadlines are attached (i.e. project review and plan check) we have maintained a 98% success rate in meeting or beating turnaround review requirements. We are able to meet or exceed expectations by managing our company resources, assigning adequate and trained support staff, and ensuring our internal quality control component is factored into our turnaround time. HR Green has implemented Accela for other cities, is extremely proficient with the paperless processing platform, and is familiar with Moreno Valley's Accela Civic Platform and Digital Plan Room. We are proud of the long-term working relationships established with our public sector clients which is a testament to our professionalism, accuracy, responsiveness, proactive communication, customer-centric culture, and thoroughness.

B. Specific method and techniques to be employed on the project or problem.

In order to let our senior engineers focus on the tasks necessary to provide complete and thorough response to projects, HR Green utilizes our engineering technicians to intake and track project assignments through the process, monitor resource availability, and keep the project manager in-the loop of action items. Our project manager has weekly updates on tasks' budgets and coordinating with the City as we utilize the allotted budget.

#### V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

HR Green proposed staff will be available to fill the senior engineer role as soon as authorization and notice to proceed from the City is received. Our staff would provide a bi-weekly or monthly, as preferred by the City, update on major projects to the City inclusive of action items. We are also available for in-person and remote meetings with project stakeholders. Internally, HR Green utilizes CityView to manage staff utilization and availability, and VantagePoint for managing budgets. Additionally, the HR Green team includes a number of technical and administrative staff available to provide additional support to our senior engineers in order to accomplish tasks and assignments in a timely manner. If the City authorizes, HR Green is able to utilize other team members.



B. Provide required response time to the urgent service requests.

**HR Green will acknowledge request within 24 hours of receiving request in writing and will provide staff availability and response to request within 3 business days. Through our current and past work with the City of Moreno Valley, we have proven our ability to meet the deadlines for planning commission approval and City County approvals of critical development projects.**

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

**Our Program Manager and Assistant Program Manager will oversee all projects and assignments and communicate with all assigned staff members on a regular basis. As a result, they will be able to fill in to continue any assignments if the HR Green senior engineer is not available to start/continue the work to meet milestones and deadlines.**

D. Provide any other relevant information that you believe would benefit City for the requested services.

**Our proposed staff has years of municipal services staff augmentation experience in all engineering and public works positions, they are familiar with standard City procedures and working with other departments, agencies, and private sector contractors, developers and builders.**

**Submitted by:**

Company Name	<b>HR Green Pacific, Inc.</b>
Contact Name	<b>Steve Loriso, PE, QSD/QSP</b>
Title	<b>Program Manager</b>
Signature	
Email	<b>sloriso@hrgreen.com</b>
Phone	<b>Direct 951.475.3619; Mobile 909.630.2577</b>
Date	<b>April 28, 2023</b>

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING





## F. Section 6: Required Statement Forms, and Samples

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

1. HR Green agrees that this RFP shall be incorporated as a part our proposal.
2. HR Green agrees that the RFP and the our Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. HR Green's services to be provided, and fees, will be in accordance with the City's RFP except as otherwise specified in the Appendix—Additions or Exceptions to the City's Request For Proposal section.
4. Please refer to Appendix—Additions or Exceptions to the City's Request For Proposal.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. HR Green acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services.
7. HR Green acknowledges and understands that we will provide a qualified senior engineer in the event of the primary senior engineer is not able to perform the requested services.
8. HR Green will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. HR Green's hourly rate schedule—submitted under separate cover—is part of our proposal.
10. HR Green will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. HR Green agrees that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
12. HR Green agrees to allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
13. HR Green shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
14. HR Green shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
15. HR Green offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties..



RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements, which are necessary to extend coverage, which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: HR Green Pacific, Inc.  
SIGNATURE: *Timothy J. Hackett*  
PRINT NAME: Tim Hartnett  
TITLE: Vice President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

Please explain any of the checked items:

HR Green has maintained various contracts with the City of Moreno Valley over the years and we are confident that we can enter into a contract for these services. We have listed a few brief exceptions and considerations to the Agreement in the Appendix— Additions or Exceptions to the City’s Request for Proposal. These comments are related to clarifying a professional standard of care and other contractual elements. Incorporating these minor edits will facilitate insurability while providing the City protection.

Note: Taking exception to City’s requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: HR Green Pacific, Inc. DATE: April 28, 2023

BUSINESS ADDRESS: 1260 Corona Pointe Court, Suite 305, Corona, CA 92879

SIGNATURE OF REPRESENTATIVE: *Timothy J. Hartnett*

BY: Tim Hartnett TITLE: Vice President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

- Rick White - President 8710 Earhart Lane SW Cedar Rapids, IA 52404
- Jason Poppen - Secretary/Vice President 11011 Richmond Ave, Suite 200, Houston, TX 77042
- Michelle Byard - Chief Financial Officer/Treasurer 8710 Earhart Lane SW Cedar Rapids, IA 52404
- Tim Hartnett - Vice President 1260 Corona Pointe Court, Suite 305, Corona, CA 92879

(CONTINUED ON NEXT PAGE)

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



**Attachment C: Client References**

(Bidder's Company Name)

1. Client's Company Name:	City of Jurupa Valley
Client Address:	8930 Limonite Ave., Jurupa Valley, CA 92506
Contact's Name:	Rod Butler
Contact's Title:	City Manager
Contact's Telephone & FAX:	P: 951.332.6464 F: Not Applicable
Contact's Email:	rbutler@jurupavalley.org
Scope of Services/Products Provided:	Full-service consulting including public works, engineering, development review, and building services.
Project Completion Date & Value:	Ongoing since 2011   \$3.8 million/year
2. Client's Company Name:	City of Palos Verdes Estates
Client Address:	340 Palos Verdes Dr. West, Palos Verdes Estates, CA 90274
Contact's Name:	Anastasia Seims
Contact's Title:	Public Works Director
Contact's Telephone & FAX:	P: 310.750.9819 F: Not Applicable
Contact's Email:	aseims@pvestates.org
Scope of Services/Products Provided:	Full-service consulting including public works, engineering, development review, and building services.
Project Completion Date & Value:	Ongoing since 2015   \$950,000/year
3. Client's Company Name:	City of Hemet
Client Address:	445 E. Florida Ave., Hemet, CA 92543
Contact's Name:	Mark Prestwich
Contact's Title:	City Manager
Contact's Telephone & FAX:	P: 951.765.2301 F: Not Applicable
Contact's Email:	mprestwich@hemetca.gov
Scope of Services/Products Provided:	City Engineering, Civil Plan Review, WQMP, Construction Management and Construction Inspection.
Project Completion Date & Value:	Ongoing since 2019   \$650,000/year
4. Client's Company Name:	[ ]
Client Address:	[ ]
Contact's Name:	[ ]
Contact's Title:	[ ]
Contact's Telephone & FAX:	[ ]
Contact's Email:	[ ]
Scope of Services/Products Provided:	[ ]
Project Completion Date & Value:	[ ]

Duplicate this form as necessary to complete list.

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

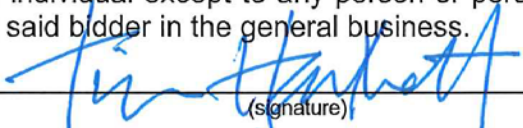
County of Riverside  
(the County of the place of business)

Tim Hartnett, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Vice President of  
(title of the person signing this form)

HR Green Pacific, Inc., the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:   
(signature)

Printed Name: Tim Hartnett  
(name of the person signing this form)

Title: Vice President  
(title of the person signing this form)

Notary is required for this bid.

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING



### ACKNOWLEDGMENT

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

State of Illinois  
County of McHenry )

On April 26, 2023 before me, Tim Hartnett, Vice President  
(insert name and title of the officer)

personally appeared Tim Hartnett,  
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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diane M Weyde (Seal)



Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING





## G. Section 7: Work Samples

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

Summary | Review Packages | Plans | Documents | Attachments | Issues | Conditions and Notes | Approved | Settings

Category	Item Name	Status	Count	Assigned To	Last Update	Updated By
TRANSPORTATION	Cactus Avenue	CLOSED	40	Monica Pangco	6/20/2022, 10:21:30 AM	Lillyanna Diaz
LAND DEVELOPMENT	Left Turn Movement	CLOSED	46	Jack Istik	8/4/2022, 12:29:53 PM	Jack Istik
LAND DEVELOPMENT	Left Turn in on Cactus Avenue	CLOSED	02	Jack Istik	8/4/2022, 12:29:29 PM	Jack Istik
PLANNING	Landscape setback	ACCEPTED	42	Julia Descoteaux	6/28/2022, 11:58:06 AM	Julia Descoteaux
TRANSPORTATION	RTA	ACCEPTED	40	Lillyanna Diaz	6/21/2022, 9:29:52 AM	Monica Pangco
TRANSPORTATION	Turning Templates	ACCEPTED	44	Lillyanna Diaz	8/4/2022, 10:44:15 AM	Monica Pangco
TRANSPORTATION	Truck Turning Template	CLOSED	45	Lillyanna Diaz	6/30/2022, 8:02:03 AM	Monica Pangco
TRANSPORTATION	Cactus Street Improvement	ACCEPTED	41	Lillyanna Diaz	6/24/2022, 11:57:22 AM	Monica Pangco
TRANSPORTATION	Cactus Median	ACCEPTED	32	Lillyanna Diaz	6/21/2022, 9:34:06 AM	Monica Pangco
TRANSPORTATION	East Approach	CLOSED	40	Lillyanna Diaz	8/10/2022, 3:42:50 PM	Monica Pangco
TRANSPORTATION	Traffic Signal Modifications	ACCEPTED	40	Lillyanna Diaz	6/21/2022, 10:02:33 AM	Monica Pangco
TRANSPORTATION	Streetslights	ACCEPTED	40	Lillyanna Diaz	8/4/2022, 10:45:14 AM	Monica Pangco
TRANSPORTATION	Commercial Driveway	ACCEPTED	40	Lillyanna Diaz	6/29/2022, 11:34:24 AM	Monica Pangco
TRANSPORTATION	Cactus Signing and Striping	CLOSED	40	Lillyanna Diaz	6/30/2022, 7:58:32 AM	Monica Pangco
TRANSPORTATION	Cactus Street Improvements	ACCEPTED	40	Lillyanna Diaz	8/10/2022, 3:34:10 PM	Monica Pangco
TRANSPORTATION	Cactus Street Improvements	CLOSED	39	Lillyanna Diaz	6/24/2022, 11:50:09 AM	Monica Pangco
TRANSPORTATION	Transition Taper	ACCEPTED	40	Lillyanna Diaz	6/21/2022, 9:25:36 AM	Monica Pangco
TRANSPORTATION	Driveway Centerlines	ACCEPTED	40	Lillyanna Diaz	8/8/2022, 3:30:07 PM	Monica Pangco

Exhibit showing comments within the DPR.

Client: City of Moreno Valley - Transportation Engineering

Description: HR Green staff adapts to our client's processes and software. For the City of Moreno Valley, our staff works with the Transportation Department in the review and processing of Planning and Land Development applications utilizing the Digital Plan Room (DPR), updating the Workflow, and Conditions of Approval within the City's Accela platform.

Attachment: Consultant Agreement - HR Green Pacific (6295) : AUTHORIZATION TO AWARD



Professional Services for Senior Engineer Consultant

City of Moreno Valley

46 V1 PEN [REDACTED]

**ISSUE**

< All issues

**Intersection**

**TRANSPORTATION**

Created by: Monica Pangco on 6/30/2022, 1:26:56 PM

**Reference:**

**Description:**  
 Intersection shall be striped with continental crosswalks per attached document "MVL-Continental X-Walk".

\* Requires modifications to be submitted

**ACCEPTED**

Thank you. See attached document "MVL-Continental X-walk". Uploaded 8/10/2022. Revise Plans.

**Applicants Responses:**

Final layout will be a part of the construction documents prepared for public work plan check review and approvals.

**Lillyanna Diaz** 3/23/2023, 10:28:06 AM  
 Changed issue to **ACCEPTED** status.

[REDACTED] 3/21/2023, 11:59:41 AM  
 Changed issue to **IN REVIEW** status.

Site plan details include: HOSPITAL ROAD, NASON STREET, CACTUS AVENUE, LYNN LEE LANE, PAD A FOOD FF=1553.00, 2-STORY COMM OFFICE #1 FF=1584.75, 4-STORY COMM OFFICE #3 FF=1547.00, and various utility lines and easements.

Exhibit showing comments and direction to applicant within the DPR.



Professional Services for Senior Engineer Consultant

City of Moreno Valley

Transportation - 21 Pending

TRN-PLAN-COA Building Permit

Construction traffic control plans required

Prior to issuance of an encroachment permit for work within the public right-of-way, construction traffic control plans prepared by a qualified, registered Civil or Traffic Engineer shall be required for plan approval by the City Engineer.

Pending || 01/12/2023

Actions

Special COA 1(BP)

Prior to issuance of a building permit, a project-specific infrastructure plan identifying the necessary public infrastructure to support and provide access to project site shall be submitted for review and approval by the City Engineer. At the discretion of the City Engineer, additional studies may be required to determine if intersections and/or roadway segments can operate at an acceptable level of service under interim conditions.

Pending || 03/02/2023

Actions

Special COA 2(BP)

Prior to the issuance of a building permit for the development of the 15.8 MSF within the World Logistics Center Specific Plan area, a supplemental level of service study shall be submitted for the Redland Boulevard and Eucalyptus Avenue intersection. The report shall be submitted for approval and include the timing of the ultimate improvements, as identified in traffic study. Ultimate intersection improvements include the addition of a second circulating lane for the southbound, eastbound, and northbound directions, a second entering lane for the for the eastbound and northbound approaches, and a second departure lane in the southbound and northbound directions. Redlands Boulevard between Bay Avenue and Eucalyptus Avenue shall be improved as a Modified 4-Lane Divided Arterial per City Modified Standard Plan No. MVS1-103A-1, as approved in the World Logistics Center Roadway and Trails Masterplan (LCO22-0066) and communication conduit shall be installed per City Standard Plan No. MVS1-186-0 in conjunction with the ultimate intersection improvements. The applicant shall enter into a reimbursement agreement with the City, as required by the City Engineer. Failure to enter into an agreement with the City may result in no reimbursements.

Pending || 01/24/2023

Actions

Special COA 3(BP)

Prior to the issuance of a building permit for the development of the 20.3 MSF within the World Logistics Center Specific Plan area, a supplemental level of service study shall be prepared for the Moreno Beach Drive and Ironwood Avenue intersection. The report shall be submitted for approval and include the timing of the ultimate improvements, as identified in the traffic study. Ultimate improvements include the addition of a northbound right-turn lane. The applicant shall enter into a reimbursement agreement with the City or as required by the City Engineer. Failure to enter into an agreement with the City may result in no reimbursements.

Pending || 03/02/2023

Actions

Special COA 4(BP)

Prior to issuance of a building permit, construction plans for all, if any, public improvements specified in these conditions of approval shall be submitted in accordance with conditions of approval herein, all approved traffic studies, and subsequent studies.

Pending || 03/02/2023

Actions

TRN-PLAN-COA General

COA modified if Phased development

Conditions of approval may be modified if project is phased or altered from any approved plans.

Pending || 01/12/2023

Actions

Driveway 112A D-0

Project driveways shall be constructed per City Standard Plan No. MVS1-112C-0. Appropriate signage shall be installed to restrict truck access to project driveway on Street E.

Pending || 01/12/2023

Actions

Gate - Industrial

Any gated entrance shall be provided with the following:

- A storage lane with sufficient queuing length for entering commercial trucks,

Actions

https://moval-prod-av.accela.com/portlets/web/en-us/#/core/spacev360/moval.pen220111

Exhibit showing project conditions of approval report from Accela.



- Signing and striping. All of these features must be kept in working order.

Pending || 01/12/2023

Special Condition 1

Eucalyptus Avenue along project frontage is classified and shall be improved as a Modified 4-Lane Divided Arterial (110' RW/86' CC) per City Modified Standard Plan No. MVS1-103A-1, as approved in the World Logistics Center Roadway and Trails Masterplan (LCO22-0066). Any improvements undertaken with this project shall be consistent with City Standard, approved World Logistics Center Roadway and Trails Masterplan, and approved street improvement plans (LCO22-0088). Existing raised median shall be reconstructed to accommodate westbound left turns into the project site. A Class II bike lane shall be provided along the project frontage.

Pending || 03/02/2023

Actions

Special Condition 2

Street E (Private Street) along project frontage shall be improved consistent with the approved World Logistics Center Roadway and Trails Masterplan (LCO22-0066). Any improvements undertaken with this project shall be consistent with City Standard, approved World Logistics Center Roadway and Trails Masterplan, and approved street improvement plans (LCO22-0088).

Pending || 03/02/2023

Actions

Special Condition 3

Redlands Boulevard is classified as a Modified 4-Lane Divided Arterial per City Modified Standard Plan No. MVS1-103A-1, as approved in the World Logistics Center Roadway and Trails Masterplan (LCO22-0066). Any improvements undertaken with this project shall be consistent with City Standard and approved World Logistics Center Roadway and Trails Masterplan. Prior to the issuance of a certificate of occupancy the applicant shall enter into an agreement with the City for the construction costs of the ultimate improvements on Redlands Boulevard, including communication conduit, along project frontage.

Pending || 03/02/2023

Actions

Special Condition 4

The existing roundabout at the intersection of Eucalyptus Avenue and Street E (Private Street) shall be improved as a four-legged roundabout per the approved plans (LCO22-0088) and to the satisfaction of the City Engineer. Appropriate signage and a designated northbound right-turn lane shall be installed to restrict northbound truck traffic to right turns only.

Pending || 03/02/2023

Actions

TRN-PLAN-COA Occupancy

Build Final street improvements installed

Prior to the issuance of a certificate of occupancy improvements identified in the project-specific infrastructure plan shall be constructed to the satisfaction of the City Engineer.

Pending || 01/12/2023

Actions

Special COA 1(CO)

Prior to issuance of a certificate of occupancy, the applicant shall make fair share contributions to the City of Moreno Valley and neighboring agencies for the impacted road segments and intersection as identified in Building 1 Fair Share Analysis memo prepared by Stantec and dated January 12, 2023. If no fair share program exists or if the existing programs are not consistent with Mitigation Measure 4.15.7.4F, then no payment of fees shall be required.

Pending || 01/12/2023

Actions

Special COA 2(CO)

This intersection of Oliver and Alessandro is on the City's list of programmed traffic signals. In the event that the intersection is unsignalized prior to the development of the 5 MSF within the World Logistic Specific Plan area, the applicant shall complete the improvements identified in the EIR traffic study prior to issuance of a certificate of occupancy. Improvements are inclusive of the two-way-left-turn lane and related intersection modifications. The applicant shall enter into a reimbursement agreement with the City, as required by the City Engineer. Failure to enter into an agreement with the City may result in no reimbursements.

Pending || 01/12/2023

Actions

Special COA 3(CO)

Prior to issuance of a certificate of occupancy, all public improvements specified in these conditions of approval, approved traffic studies, and subsequent studies, if any, shall be completed per the approved plans and to the satisfaction of the City Engineer.

Pending || 03/02/2023

Actions

Special COA 3(CO)

Prior to issuance of a certificate of occupancy for the development of 22,946 MSF, the improvements identified under Phase 1 in the EIR traffic study (Figure 15 and Section 4 – Proposed Road Network) shall be completed.

Pending || 03/02/2023

Actions

Special COA 4(CO)

Prior to issuance of a certificate of occupancy for the development of 40.6 MSF or last building within the World Logistic Specific Plan area, whichever is first, the improvements identified under Phase 2 in the EIR traffic study (Figure 15 and Section 4 – Proposed Road Network) shall be completed.

Pending || 03/02/2023

Actions

Special COA 4(CO)

Prior to issuance of certificate of occupancy, all applicable mitigation measures shall be satisfied. (MMRP 4.15.7.4(A, C-F))

Pending || 03/02/2023

Actions

Special COA 5(CO)

Prior to issuance of a certificate of occupancy, all signing and striping along project frontage shall be installed per City Standards -Section 4 and approved plans to the satisfaction of the City Engineer.

Pending || 03/02/2023

Actions

Special COA 5(CO)

In the event a bus turnout is required by the City of Moreno Valley and Riverside Transit Agency (RTA) along project frontage, a bus turnout shall be designed and constructed per City Standard Plan No. MVS1-161-0 and RTA's design requirements.

Pending || 03/02/2023

Actions



Client: City of Jurupa Valley - Public Works/Engineering

Description: HR Green staff has been servicing the City of Jurupa Valley for 10+ years, providing various engineering and public works support services. We spearheaded and aid the City in the implementation of Accela software. As one of our main assignments, we utilized in depth knowledge of our client practices, policies, standards, and processing in order to create workflows that facilitate inter-departmental collaboration and efficient project reviews.

File Name	Virtual Folders	Document Status	Actions	Category	Description	Size	Department	Type	Modified Date	Modified By	Display Image	Uploaded On	Uploaded By	Document Status Da
Building Comments		Uploaded	Actions	Internal Reviews and Memos	Building Comments	22.48 KB	Building...	applicati...	06/24/2022	Jose L Ibarra	N	06/24/2022	Jose L Ib...	06/24/2022
ENG_3RD_COR		Uploaded	Actions	Corrections		641.82 KB	Engineeri...	applicati...	04/19/2023	TIME	N	04/19/2023	TIME	04/19/2023
FTA/MT Review and Recomm...		Uploaded	Actions	Reports and Studies	Staff report wi...	179.41 KB	Engineeri...	applicati...	03/09/2023	Rob Olson	N	03/09/2023	Rob Olson	03/09/2023
Signed FTA Scoping Agreement		Uploaded	Actions	Reports and Studies	Signed agreement	2.3 MB	Engineeri...	applicati...	03/07/2023	Rob Olson	N	03/07/2023	Rob Olson	03/07/2023
Trip Generation Recommend...		Uploaded	Actions	Reports and Studies	Staff review of	28.54 KB	Engineeri...	applicati...	02/13/2023	Rob Olson	N	02/13/2023	Rob Olson	02/13/2023
Trip Generation Survey - UC		Uploaded	Actions	Reports and Studies	Applicant's tri...	860.18 KB	Engineeri...	applicati...	02/13/2023	Rob Olson	N	02/13/2023	Rob Olson	02/13/2023
ENS_2ND_COR		Uploaded	Actions	Corrections		518.75 KB	Engineeri...	applicati...	12/28/2022	TIME	N	12/28/2022	TIME	12/28/2022
MA22123_1stSubENG		Uploaded	Actions	Comment Letters		264.45 KB	Engineeri...	applicati...	07/08/2022	TIME	N	07/08/2022	TIME	07/08/2022
4-4-23 RIVCO FLOOD CONTROL		Uploaded	Actions	Comment Letters	RIVCO FLOOD CON...	375.22 KB	JURUPA/hu...	applicati...	04/06/2023	Planning Tracking	N	04/04/2023	Planning ...	04/04/2023
3RD SUB LANDSCAPE PLANS C...		Uploaded	Actions	Comment Letters	3RD SUB LANDSCA...	188.27 KB	Planning ...	applicati...	04/20/2023	Planning Tracking	N	04/20/2023	Planning ...	04/20/2023
3RD SUB JCSD COMMENTS		Uploaded	Actions	Comment Letters	3RD SUB JCSD CO...	618.15 KB	Planning ...	applicati...	04/20/2023	Planning Tracking	N	04/20/2023	Planning ...	04/20/2023
3rd SUB JCSD CITY LETTER		Uploaded	Actions	Comment Letters		174.62 KB	Planning ...	applicati...	04/20/2023	Planning Tracking	N	04/20/2023	Planning ...	04/20/2023

Exhibit showing client platform (Accela - Documents) for project review and communication.



Professional Services for Senior Engineer Consultant

City of Moreno Valley

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD

**Description:** HR Green has a proactive approach to project review and believes that communication with stakeholders is key in the efficient processing of development projects. We provide projects and assignments updates to our clients and keep record of projects' milestones. We set up meetings with client and stakeholders as needed to keep projects moving forward smoothly.

Record #	Application Name	Review #	Due Date	Status	Reviewer	Assigned	COA / Notes
PEN	Mitigation Monitoring Program - Kaiser Permanente Moreno Valley Medical Center Campus Master Plan	MMRP	4/28/2023		Lilly	11/29/2022	One MM is outstanding
PEN	Plot Plan (NN) - Truck Yard (City of Perris)	2nd	4/20/2023	Closed out 4/21	Lilly	4/7/2023	No COA.
PPA	Pre-Application Review for Moreno Beach Homes	1st	4/24/2023	Closed out 4/21	Lilly	4/7/2023	
LCC	TR38123 - D.R. Horton (NEC Alessandro & Lasselle) // Signal Mod	4+	4/20/2023	Closed out 4/18	Lilly	4/12/2023	
LMI	PM38395 Patriot Partners (SWC Alessandro & Heacock)	1st	4/20/2023	Closed out 4/18	Lilly	4/13/2023	
PEN	Ecogen Recycling Center	1st	4/27/2023	Closed out 4/21	Lilly	4/11/2023	No COA.
PEN	WLC Development Agreement Annual Review	1st	4/21/2023	Closed out 4/21	Lilly	4/17/2023	
LGR	Chase MV Business Center 3 // PG	1st	4/25/2023	Closed out 4/21	Lilly	4/18/2023	
LGR	TR38236 DR Horton - SWC Alessandro & Oliver // PG	1st	4/25/2023	Closed out 4/21	Lilly	4/18/2023	
LGR	TR38236 DR Horton - Stella Pointe, Phases 3-19 / Bella Sera Phases 3-6 - SWC Alessandro & Oliver // PG	1st	4/25/2023	Closed out 4/21	Lilly	4/19/2023	
PEN	Chase Moreno Valley Business Center 4 - Plot Plan with Hearing	4+	4/25/2023	Closed out 4/21	Lilly	4/19/2023	
PEN	Taro LLC	1st	4/25/2023	Closed out 4/21	Lilly	4/18/2023	
PEN	T&M - Highland Fairview - San Jacinto Wildlife Area (SJWA) Concept Plan	2nd	5/1/2023	Closed out 4/21	Lilly	4/20/2023	
PEN	Extension of time for Frontier Homes - Brodiaea Tract 37544	1st	5/2/2023	Closed out 4/21	Lilly	4/14/2023	
PEN	Taro LLC	1st	5/5/2023	Closed out 4/21	Lilly	4/20/2023	
LST	Oliver and Iris Traffic Study	1st	4/28/2023		Lilly	4/21/2023	Request to create LST record is emailed.

Exhibit showing weekly project review status for client.

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD



**From:** Carolina Fernandez  
**Sent:** Thursday, July 7, 2022 2:08 PM  
**To:** Octavio Duran  
**Cc:** Yash Patel; Connor, Mike <mconnor@hrgreen.com>  
**Subject:** RE: 6.21.2022 Weekly Meeting Items

Good Afternoon,  
 Below summary of our meeting today.

**Discussion Items:**

1. Sierra Ridge – decel lane submittal  
 \* City to provide final determination – applicant’s proposal may not be acceptable [Octavio to provide direction].
2. MA21216 Clay LLA, ready for signature from tech side. Is it compliant with Code?  
 \*Carolina to follow up with Mike re: e-mail with findings/recommendations.
3. MA21315 & MA21316 Carterpillar Ct LLAs  
 \*Carolina verify that Engineering sent comments with language for easement to land locked parcel, per reviewer mtg 7/1
4. MA21313 – Paradise Knolls PA5  
 \*City/staff meeting with applicant 6/30 to discuss comments and concerns.
5. MA22051 – Paradise Knolls PA2  
 \*Phasing – what is applicant responsible for constructing? Look at MA14115, City staff to research SP and conditions and provide direction.
6. MA22075 Limonite & Pacific  
 \*Octavio to provide direction to applicant.
7. Clay Street subdivision – several emails.  
 \*Applicant provided consolidated list of pending responses (8 items). Carolina to provide recommendations to Octavio.
8. JCFA for ER North (transportation fee).  
 \*City to setup meeting. Carolina available Tuesday and/or Thursday afternoon. Tuesday 8-9, Thursday 12-4, and Friday 8-12pm.
9. MA21180 (Burrtec) COA Requested by Planning  
 \*Carolina to work on COA for onsite. Octavio to provide conditions/recommendations from TIA.
10. **Annual Assessments** – Submittal to ACO [July 1<sup>st</sup> – August 20<sup>th</sup>; corrections by August 20<sup>th</sup>]
  - Need from City: Executed compliance letter, Executed cover letter, Authorized Personnel signatures per our mtg: Carolina (HRG), Vicki (City Clerk), Finance Director (Connie), City Engineer (Paul)
  - HRG to send City forms to be signed by 7/14/2022.
  - HRG will mail package to ACO in behalf of the City.
  - HRG will email required electronic files to ACO and cc: City staff for record keeping.

Exhibit showing weekly project review status for client.

11. Special Tax applications and tentative dates for processing:

Record	Development Name	Assessment scope	Reports to City	CC Mtg. (1 <sup>st</sup> )	CC Mtg ( 2 <sup>nd</sup> )	Comments
CFD No. 2021-001	Golden West	O & M	7/14/2022	8/4/2022	9/15/2022	*Prioritize
Zone GG	Hacienda – Sequanota Partners	O & M	7/14/2022	8/4/2022	10/6/2022	*Prioritize
CFD No. 2022-002	Highpointe (ER- North)	O & M	TBD	TBD	TBD	Need plans. Need further information from City re:scope
CFD No. 2022-001	Appaloosa Springs	O & M	TBD	TBD	TBD	Need plans.
CFD No. PS 2022-003	Hacienda – Sequanota Partners	PS	7/14/2022	8/4/2022	10/2022	*Prioritize Keep base assessment per previous RMAs.
CFD No. PS 2022-004	Highpointe (ER- North)	PS	7/14/2022	8/18/2022	10/6/2022	Keep base assessment per previous RMAs.
CFD No. PS 2022-002	Appaloosa Springs	PS	7/14/2022	8/18/2022	10/6/2022	Keep base assessment per previous RMAs.

**Council Items:**

**Staff reports for July 21, 2022 Council meeting (Reports due July 7):**

1. Zone W PH (Hudson subdivision) Need update from applicant for status of ballots.
2. Zone FF PH (Montecito) Need update from applicant for status of ballots.
3. FINAL MAP – MONTECITO Mike Connor to email
4. FINAL MAP – FPM 37842 (ASH)  
Update for 8/4
5. DED21-010 – Hall Industrial dedications (Tentative) – HRG to send CC report to City

**Staff reports for August 4, 2022 Council meeting (Reports due July 21):**

1. FINAL MAP –FPM 37842 (ASH)  
Update for 8/4 – CC report done for 7/21
2. FINAL MAP – HUDSON
3. CFD No. 2021-001 ROI
4. Zone GG ROI [Sequanota]
5. CFD No. PS 2022-003 [Sequanota]

**Staff reports for August 18, 2022 Council meeting (Reports due August 4):**

1. FINAL MAP – HUDSON
2. CFD No. 2021-001 ROI
3. Zone GG [Sequanota]
4. CFD No. PS 2022-003 [Sequanota] ROI
5. CFD No. PS 2022-004 [Highpointe] ROI
6. CFD No. PS 2022-002 [Appaloosa Springs]
7. FINAL MAP (MP19-003) – 36827 (OPAL/Ridgewood) – NOT CONFIRMED



Description: As part of our proactive approach initiative, the HR Green team provides a comprehensive project review and recognizes the larger engineering issues that need to be prioritize in order to not disrupt the project review. We coordinate with other departments and agencies (such as Riverside County Flood Control and Water Conservation District and Caltrans) in order to get an understanding of other agencies' requirements and begin the condition of approval and or mitigation of issues as soon as possible.

Engineering Comments/Corrections  
 [REDACTED] Quick Quack Carwash W Florida Ave  
 Page 2 of 5



## City of Hemet

Planning Commission (PC)  
Comments/Conditions

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CITY OF HEMET      445 EAST FLORIDA AVENUE, HEMET, CALIFORNIA 92543      (951) 765-2375

DATE: October 24, 2022  
 PC DATE: TBD  
 TO: Mina Morgan  
 FROM: Mike Myers, PE; Engineering Consultant to Hemet  
 CONTACT INFO: 909-844-4846 [mmyers@hrgreen.com](mailto:mmyers@hrgreen.com)  
 SUBJECT: [REDACTED] Quick Quack Carwash – North side W Florida Avenue, approximately 400 feet east of Cawston Avenue

**The following comments and recommended Conditions of Approval may require additional discussion to determine the best and most efficient process. Additional comments may be included as staff collects additional information through these processes prior to scheduling for Planning Commission consideration.**

Application: By Joseph Cross, Cross Engineering Services (Lexington, SC) for a Site Development Review (SDR) to construct a new 3,596 sf carwash on a 1.59-acre vacant property located north side of W Florida Avenue approximately 400 feet east of the Cawston Avenue intersection.  
 APN: 448-250-005; Parcel 8, PM 10756; PMB 60/8-9

**GENERAL/INFORMATIONAL**

INFORMATION: The property as of 6/1/22 is owned by Hemet Quack 22 LLC, a Wyoming limited liability company as shown per grant deed Doc # 2022-0250439 recorded 6/1/22 in the County Recorder's Office.

INFORMATION: Site plan provides for a portion of the site to remain vacant and undeveloped. Potential use identified by applicant includes a future restaurant.

INFORMATION: This site is immediately adjacent to the west of a site (Parcel 9, PM 10756, PMB 60/8-9) that has applied to construct a Holiday Inn Express hotel. To the extent that that project is approved or under construction the City will require that the work of this project cooperate and coordinate with that project.

INFORMATION: The potential impacts of a recorded drainage easement granted to others over a portion of the project site (Parcel 8, PMB 60/8-9) do not appear to be appropriately addressed on the submitted Site Plan. Document #2011-0350369, recorded 8/10/2011, provides for use by others of the the northerly 50 feet of site for drainage purposes.

INFORMATION: All required Engineering plans and studies shall be prepared by a California licensed Civil Engineer and be submitted to the City Engineer for review and approval. Electrical Plans shall be prepared by California licensed Electrical Engineer and be submitted to the City Engineer for review and approval. Landscape and irrigation plans shall be prepared by California licensed Landscape Architect Engineer and be submitted to the City Engineer for review and approval.

INFORMATION: All Engineering documents, plans, reports, etc. shall be prepared and submitted in PDF and the file formats of MS Word, Excel, and the City compatible CAD (AutoCAD) system, along with original Mylar plans. After all approvals, Owner/Applicant shall provide a PDF of all approved improvement plans showing City Engineer's approval signature, Private Engineer's approval and any other required consultant and agency approvals.

INFORMATION: Eastern Municipal Water District (EMWD) is service provider for sanitary sewer and domestic water services for this site.

INFORMATION: Work in Florida Avenue right-of-way, including grading, will require an Encroachment Permit from Caltrans and the City Engineering Department.

INFORMATION: Any work on adjacent private property will require written permission from that property owner be provided to the City.

INFORMATION: Owner/Applicant shall pay all applicable developer impact fees, including but not limited to Transportation Urban Mitigation Fee (TUMF) and Developer Impact Fee (DIF), at the currently adopted rate in a timely manner but no later than the time specified in the respective fee programs.

INFORMATION: Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act). A Record of Survey or Corner Records shall be filed with the County Surveyor as required by applicable law.

**ENGINEERING CONDITIONS**

1. PRIOR TO GRADING PERMIT or BUILDING PERMIT ISSUANCE: Easement(s) of record not shown on the plans shall be relinquished or relocated or easement holder shall provide written permission of its approval that the development does not interfere with its rights. Any portion of the site affected by easements of record, which cannot be relinquished or relocated, or written permission obtained from easement holder, may require that the site plan be redesigned and resubmitted for City review and re-approval.
2. PRIOR TO GRADING PERMIT ISSUANCE: Owner/Applicant shall submit plans prepared by a licensed Civil Engineer for the construction of Parkway Improvements along West Florida Avenue for approval of the City Engineer. Improvements shall include, but not be limited to, meandering sidewalk, streetlights, trails, and landscaping throughout the property's frontage and connect to the adjacent existing improvements at the west per plans approved by the City Engineer and Caltrans. To the extent that adjacent project easterly has constructed improvements this project shall join those improvements. Owner shall dedicate any additional right-of-way that may be required to install the improvements. All driveway approaches shall be per the City Standard Specifications for Public Works Construction, Section IV.2 Streets, driveways and standard C-210A. All parkway grades shall slope down at 2% from right-of-way line to top of curb.

Exhibit showing (partial) comprehensive response to first project review.



Professional Services for Senior Engineer Consultant

City of Moreno Valley

Attachment: Consultant Agreement - HR Green Pacific (6295) : AUTHORIZATION TO AWARD



**From:** Mike Myers <mmyers@jurupavalley.org>  
**Sent:** Monday, August 1, 2022 3:02 PM  
**To:** [REDACTED]@RIVCO.ORG; [REDACTED]@RIVCO.ORG  
**Cc:** Steve Loriso <sloriso@jurupavalley.org>; Carolina Fernandez <cfernandez@jurupavalley.org>  
**Subject:** Jurupa Valley Dedication/Offer Dedication 59th St at Hudson

**CAUTION:** This email originated externally from the Riverside County email system. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

[REDACTED] for your help on the Rio Rd inquiry. Now another R/W matter. At the SWC of Hudson St and 59<sup>th</sup> St is APN 165-100-003, 5919 Hudson St (disregard label on attachments which states 5914 which is across from my interest). Assessor's record shows house was built in 1961. From my examination of a series of Goggle Earth images over time it appears that property owner disregarded the n'ly 30' feet of this property until 2019. See attached "5914 Hudson St - 2018 Google Maps.pdf" and then "5914 Hudson St - 2019" Google Maps". In these images the barren dirt extending from the drive approach in the lower right is on School District property (APN 165-100-030). A considerable time ago the owner (-003) established a block wall at 30' S of property line leaving this area detached from his use for decades. Only in 2019 did he enclose he area with chain link fence and plant a garden right up to the school district property. This appears suspiciously to me as if it may have been an area dedicated as an extension of 59<sup>th</sup> St to connect with Hudson. However, it does not appear so on the Assessor's map "5914 Hudson 2020 Overhead Map My County.pdf" (2020 aerial imagery). The City has an interest in extending 59<sup>th</sup> St to connect with a dedication exacted from a 28 lot subdivision (Tract 37052) immediately west of APN 165-100-003 over APN 165-100-027. Does the County have any information of an offer or irrevocable offer of dedication and perhaps an acceptance that Assessor may not have picked up? Any other history County might have regarding this property would also be appreciated as we move forward. Any questions please call. .... thanks, Mike, cell 909-844-4846

Mike Myers, PE  
 City of Jurupa Valley

Exhibit (partial correspondence) showing coordination with Riverside County in behalf of City of Jurupa Valley.

**From:** Mike Myers <mmyers@jurupavalley.org>  
**Sent:** Wednesday, August 10, 2022 3:25 PM  
**To:** [REDACTED]@Lennar.com; Octavio Duran <oduran@jurupavalley.org>  
**Cc:** Carolina Fernandez <cfernandez@jurupavalley.org>; Joel Jimenez <jjimenez@jurupavalley.org>; Alan DeWitt <adewitt@jurupavalley.org>  
**Subject:** RE: [REDACTED] Improvement Bond Reduction

[REDACTED]  
 My recollection is that a lot line adjustment is required between the lots Lennar created on the map and the neighbors. See attached. This is more than getting signatures and recording documents. This involves the City. Please contact the Planning Department for a briefing on the necessary procedure to be followed. Or if you have an alternate procedure please advise.

The LLA process for this development was first required to be accomplished before the final map was approved. Through good faith discussion between Lennar and Planning Director it was agreed that the map could move forward to approval and recordation and Lennar would proceed expeditiously to effect LLAs. If a LLA is not accomplished with your neighbors, which requires their agreement and which Lennar at the time assured the City had been previously obtained, then it may be that it is necessary to effect LLAs with your new owners and as necessary relocate the tract boundary wall..

Let us know exactly where this stands. .... Thanks, mike.....

**From:** [REDACTED]@Lennar.com  
**Sent:** Tuesday, August 9, 2022 5:17 PM  
**To:** Mike Myers <mmyers@jurupavalley.org>; Octavio Duran <oduran@jurupavalley.org>  
**Cc:** Carolina Fernandez <cfernandez@jurupavalley.org>; Joel Jimenez <jjimenez@jurupavalley.org>; Alan DeWitt <adewitt@jurupavalley.org>  
**Subject:** RE: Shadow Rock - Improvement Bond Reduction

Hi Mike: The good news is, we sold those homes adjacent to the lots that needed to be decided. The better news is, we had created letter lots to dedicate to the neighboring homes and are working with them on getting them signed and recorded.

[REDACTED]  
 Project Manager  
 Lennar Homes - Inland Division

Exhibit showing coordination for bond releases with project stakeholders in behalf of City of Jurupa Valley.



Professional Services for Senior Engineer Consultant

City of Moreno Valley



## Appendix—Additions or Exceptions to the City’s Request for Proposal

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

The sample contract provided contains language that should be modified or clarified to be more specific to the services being delivered. Based on our review, we believe revisions will provide greater clarity as to contractual obligations as well as compliance with state law requirements, which will benefit both parties. If selected, HR Green would like the opportunity to work with the City to develop the proposed agreement and address very specific issues. We would be prepared to discuss these matters immediately upon selection to assure that no time is lost and that the proposed work can be carried out in a timely manner.

As HR Green is currently under contract with the City, we are prepared to discuss these matters immediately upon selection and foresee a timely outcome.

For example:

Add the following sentence after Item 12 to clarify the professional standard of care. "The Consultant agrees to perform services with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality."

Section 20(c)(iii) to be removed from the agreement as it has been removed from all previous agreements with Moreno Valley.

Special Provisions Exhibit, we would like to modify the Hold Harmless and Indemnification language as follows:

**Hold Harmless and Indemnification:** The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all ~~claims of any kind or nature presented against City arising out of~~ <sup>liabilities, damages, and costs to the extent caused by the</sup> vendor's (including vendor's employees, representatives, and subcontractors) ~~performance~~ <sup>negligent</sup> under this agreement, ~~excepting only such claims, costs or liability which may arise out of the~~ <sup>sole</sup> negligence or willful misconduct of City.





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CONSTRUCTION



# Professional Services for Senior Engineer Consultant

PROPOSAL COSTS FOR  
City of Moreno Valley

REVISED JUNE 7, 2023



## Steve Loriso, PE, QSD/QSP

1260 Corona Pointe Court, Suite 305  
Corona, CA 92879-5013

Direct 951.475.3619 + Mobile 909.630.2577

[sloriso@hrgreen.com](mailto:sloriso@hrgreen.com)

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTEREST CONSULTING

**Exhibit B: Pricing**

**(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

1	Program Manager Steve Loriso, PE, QSD/QSP	\$240
2	Assistant Program Manager, Carolina Fernandez, EIT	\$210
3	Senior Engineer Michael Myers, PE Desiree Flores, PE Derek Wieske, PE	\$200
4	Associate Engineer	\$150
5	Assistant Engineer	\$130
6	Management Analyst	\$125
7	Administrative Assistant	\$80

**Notes:**

- Other classifications are available based upon the needs of the agency.
- All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

**Prevailing Wage:** Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above in compliance with California law. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II “Construction Inspector and Field Soils and Materials Tester” will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1.5 times that shown above. Sunday and State Holidays will be billed at 2.0 times that shown above.

The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (\*\*) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

**Continued on Next Page**

It is not anticipated or expected that the City will require the services or tasks identified below:.

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.).

Travel on behalf of the City by HR Green staff will not be necessary.

Our hourly fees/rates shall remain effective through June 30, 2024 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.

*The remainder of this page left intentionally blank.*



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**EXHIBIT C****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **TBD**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at [zarat@moval.org](mailto:zarat@moval.org). Calls should be directed to (951) 413-3139.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT D

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

Attachment: Consultant Agreement - HR Green Pacific (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

DRAFT

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Ladayu Consulting Group**, a sole ownership, hereinafter described as "Consultant." This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date").

**RECITALS**

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

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

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

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

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

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

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

### DESCRIPTION OF PROJECT

1. The Project is described as [Senior Engineer Consultant Services](#).

### SCOPE OF SERVICES

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

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

### PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of [TBD](#) in accordance with the payment terms provided in Exhibit D attached hereto and incorporated herein by this reference.

### TIME FOR PERFORMANCE

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through [June 30, 2024](#), subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES**

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

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

**SPECIAL PROVISIONS**

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

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation,

**AGREEMENT FOR PROFESSIONAL  
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ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

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

This section shall survive termination or expiration of this Agreement.

### 15. Insurance.

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

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

18. (a) The Consultant shall deliver to the [Principal Engineer or his designated representative](#), red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

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

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

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under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential,

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either



## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

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

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

**AGREEMENT FOR PROFESSIONAL  
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to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

29. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for

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enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

30. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent Consultant of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

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

32. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in

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responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

**SIGNATURE PAGE FOLLOWS**

DRAFT

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

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

City of Moreno Valley

**Ladayu Consulting Group**

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Date

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

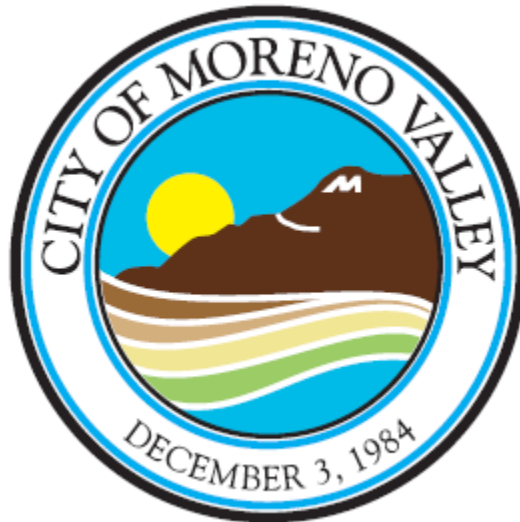
**EXHIBIT A**

CITY – REQUESTED SCOPE OF SERVICES

DRAFT

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

# City of Moreno Valley



## ***Request for Proposal***

**# 2023-008**

Professional Services for Senior Engineer Consultant  
Services

April 3, 2023

**Question Deadline:**

April 17, 2023, 2:00 pm, PST

**Proposal Due Date:**

April 28, 2023, 2:00 pm, PST

**Submit proposal online at:**

<https://pbsystem.planetbids.com/portal/24660/bo/bo-detail/103656>

**Proposal Contact:**

Purchasingdivision@moval.org



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## Schedule

### I. Tentative Schedule of Important Dates

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

	DATE	EVENT
1	April 3, 2023	Request for Proposals (RFP) issue date
2	April 17, 2023	Question deadline
3	April 21, 2023	Final addendum issued (if necessary)
4	April 28, 2023	Proposal due date
5	May 5, 2023	Evaluation of proposals completed
6	May 12, 2023	Selection of Consultant(s) & contract preparation
7	June 6, 2023	Contract Award (estimated)
8	July 1, 2023	Start of Service (estimated)

## Proposal Procedures, Content, and Format

### I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

## II. Proposal Content and Format

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

### A. Section 1: Executive Summary

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

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

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

### C. Section 3: Professional Team Assignments

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

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

1. Submit all pricing on \*Exhibit B using the form provided.
  2. Provide pricing for each of the required line items.
  3. Provide pricing for optional proposer recommendations.
  4. See payment terms in Exhibit B for additional details.
- \* These forms are provided by City in the submittal forms section.

**Please ensure the cost proposal is submitted separately.**

**E. Section 5: Response Template**

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

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

1. Statements (per Special Terms and Conditions, section II., page 7)
2. Special Provisions Form
3. Client Reference List\*
4. Non-Collusion Affidavit\*

\* Note these forms are provided by City in the submittal forms section.

**G. Section 7: Work Samples**

1. Samples of work, queries, reports, and forms\*\*
2. Limit this section to a maximum of ten pages.

\*\* Note that these documents will not be returned to proposer.

**H. Inadequate Content**

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

**I. Proposal Format**

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

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

### **I. Proposer Qualifications**

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

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

#### **A. Minimum Qualifications:**

##### **Knowledge of:**

1. Theories, principles and practices of civil engineering design and construction.
2. Principles and modern techniques of and commonly used materials and equipment used in design, construction and maintenance of various engineering projects.
3. Federal, state and local laws, regulations, and court decisions applicable to private development.
4. Information technology and computer capabilities applicable to land development.
5. Principles and practices of sound business communication.
6. Electronic plan check.

##### **Ability to:**

1. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
2. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
3. Plan, organize, manage and integrate engineering design and construction activities.
4. Design issues, analyze problems, evaluate alternatives, and develop sound, independent conclusions and recommendations.
5. Understand, interpret, explain, and apply federal, state and local policy, law, regulations, and court decisions applicable to land development.
6. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
7. Supervise and evaluate the work of professional consultants and construction contractors.

8. Exercise sound independent judgment within general policy guidelines.
9. Prepare clear, concise, and comprehensive correspondence, reports and other written materials.
10. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
12. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

#### **Education, Training and Experience:**

A bachelor's degree in civil, electrical, mechanical, or structural engineering or a related engineering discipline. A minimum of six years of progressively responsible civil, electrical, mechanical, or structural engineering experience.

#### **Licenses; Certificates; Special Requirements:**

- A current and valid registration as a Professional Civil Engineer with the California State Licensing Board.
- A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

## **II. Evaluation Criteria**

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

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

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

### **B. Evaluation Criteria**

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

- (40 points)— - Experience of Key Personnel. Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations; local experience on comparable projects and length of service with the firm; and reference information, preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification. Information about the

company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.

- (10 points) – References
- (20 points) - Project Approach/Understanding. Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.
- (10 points) - Completeness, thoroughness, and neatness of submittal

**C. Fee/Price Evaluation**

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

**III. Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1<sup>st</sup> through June 30<sup>th</sup>. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2023) through June 30, 2024. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

## Special Terms and Conditions

### I. Audit Requirements

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

### II. Statements

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

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



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

### III. Termination

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

**IV. Independent Contractor Status**

By submitting a proposal to this RFP, you thereby represent, warrant, covenant and agree, that in the event City elects to enter into a contract for services outlined herein, as of the effective date of the agreement and throughout the term of the agreement, you shall be deemed an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. Failure to comply with this requirement, as may be determined by the City, in consultation with the City Attorney, in City's sole and absolute reasonable discretion, shall result in the proposal being rejected as non-responsive. As set forth in more detail herein, successful proposers shall enter into an Agreement with the City governing the services, which shall include express language effectuating the same

**V. Civil Code Section 1542 Waiver**

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

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

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

**VI. Public Employees Retirement Law (CalPERS)**

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- C. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

**Continued on Next Page**

## Exhibit A: Scope of Services

### I. General

Under general direction, the successful firm shall provide Senior Engineer Consultant Services, who manages, oversees, evaluates, monitors, and participates in the conduct of multiple complex land development projects and performs related duties as assigned.

Consultant shall dedicate and provide name and qualifications of one or more dedicated employees to serve as Senior Engineer. City anticipates a commitment of approximately 40 hours/week, although time may be more or less, depending on the City's needs. The duration of work shall be on an as-needed basis. Tasks and duties include, but are not limited to, the following:

### II. Specific

1. Manages, oversees, evaluates and monitors assigned land development projects; participates in plan check processes; reviews and checks various plans, legal documents and studies to ensure compliance with City standards; attends pre-construction meetings with developers, contractors and engineers and resolves construction-related problems; represents the division on Project Review Staff Committees and coordinates development projects with City staff and other agencies to provide feedback to developers; meets with developers to discuss land development projects; reviews development projects and prepares, modifies, clarifies and updates written comments and conditions of approval; represents the division at Planning Commission meetings and answers questions regarding development projects; interprets conditions of approval for the public; recommends approval for building permits and certificates of occupancy; reviews developer supporting documentation and calculates development impact fee credits, refunds or reimbursements.
2. Reviews plans, specifications, submittals, estimates, designs, drawings, and schedules of values for completeness, accuracy, scope of work, constructability, and compliance with federal, state, and local requirements; provides recommendations for acceptable alternative solutions to design errors and other issues; monitors work for conformance with plans and conditions of approval; assesses, identifies, and facilitates complete resolution of non-compliance issues.
3. Coordinates project activities with other City departments, divisions, and external agencies.
4. Inspects project sites to ensure compliance with project conditions of approval and City policies and resolve issues.
5. Prepares and updates a variety of complex and technical engineering project documentation, project plans and conditions of approval.
6. Analyzes and responds to requests for information and complaints from other public and governmental agencies, community and business groups, citizens, the media, and the public.

End of Scope of Services

**Exhibit B: Pricing**

**(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

1	Senior Engineer, P.E.	\$
2		\$
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

**II. Pricing Terms and Conditions**

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**Attachment A: Required Response Template**

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
| |
- C. Organizational structure (i.e., corp., LLC, sole proprietorship, etc.).  
| |
- D. Names and titles of the principal owner(s).  
| |
- E. Person(s) authorized to make commitments for your company.  
| |
- F. Company history, experience, years in business for current company name.  
| |
- G. Annual company revenues for the last three fiscal years.  
| |
- H. Tax ID number.  
| |
- I. The complete scope of services offered by your company.  
| |
- J. The number of clients (including governmental) served in past and present.  
| |
- K. Special qualifications, training, credentials, recognition, or awards.  
| |
- L. Contracts terminated for cause, pending litigation or legal issues.  
| |

**II. Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

| |

B. Team to be assigned for these services.

| |

C. Qualifications of specific individuals who will work on the project.

| |

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

| |

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

| |

F. Current number of employees: full-time and part-time employees.

| |

G. Annual turnover rate of staff.

| |

Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

| |

H. Facilities that would be utilized to perform the required work.

| |

I. Equipment that would be utilized to perform the required work.

| |

**III. Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

A. Ability to perform specific tasks as outlined in the RFP.

| |

B. Reasonableness of your fee to do the work.

| |

C. Current resources to meet or better all task and timeline requirements herein.

| |

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

[ ]

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

[ ]

F. How quickly can you begin providing services if awarded the contract?

[ ]

G. Details of any improvement or upgrades your firm has designed or implemented.

[ ]

**IV. Demonstrated and Technical Experience**

Please describe your company's:

A. Demonstrated record of success on work previously performed.

[ ]

B. Specific method and techniques to be employed on the project or problem.

[ ]

**V. Work Plan:**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

[ ]

B. Provide required response time to the urgent service requests.

[ ]

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

[ ]

D. Provide any other relevant information that you believe would benefit City for the requested services.

[ ]

**Submitted by:**

Company Name [ ]

Contact Name [ ]

Title [ ]

Signature [ ]



RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

Email	<input type="text"/>
Phone	<input type="text"/>
Date	<input type="text"/>

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements, which are necessary to extend coverage, which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

\_\_\_\_\_  
\_\_\_\_\_

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

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

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTINUED ON NEXT PAGE)

**Attachment C: Client References**

(Bidder's Company Name)

1. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
2. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
3. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
4. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone & FAX:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]

Duplicate this form as necessary to complete list.

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

Notary is required for this bid.

**Attachment E: Sample Invoice**

<b>Consultant Name/Address/Phone</b>			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/23 Invoice No.: 12345		
<b>Public Works Department/Land Development Division – Senior Engineer Consultant Services</b>			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2023 through July 31, 2023</u>			
<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Engineer John Smith	40.0	\$125.00	\$5,000.00
<b>Total Invoice</b>			<b>\$5,000.00</b>
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
<b>Billings to date:</b>	<u><b>Current</b></u>	<u><b>Prior</b></u>	<u><b>Total</b></u>
<b>Total Billings</b>	\$5,000.00	\$0.00	\$ 5,000.00
<b>Budget</b>			\$ 50,000.00
<b>Remaining</b>			\$ 45,000.00

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**Attachment F: Sample Template of Agreement for Professional Consultant Services**

**(See PlanetBids Documents & Attachment Tab)**

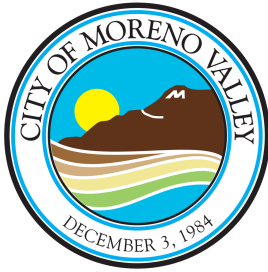
Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**EXHIBIT B**  
CONSULTANT'S PROPOSAL

DRAFT

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

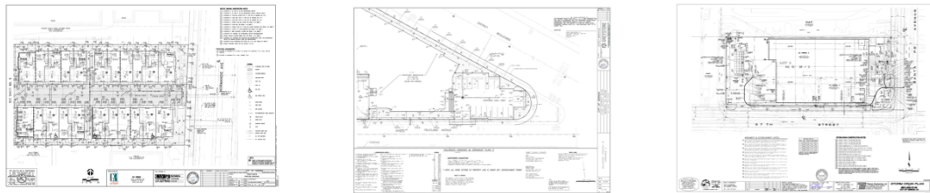




April 28, 2023

# REQUEST FOR PROPOSAL

## RFP #2023-008 Professional Services for Senior Engineer Consultant Services



Prepared for:

By:

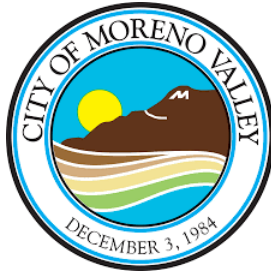


**City of Moreno Valley**  
14177 Frederick Street  
Moreno Valley, CA 92553  
Purchasingdivision@moval.org  
(951) 413-3130



**Ladayu Consulting Group**  
316 Tejon Place  
Palos Verdes Estates, CA 90274  
www.ladayucg.com  
(310) 968-7263

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



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April 28, 2023

**Melissa Walker, PE**  
Public Works Director/City Engineer  
City of Moreno Valley  
14177 Frederick St.  
Moreno Valley, CA 92552



**RE: RFP #2023-008 - Professional Services for Senior Engineer Consultant Services**

Dear Ms. Walker,

Ladaya Consulting Group (LCG) is pleased to present our Proposal to provide the City of Moreno Valley for Professional Services for Senior Engineer Consultant Services.

We are proud of our reputation for providing thoughtful solutions that build thriving communities throughout California. Experienced in a wide range of municipal engineering services, our team of caring professionals serves our municipal clients through a tailored approach based upon client values and needs. We define ourselves by the strength of our relationships with the people that we work with and the people that we work for. Earning client trust and appreciation by exceeding expectations is our ultimate measure of success.

LCG has specialized in providing On-Call Engineering Services to California cities. The leadership and management team at LCG are individuals with the passion and personal desire to provide professional municipal engineering services. We only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

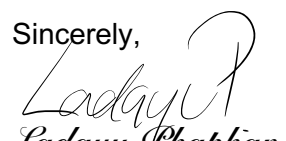
I will act as Principal-In-Charge for this engagement. As President of LCG, I am authorized to bind the firm to all commitments made in our proposal. LCG is a sole proprietorship and has been in business since 2015 and currently has 14 employees. I have authorized Dan Garcia to be the Main Point of Contact/Project Manager for the City of Moreno Valley. Kamran Sabre, PE, QSD/QSP will be the Senior Engineer for this assignment. Both he and Dan are among LCG's key personnel. Dan's contact information follows:

**Dan Garcia, PE, REA, CPP**

Ladaya Consulting Group (full legal company name)  
316 Tejon Place  
Palos Verdes Estates, CA 90274 (only company address)  
dgarcia@ladayucg.com | C: 310.968.7263

We appreciate the opportunity to present our qualifications (included in Proposal), experience and desire to provide these municipal services for your review and consideration. We will describe LCG's understanding of the scope of work in this proposal. We have also reviewed the standard form On-Call Professional Services Agreement and are ready to execute. Members of the LCG team are available to meet with you to discuss our proposal in more detail at your convenience. LCG ACKNOWLEDGES RECEIPT OF ANY ADDENDUMS, IF ISSUED, FOR THIS RFP.

Sincerely,

  
*Ladayu Phaphan*  
Founder and President





## Section 2: Supplemental Company Information



The seamless integration of municipal service professionals in support of public agencies has been our purpose since **Ladayu Consulting Group (LCG)** was formed in 2015. LCG was founded by individuals with a passion for serving municipalities. Our employees span a multitude of disciplines within public works and engineering departments throughout California.

Since LCG was formed and founded in 2015 (in business 8 years), we have kept the same name and have grown steadily since then. Having survived the pandemic with the fluctuations in the number of employees since 2020 we are back to recovering many of the employees that we lost since that interruption. As far as LCG's philosophy, as mentioned in our cover letter, we only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

We are a sole proprietorship. Our legal name is Ladayu Consulting Group. LCG's Federal Employer Identification Number is 36-4967928. LCG's official business address and primary point of contact responsible for firm contractual actions and notify the City when the person assigned to the City has changed are as follows:

**Daniel R. Garcia, PE, REA, CPP (Owner)**

Ladayu Consulting Group (legal name)  
316 Tejon Place  
Palos Verdes Estates, CA 90274 (only company address)  
dgarcia@ladayucg.com | C: 310.968.7263

LCG's staff has held senior and executive management positions within numerous California cities including titles of Land Development Plan Checker, Civil/Private Development Plan Checker, City Engineer, Public Works Director and other well-seasoned management personnel. Our staff has signed many Final and Tentative Maps as City Engineer on behalf of cities. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. Our technical competence is a basis for our success. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Our experience brings a high level of sensitivity towards community and special interest group issues. We value the importance of a focused approach that represents the interests of our public agency clients and reflects positively on the citizens they serve. We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes daunting complexities associated with the delivery of projects, implementation of important public programs and adoption of significant public policy.

LCG will be delighted to serve on this contract to the City of Moreno Valley for Professional Services for Senior Engineer Consultant Services if given the opportunity to do so.





## Section 3: Professional Team Assignments



**Ladayu Consulting Group (LCG)** has a diverse team of qualified professionals dedicated to providing ongoing municipal engineering consultant services to the California cities. LCG has served other cities in the same magnitude and nature as requested in this Request for Proposal (RFP) by the City of Moreno Valley and LCG would be delighted to extend the same services to the City of Moreno Valley.

The following LCG Key Personnel's relevant Professional Services for Senior Engineer Consultant Services experience is as follows. Actual biographies and resumes will follow.

**Daniel R. Garcia, PE, REA, CPP | Moreno Valley Main Point of Contact/Project Manager/QAQC** – Dan has served as Contract/Project Manager, and QA/QC in many public agencies throughout California. He is a Registered Civil Engineer, Registered Environmental Assessor and Certified Permitting Professional. Having worked in several jurisdictions throughout California including most recently the Cities of Compton, Rancho Palos Verdes, Wildomar, Maywood, Costa Mesa, Bell, Vernon and Norwalk. Dan has a history of accomplishment.

**Kamran Saber, PE, QSD, QSP | Senior Engineer** – Kamran has 35 years of experience in the civil engineering profession. His experience has included the management, oversight, evaluation, monitoring and participating in a multiple of complex projects, specifically in Land Development and Subdivision Map Act review. Having experience with several agencies as a plan's reviewer for civil plans, specifically related to grading/drainage, site development including water, streets, sewer and storm drain infrastructure, access improvements, and on-site hydrology and the requirements of the NPDES permits, to include SUSMP's, WQMP's, low impact development, and hydro-modification. Most recently, Kamran has served the cities of Wildomar, Perris, San Jacinto and various other cities in the Inland Empire.

**Oranos Mekwian | Associate Engineer** – Oranos has been a Project Engineer in Compton, Gardena and Maywood and assisted Dan with Private Development plan checks and Subdivision Map Act tasks in the Cities of Rancho Palos Verdes and Compton. She will support Dan and Kamran in serving the City of Moreno Valley, keep track of assignments and provide status of projects to the City.

All LCG's key team members are expected to remain in service until completion of the project and available to work during the duration of this contract.

### LCG Staff's Roles and Responsibilities

**Daniel R. Garcia, PE, REA, CPP | Moreno Valley Main Point of Contact, Project Manager, QA/QC**

- Provide communication between the City of Moreno Valley and Senior Engineer.
- Provide QA/QC oversight.



### **Kamran Saber, PE, QSD, QSP | Senior Engineer**

- Kamran's role and responsibility will be to manage, oversee, evaluate and monitor assigned land development projects; he will participate in plan check processes; reviews and checks various plans, legal documents and studies to ensure compliance with City standards; he will attend pre- construction meetings with developers, contractors and engineers and resolve construction-related problems; he will represent the division on Project Review Staff Committees and coordinate development projects with City staff and other agencies to provide feedback to developers; he will meet with developers to discuss land development projects; he will review development projects and prepare, modify, clarify and update written comments and conditions of approval; he will represent the division at Planning Commission meetings and answers questions regarding development projects; he will interpret conditions of approval for the public; he will recommend approval for building permits and certificates of occupancy; he will review developer supporting documentation and calculate development impact fee credits, refunds or reimbursements.
- Kamran will also reviews plans, specifications, submittals, estimates, designs, drawings, and schedules of values for completeness, accuracy, scope of work, constructability, and compliance with federal, state, and local requirements; he will provide recommendations for acceptable alternative solutions to design errors and other issues; he will monitor work for conformance with plans and conditions of approval; he will assess, identify, and facilitate complete resolution of non-compliance issues.
- Kamran will coordinate project activities with other City departments, divisions, and external agencies.
- Kamran will inspect project sites to ensure compliance with project conditions of approval and City policies and resolve issues.
- Kamran will prepare and update a variety of complex and technical engineering project documentation, project plans and conditions of approval.
- Kamran will analyze and respond to requests for information and complaints from other public and governmental agencies, community and business groups, citizens, the media, and the public.

### **Oranos Mekwian | Associate Engineer**

- Keep track of assignments and provide status of projects.
- Send monthly invoices to the city.

### **LCG's Proposed Senior Engineer Knowledge and Abilities**

#### **As LCG's proposed senior engineer, Kamran Saber, has knowledge of:**

1. Theories, principles and practices of civil engineering design and construction.
2. Principles and modern techniques of and commonly used materials and equipment used in design, construction and maintenance of various engineering projects.
3. Federal, state and local laws, regulations, and court decisions applicable to private development.
4. Information technology and computer capabilities applicable to land development.

City of Moreno Valley  
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5. Principles and practices of sound business communication.
6. Electronic plan check.

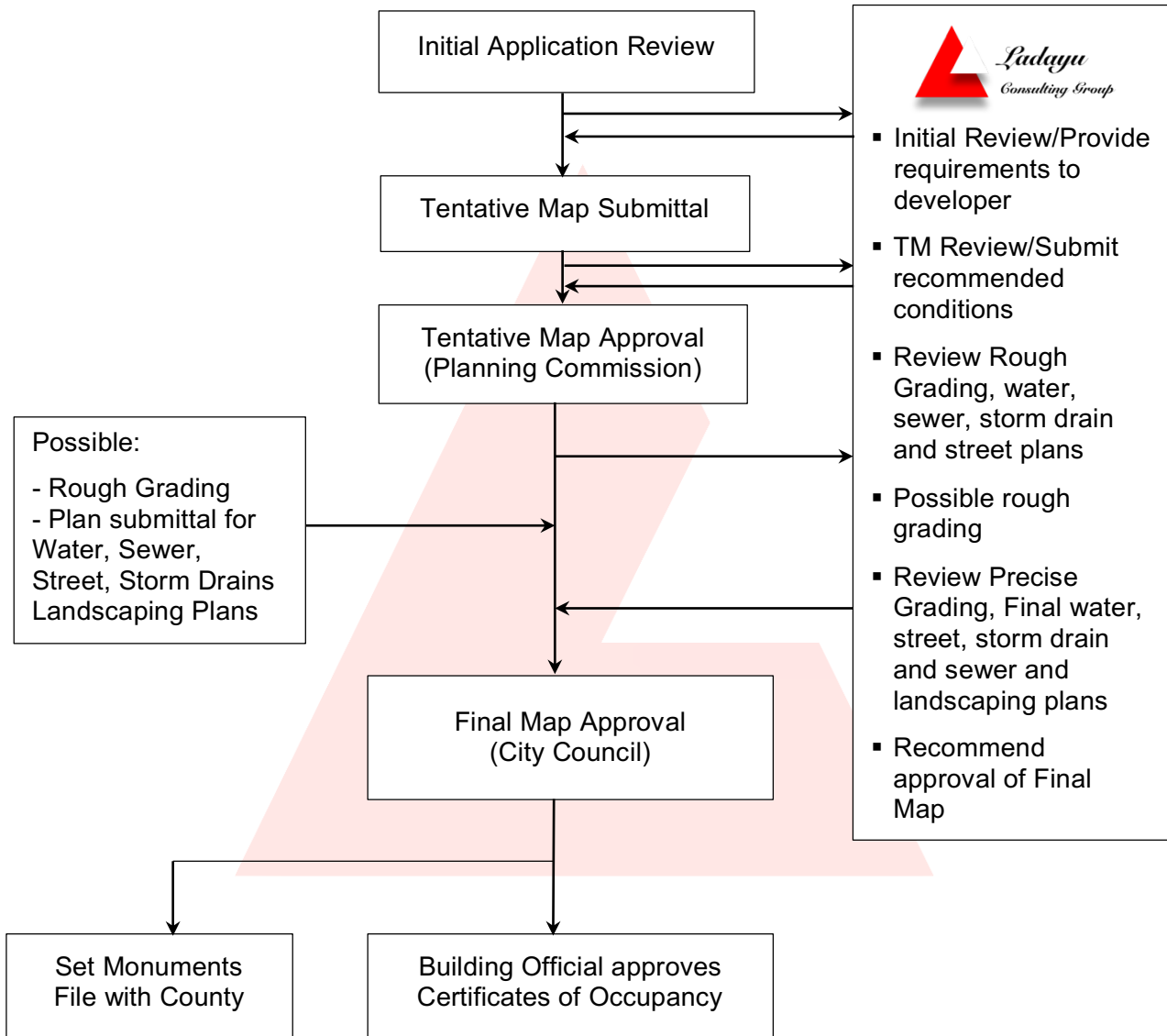
**Kamran Saber has the ability to:**

1. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
2. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
3. Plan, organize, manage and integrate engineering design and construction activities.
4. Design issues, analyze problems, evaluate alternatives, and develop sound, independent conclusions and recommendations.
5. Understand, interpret, explain, and apply federal, state and local policy, law, regulations, and court decisions applicable to land development.
6. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
7. Supervise and evaluate the work of professional consultants and construction contractors.
8. Exercise sound independent judgment within general policy guidelines.
9. Prepare clear, concise, and comprehensive correspondence, reports and other written materials.
10. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
12. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

With Kamran Saber, PE, QSD/QSP, the City of Moreno Valley will have the most experience and qualified Senior Engineer to perform land development engineering services for your City.



In administering Private Development, LCG and Kamran assumes that the City of Moreno Valley has a similar program how it works in the city based on several cities he has worked for:



**Typical City Private Development Process**

**Plan Check turnaround times:**

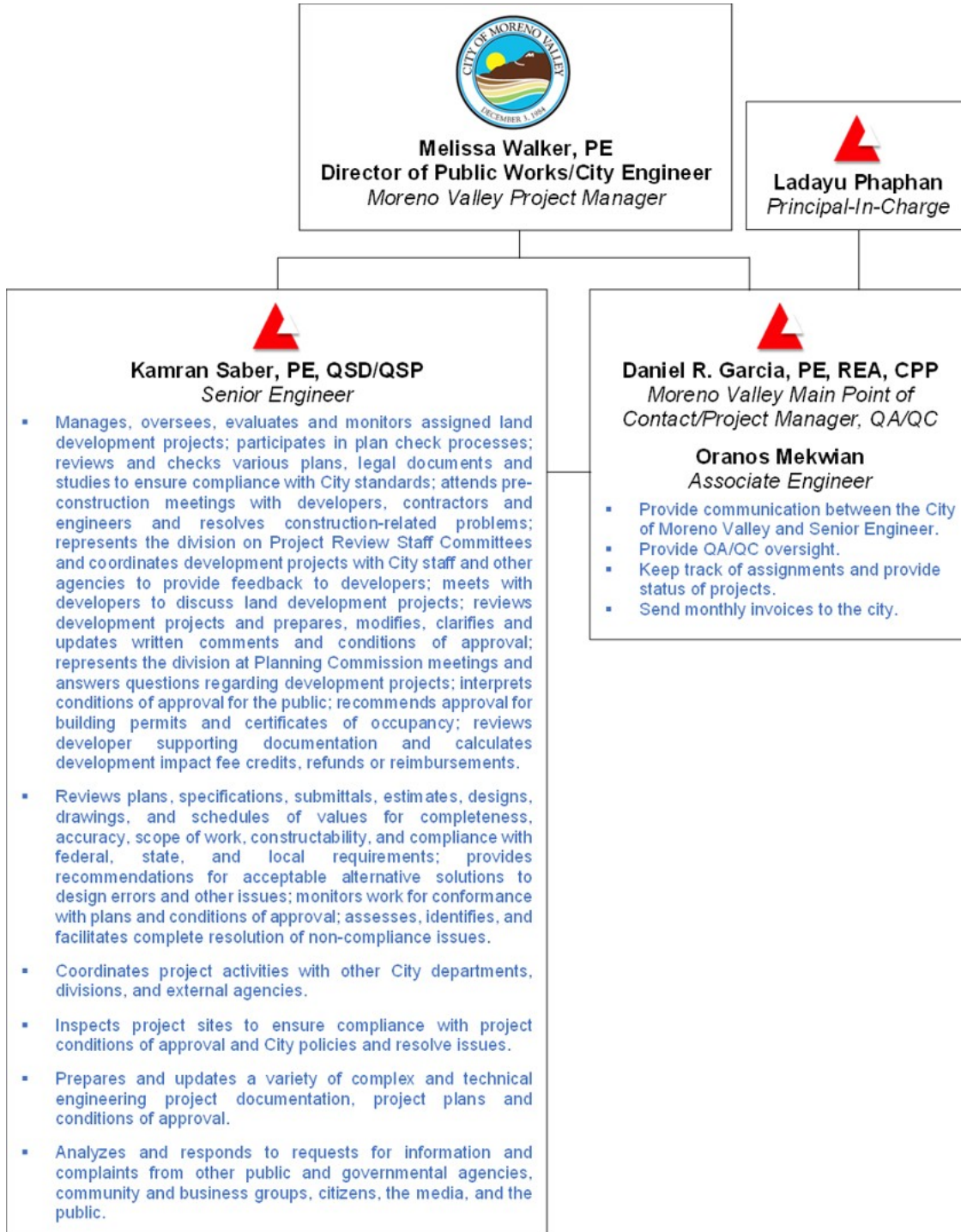
- Initial Plan Checks will be returned in 10 business days
- Second Plan Checks will be returned in 5 business days
- Subsequent Plan Checks will be returned withing 2 business days.







All communication on this contract will follow the following Organization Chart:



**Moreno Valley Team Organization Chart**





[www.ladayucg.com](http://www.ladayucg.com)  
[dgarcia@ladayucg.com](mailto:dgarcia@ladayucg.com)

**EXPERTISE**

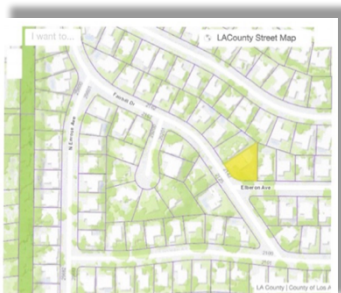
- Civil Plan Check Engineer
- Land Development/Subdivisions
- Subdivision Map Act
- Sewer/Storm Drain Compliance
- CIP/Project Management
- City Engineering Advisor

**EDUCATION**

- Bachelor of Science in Civil Engineering, CSULB
- Masters in Public Administration, CSULB

**REGISTRATIONS**

- CA Registered Professional Civil Engineer | 45710
- Registered Environmental Assessor | 5640 Cal-EPA
- Certified Permitting Professional D11308 SCAQMD



**Daniel R. Garcia, PE, REA, CPP**  
Moreno Valley Main Point of Contact |  
Project Manager | QAQC

Dan is a licensed civil engineer with extensive City Engineering and Public Works experience including Civil Plan Checking and Private Development/ Subdivision Map Act expertise. He has served in senior executive management engineering and public works positions from the Cities of Compton, Maywood, Costa Mesa, Norwalk, Wildomar, Culver City, Solvang, Novato to the City of Los Angeles. Dan brings to every city his expertise in the areas of Civil Plan Review and Private Development/ Subdivision Map Act, including Tracts, Parcel Maps, Lot Line Adjustments, grading, infrastructure review such as streets, storm drain and sewers plan checks that would include Water Quality Management Plan (WQMP) and any relevant Subdivision Map Act services.

**RECENT RELAVANT EXPERIENCE**

**City Engineer Advisor/Private Development Plan Checker | Rancho Palos Verdes**

As a City Engineer Advisor, Dan signed as City Engineer for subdivisions for the Community Development Department and was responsible for assisting the City with reviewing/approving several private developments such as vesting tentative maps, tracts, parcel maps, lot line adjustments, certificate of compliances, lot mergers and new address assignments.

**City Engineer Advisor | Compton**

As a City Engineer Advisor Dan was responsible for assisting the City with reviewing/approving several private developments such as street vacations, grading plan checks, civil review of private and CIP streets, storm drain and sewer plans and signed both Subdivision plans as well as infrastructure plans as City Engineer for Compton.

**Development Review Services | City of Wildomar**

For Wildomar, Dan provided review of Civil Plan Review and Private Development/Subdivision Map Act tasks. He reviewed tract and parcel maps, grading/drainage plans, infrastructure plans including water, sewer, storm drain and streets, SWPPP, WQMP, hydrology and soils reports to assure those cities that the projects were in compliance with the Subdivision Map Act tasks.





*Ladayu*  
Consulting Group

[www.ladayucg.com](http://www.ladayucg.com)  
[ksaber@ladayucg.com](mailto:ksaber@ladayucg.com)

**EXPERTISE**

Land Development/Subdivisions  
Low Impact Development  
Drainage/Hydrology (LID)  
CIP/Project Management  
Construction Bid and Award Process

**EDUCATION**

Master of Science in Civil Engineering,  
CSUS  
Polytechnic Tehran  
BS Civil Engineering

**REGISTRATIONS**

CA Registered Professional Civil  
Engineer | 47567  
QSD/QSP | 24012



**Kamran Saber, PE, QSD, QSP**  
**Senior Engineer**

Kamran has over 35 years of experience in the civil engineering profession, His experience has included the management, oversight, evaluation, monitoring and participating in a multiple of complex projects, specifically in Land Development and Subdivision Map Act review. Having experience with several agencies as a plan's reviewer for civil plans, specifically related to grading/drainage, site development including water, streets, sewer and storm drain infrastructure, access improvements, and on-site hydrology and the requirements of the NPDES permits, to include SUSMP's, WQMP's, low impact development, and hydro-modification.

**RECENT RELAVANT EXPERIENCE**

**Project Manager | City of Wildomar**

Kamran provided plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, WQMP's, and hydrology reviews for KB Homes (Summerhill - 70 SFR).

**Project Manager | City of Perris**

Kamran provided review of tracts, grading, civil (street, storm drain, sewer, etc.). Hydrology Report/WQMP review for various private development projects for IDI Logistics north and south (3.6 M SF Industrial), IDI Logistics Rider II & IV warehouses 800 & 700 SF, respectively, Prologis PM 38259, Green Valley Specific Plan (Residential) Tracts 37722, 37262, 37816, 38410, 36989, 36988, 37817 and 37818 and Waypoint Commerce Center (Commercial) TPM 38588 and Walmart Fuel Station (Perris Blvd.) in the City of Perris. This included review of Private Development/ Subdivision Map Act plan checking.

**Project Manager/Plan Reviewer | City of San Jacinto**

Kamran provided review/plan checking for Esplanade Specific Plan, LGI Homes TTM 32955, Magnet Shopping Center PM 32955, Tolloch Holdings Homes TTM 38339, Kasbergen Development (mixed low and med. density) Tr 34271, Warren Foothill Specific Plan TTM 38365, Quail Ranch Estate Tr 33249 and Ranch Esudilo TPM 38359.

**Land Development | Various Inland Empire Cities**

Plan, organize, direct, manage, and participate in the development, review, and approval of engineering and land development activities including, all aspects of the development of infrastructure/capital improvements, permitting, and conditioning new development; provide professional engineering support involving research, planning, design, and construction of various land development, infrastructure planning, and engineering projects.





[www.ladayucg.com](http://www.ladayucg.com)  
[omekwian@ladayucg.com](mailto:omekwian@ladayucg.com)

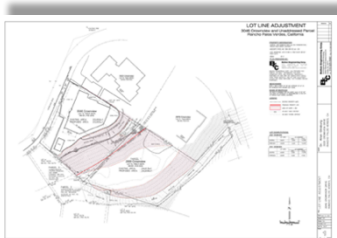
**EXPERTISE**

- Private Development Plan Check
- Civil Plan Check
- Sewer/Storm Drain Compliance
- CIP/Project Management
- Land Development/Subdivisions
- Industrial Chemistry
- Biological Processes
- Report Writing

**EDUCATION**

Masters in Industrial Chemistry,  
King Mongkut's University of  
Technology, Thonburi, Thailand

Bachelor of Science in  
Biotechnology, Khon Kean  
University Thailand



**Oranos Mekwian**  
**Associate Engineer**

Oranos has extensive experience in Private Development and Civil Plan Checking. She has plan checked projects in several cities including the Cities of Compton, Maywood, Vernon, Inglewood, Wildomar, Gardena, Marin County and many others.

**RECENT RELAVANT EXPERIENCE**

**Plan Checker/Assistant Project Engineer | City of Compton**

As a Plan Reviewer, Oranos is responsible for assisting the City with numerous public and private development plan review projects including plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, Low Impact Development (LID), and hydrology reviews for the City of Compton.

**Plan Checker | City of Vernon**

Oranos plan checked several improvement plans in the City of Vernon including grading, street, sewer, storm drain, water, erosion control plan, SWPPP, and LID. Among the projects she checked are the 5000 Fruitland Avenue Development, 4423 District Boulevard Storm Water Pollution Prevention Plan (SWPPP), 3430 E. 26th Street, 5607 Santa Fe Avenue improvements (grading & infrastructure), 3270 Washington Boulevard and many others. She will be an asset to the City of Moreno Valley with her plan checking experience.

**Plan Checker | Marin County**

Oranos plan checked the development at 27 Bayview Drive in Marin County which included grading and onsite utilities.

**Associate Engineer | City of Maywood**

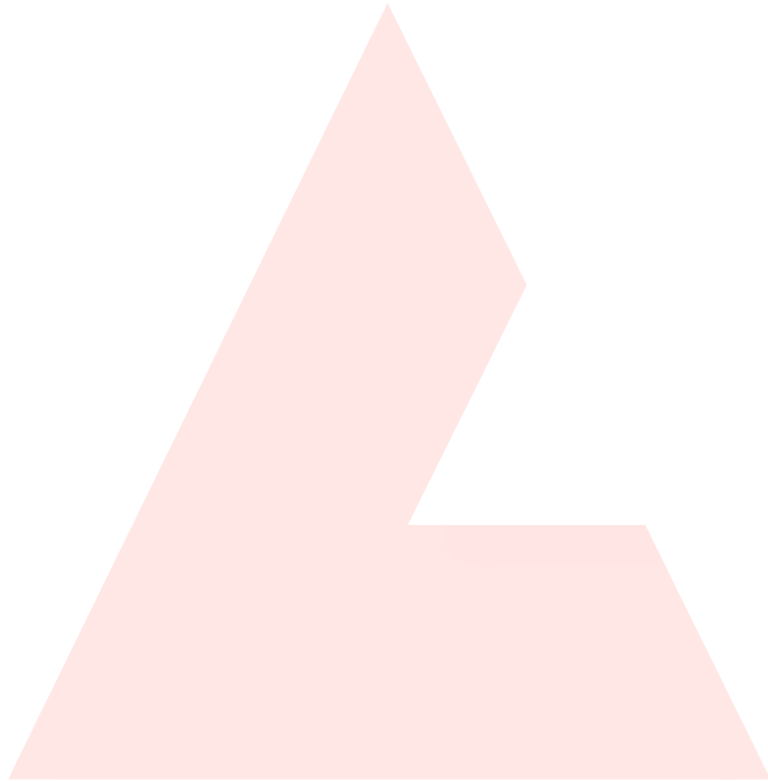
In reaching compliance with the Los Angeles Regional Water Quality Control Board (LARWQCB), Oranos was instrumental in developing a Sewer Service Charge, assembling a Geographic Information System (GIS) map documenting the problem areas of sanitary sewers for CIP replacement/repair for presentation to the LARWQCB staff and achieving relief for that city from fines that might have been imposed for their 9 Notice of Violations.





## Section 4: Proposal Costs

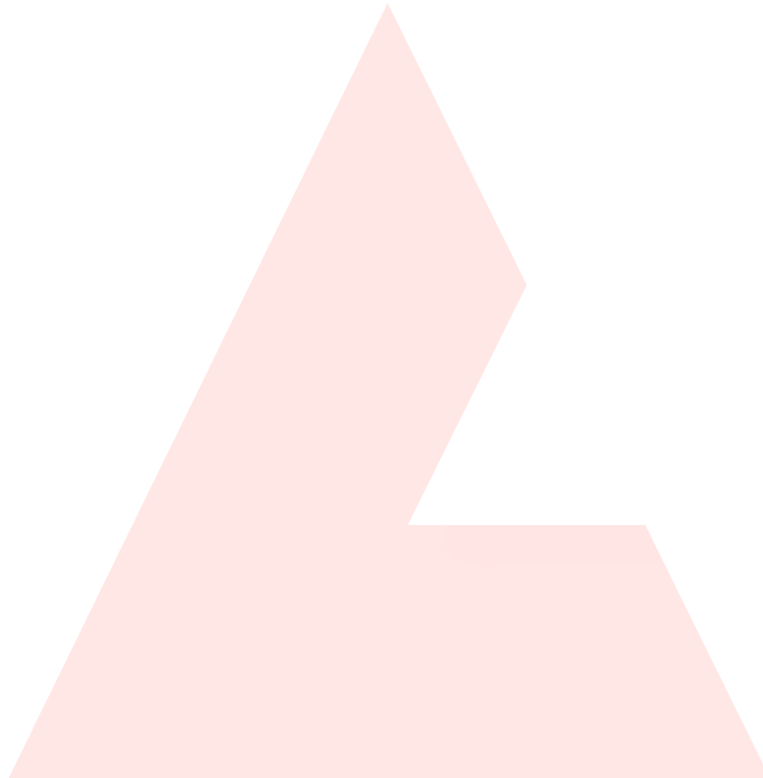
The Cost Proposal is submitted separately.





## Section 5: Response Template

Response to the City's questions in City-provided Response Template will show in the following page:



RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

## Attachment A: Required Response Template

### Ladayu Consulting Group

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(Bidder's Company Name)

#### Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

#### I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

**Ladayu Consulting Group**  
 316 Tejon Place  
 Palos Verdes Estates, CA 90274  
 (310) 968-7263  
 (no fax number)  
 info@ladayucg.com or dgarcia@ladayucg.com  
 www.ladayucg.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
 N/A - No prior company names.

- C. Organizational structure (i.e., corp., LLC, sole proprietorship, etc.).  
 Sole proprietorship

- D. Names and titles of the principal owner(s).

Ladayu Phaphan, President  
 Dan Garcia, Vice President

- E. Person(s) authorized to make commitments for your company.

Ladayu Phaphan, President  
 Dan Garcia, Vice President

- F. Company history, experience, years in business for current company name.

Ladayu Consulting Group (LCG) has been in business for 8 years (since 2015). Since its founding, LCG has been serving only public agencies in a project management or staff augmentation role in the capacity of Municipal Services including City Engineer, Public Works Director, Civil and Private Development Plan Checking, Project and Program Management, etc.

- G. Annual company revenues for the last three fiscal years.  
 LCG has averaged approximately \$150,000 in the last three fiscal years.
- H. Tax ID number.  
 36-4967928
- I. The complete scope of services offered by your company.  
 Ladayu Consulting Group provides a host of services to cities including:
- ◆ Land Development/Subdivision Map Act (includes tracts, parcel maps, vesting, etc.)
  - ◆ Civil/Private Development Plan Review Services (includes grading, streets, storm drains, sewers, erosion control, hydrology and hydraulic calculation review, WQMP, etc.)
  - ◆ Landscape Architect
  - ◆ City Engineering
  - ◆ Public Works Management
  - ◆ Project and Program Management
  - ◆ Construction Management/ Public Works Inspection
  - ◆ Traffic Engineering
  - ◆ Sewer and Storm Drain Compliance
  - ◆ Park Management
- J. The number of clients (including governmental) served in past and present.  
 Currently LCG serves 4 governmental agencies.  
 Past government agencies: 1
- K. Special qualifications, training, credentials, recognition, or awards.  
 As you can see on LCG's employee's resumes, most employees are registered civil engineers, traffic engineers landscape architects and land surveyors in addition to certified public works qualifications for a variety of disciplines, certified construction managers/inspectors, etc.
- L. Contracts terminated for cause, pending litigation or legal issues.  
 LCG has not had any contracts terminated for cause, or has pending litigation or legal issues.

## II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- Ladayu Phaphan, President  
 Dan Garcia, Vice President
- B. Team to be assigned for these services.  
 Kamran Saber, PE, QSD/QSP



- C. Qualifications of specific individuals who will work on the project.  
Kamran is very qualified with over 35 years of experience in land development and civil project management/plan checking. (see resume)
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
Based on the description of this RFP, Kamran will be involved 100% of his time on this project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.  
Kamran Saber, PE, QSD/QSP, Senior Engineer (see resume)
- F. Current number of employees: full-time and part-time employees.  
5 full-time employees, 9 part-time employees
- G. Annual turnover rate of staff.  
LCG has a 0 (zero) percent annual turnover rate of staff.
- H. Facilities that would be utilized to perform the required work.  
LCG has its own office that can be utilized to perform the required work yet by the description in this RFP, it appears that the work is required to be performed onsite at the City of Moreno Valley.
- I. Equipment that would be utilized to perform the required work.  
LCG can provide all equipment that would be utilized to perform the required work.

## II. **Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.  
LCG has performing these specific tasks as outlined in the RFP since its founding in 2015. Kamran has the ability to provide this service to the City of Moreno Valley.
- B. Reasonableness of your fee to do the work.  
Kamran's fee is normally \$180/hour for City Engineering services but since this assignment is for Project Management of Land Development, LCG felt that a reasonable rate would be \$160/hour for this assignment and amenable to the City of Moreno Valley based on market rates for this service.
- C. Current resources to meet or better all task and timeline requirements herein.  
LCG possesses additional resources to meet or better all task and timeline requirements herein.
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.  
LCG possesses additional resources that might be needed to meet or better all task and timeline requirements of this request.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?  
 LCG could provide additional, trained staff if requested by the City for additional work beyond the original scope of services relatively immediately.
- F. How quickly can you begin providing services if awarded the contract?  
 Kamran is available relatively immediately.
- G. Details of any improvement or upgrades your firm has designed or implemented.  
 LCG uses the state-of-the-art hardware and software as well as keep a well-trained staff. LCG us continually improving and learning.

#### IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

LCG has a demonstrated record of success on work previously performed and similar to the work being requested by this RFP. Since LCG's founding in 2015, LCG has been advising Cities for City Engineering and Public Works Management or Project Managing or Program Managing projects and programs to assist with the delivery of Capital Improvement Projects and Private Development for cities.

- B. Specific method and techniques to be employed on the project or problem.

LCG provides the most qualified and experience project engineers such as Kamran Saber for this assignment of Senior Engineer to provide the City of Moreno Valley with private development advice, plan checking, and skill necessary to deliver these projects. Kamran is a professional civil engineer, QSD/QSP for storm water decisions. He has over 35 years of experience in the Civil Engineering profession.

#### IV. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How will you schedule professional and staff to ensure milestones and deadlines are met?

Kamran is very timely and professional and can ensure milestones and deadlines are met. Typically, on plan check, LCG uses 10 working days for a first check, 5 working days for the second check and 2 working days for subsequent plan checks if needed.

- B. Provide required response time to the urgent service requests.

If the occasion arises where response time to an urgent service request is required, Kamran will have the ability to reschedule his work assignments to address such issues. If additional LCG resources are necessary, Dan Garcia, LCG Project Manager, will request these resources be added to the contract if necessary from the Moreno Valley Project/Contract Manager.

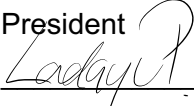
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

Kamran will have the authority to re-arrange his schedule to address the most important issues to adapt to whatever situation that the City of Moreno Valley encounters. If additional LCG resources are necessary, Dan Garcia, LCG Project Manager, will request these resources be added to the contract if necessary from the Moreno Valley Project/Contract Manager.

- D. Provide any other relevant information that you believe would benefit City for the requested services.

LCG believes that with the assignment of Kamran Saber to fill this Senior Engineer position in the City of Moreno Valley will be the best fit and will address all of the needs of the scope of work of this RFP.

**Submitted by:**

Company Name: Ladayu Consulting Group  
 Contact Name: Ladayu Phaphan  
 Title: President  
 Signature:   
 Email: ladayu@ladayucg.com  
 Phone: (310) 968-7263  
 Date: April 28, 2023

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



## Section 6: Required Statements, Forms, and Samples

### Statements

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

City of Moreno Valley  
RFP # 2023-008 Professional Services  
for Senior Engineer Consultant Services



- 12. LCG shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- 13. LCG shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- 14. LCG shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- 15. LCG offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to LCG, without further acknowledgment by the parties.

  
 \_\_\_\_\_  
 Ladayu Phaphan, President

April 28, 2023  
 \_\_\_\_\_  
 Date

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



**Attachment B: Special Provisions**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements, which are necessary to extend coverage, which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: **Ladayu Consulting Group**

SIGNATURE: \_\_\_\_\_  
*Ladayu Phaphan*

PRINT NAME: **Ladayu Phaphan**

TITLE: **President**

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- \_\_\_\_\_ Exception taken to the scope of work or specifications
- \_\_\_\_\_ Exception taken to indemnification and insurance requirements
- \_\_\_\_\_ Exception to proposed contract language
- \_\_\_\_\_ Other

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR GREEN

RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

Please explain any of the checked items:

**LCG takes no exceptions to the language in this RFP**

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Ladayu Consulting Group DATE: April 28, 2023

BUSINESS ADDRESS: 316 Tejon Place, Palos Verdes Estates, CA 90274

SIGNATURE OF REPRESENTATIVE: *Ladayu P*

BY: Ladayu Phaphan TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CONTINUED ON NEXT PAGE)

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR GREEN

**Attachment C: Client References**

## Ladaya Consulting Group

1. Client's Company Name:	City of Compton
Client Address:	205 South Willowbrook Avenue, Compton, CA 90220
Contact's Name:	John Strickland
Contact's Title:	Public Works/Engineering Project Manager
Contact's Telephone & FAX:	(310)761-1422
Contact's Email:	jstrickland@comptoncity.org
Scope of Services/Products Provided:	Full-service Engineering Services including City Engineering Advisor, Subdivision/Grading Plans Review, Construction Management
Project Completion Date & Value:	2021-2022, Contract Value is based on hourly as-needed services
2. Client's Company Name:	City of Rancho Palos Verdes
Client Address:	30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275
Contact's Name:	Octavio Silva
Contact's Title:	Deputy Community Development Director
Contact's Telephone & FAX:	(310)544-5234
Contact's Email:	octavios@rpvca.gov
Scope of Services/Products Provided:	City Engineer, Land Development (Subdivisions/Lot Merger/Lot Line Adjustment/Certificate of Compliance Review)
Project Completion Date & Value:	2019-2021, Contract Value is based on hourly as-needed services
3. Client's Company Name:	City of Vernon
Client Address:	4305 Santa Fe Avenue, Vernon, CA 90058
Contact's Name:	Lissette Melendez
Contact's Title:	Plan Check Manager
Contact's Telephone & FAX:	(323)583-8811
Contact's Email:	lmelendez@ci.vernon.ca.us
Scope of Services/Products Provided:	Civil Plans Review (Grading, Street, Storm Drain, Sewer, SWPPP, LID, Signing&Striping, Hydrology and Soils Report)
Project Completion Date & Value:	2018-2020, Contract Value is based on hourly as-needed services
4. Client's Company Name:	City of Wildomar
Client Address:	23873 Clinton Keith Road Suite 201, Wildomar, CA 92595
Contact's Name:	Dan York
Contact's Title:	Public Works Director/City Manager
Contact's Telephone & FAX:	23873 Clinton Keith Road Suite 201, Wildomar, CA 92595
Contact's Email:	(951)677-7751 ext. 209
Scope of Services/Products Provided:	Land Development and Civil Plans Review (Subdivision, Grading/Street/Storm Drain/Sewer Plans Review, WQMP, Hydrology, Soils Report)
Project Completion Date & Value:	2017-2020, Contract Value is based on hourly as-needed services

Duplicate this form as necessary to complete list.



RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

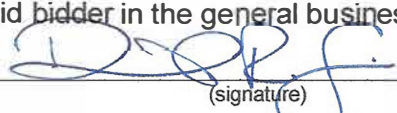
County of Los Angeles  
(the County of the place of business)

Daniel R Garcia, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Vice President of  
(title of the person signing this form)

Ladayu Consulting Group, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:   
(signature)

Printed Name: Daniel R Garcia  
(name of the person signing this form)

Title: Vice-President  
(title of the person signing this form)

Notary is required for this bid.

# JURAT

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24 day of April, 2023 by Daniel R. Garcia

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature (Seal)



## OPTIONAL INFORMATION

## INSTRUCTIONS

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional information

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR GREEN

City of Moreno Valley  
 RFP # 2023-008 Professional Services  
 for Senior Engineer Consultant Services



**Attachment E: Sample Invoice**



Remit to:  
**Ladayu Consulting Group**  
 316 Tejon Place  
 Palos Verdes Estates, CA 90274

Invoice Date: 0 [REDACTED]  
 Invoice ID: [REDACTED]

Direct questions to:  
 Cranos Mekwian  
 omekwian@ladayucg.com

**Compton**

Bill to:  
**Compton**  
 Attention J [REDACTED] and, Project Manager  
 205 South Willowbrook Avenue  
 Compton, CA 90220

Professional services for the period July 1 through July 31, 2022

Project	Total
HSIP-Highway Safety Improvement Program	\$160.00
<b>Invoice Total</b>	<b>\$160.00</b>
Budget	\$25,000.00
Previously Billed	\$24,830.00
<b>Budget Remaining</b>	<b>\$10.00</b>
Paid to Date	\$24,830.00
<b>Total Due</b>	<b>\$160.00</b>

**HSIP-Highway Safety Improvement Program**

Person	Title	Week	Hours	Rate	Total
Dan Garcia	Project Manager	7/16/2022	1	\$160.00	\$160.00

notes: JMD Meeting on Compton Blvd.

<b>Labor</b>	<b>1</b>	<b>\$160.00</b>
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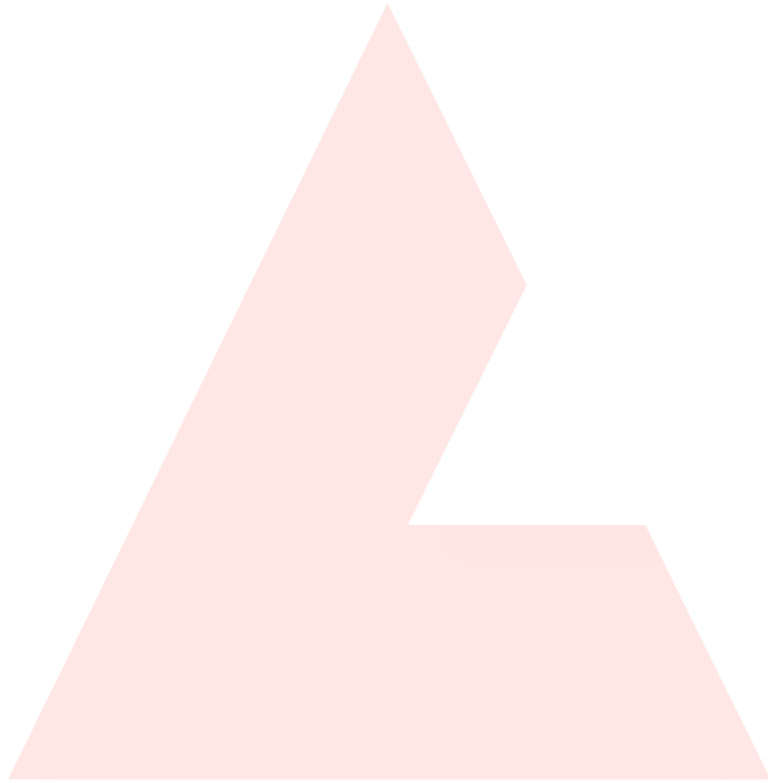
Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR





## Section 7: Work Sample

The sample of LCG's plan review comments letter for plan checking project will show as the following plan review comments letter:



November xx, xxxx

**CITY OF VERNON - FIRST REVIEW**

Permit No: xxx  
LCG No.: VERxx-xxx



City of Vernon  
Public Works Department

4305 S. Santa Fe Ave.  
Vernon, CA 90058

**Plan Review:** Grading and Drainage Plan  
**Address:** [Redacted], Vernon, CA 90058

Ladayu Consulting Group has completed a **first code compliance review** of the following documents on behalf of the **City of Vernon:**

1. Drawings:
  - a. C-1 through C-4 dated 8/21/2020 by Cal Land Engineering, Inc.
  - b. L-1 through L-1 dated 8/21/2020 by Cal Land Engineering, Inc.
2. Geotechnical Investigation dated 03/17/2020 by Quarteck Consultants.
3. Miscellaneous Documents:
  - a. Hydraulic Calculations dated 8/21/2020 by Cal Land Engineering, Inc.
  - b. Low Impact Development Plan dated 7/02/2020 by Cal Land Engineering, Inc.

Please submit an itemized response letter and two (2) copies **complete and revised** documents with all revisions clouded directly to the Vernon Building Department. **Plan review comments follow on the attached list.**

Sincerely,

**Ladayu Consulting Group**

Daniel R. Garcia, PE, REA, CPP  
Civil Engineer



**GENERAL COMMENTS:**

- G1. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:
  - Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
  - Briefly explain in writing how the design is intended to comply with the applicable code sections.
  - Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

- G1. Please be sure to include on the re-submittal the architect’s and /or engineer’s stamp, signature, date of signature, and registration number on all sheets of plans.

**PLAN REVIEW COMMENTS:**

**CIVIL:** [Dan Garcia; [dgarcia@ladayucg.com](mailto:dgarcia@ladayucg.com); 310-968-7263]

- G1: Provide a haul route for this project.
- G2: Provide an Onsite Signing and Striping Plan.
- G3: Provide an Onsite Utility Plan.

**Sheet C-1 Grading and Drainage Plan**

- C1: Entitle “Title Sheet” in the title block.
- C2: Add this following note to Grading notes;
  1. All Property corners shall be clearly delineated in the field prior to commencement of any construction/grading and shown on grading plan.
  2. The contractor shall notify Building and Safety at least 24 hours in advance to request finished lot grade and drainage inspection. This inspection must be approved prior to building permit final inspection for each lot.
  3. Compacted fill to support any structures shall comply with section 1803.5. CBC Projects without preliminary soils report shall have detailed specifications satisfying the requirements in section 1803.5 CBC prepared by the EOR.
  4. The contractor shall notify Underground Service Alert two days prior to digging at [www.digalert.org](http://www.digalert.org) or call 811.
  5. Drainage across the property line shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility.



6. During rough grading operations and prior to construction of permanent drainage structures, temporary drainage control (Best Management Practices, BMP's) shall be provided to prevent ponding water and damage to adjacent properties.
7. Dust shall be controlled by watering or other approved methods.
8. A registered Civil Engineer shall prepare final compaction report/grading report and it shall be submitted for review and approval. The report shall also provide building foundation design parameters including allowable soil pressures, expansion index and remedial measures if EI>20, water soluble sulfate content, corrosively and remedial measures if necessary.
9. Except for non-tract single residential lot grading, the compaction report shall include the special inspection verifications listed in Table 1704.7 of the California Building Code.
10. A registered Civil Engineer shall submit to Building and Safety written certification of completion of grading in accordance with the approved grading plan prior to requesting inspection and issuance of the building permit. Certification shall include line grade, surface drainage, elevation, and location of permitted grading on the lot.

- C3: Delineate Surveyors names, license numbers, name and date of survey and company information.
- C4: Provide a statement by the Engineer of Record that all easements shown on this plan are based on \_\_\_\_\_ (title report?).
- C5: Provide a Basis of Bearing (and repeat on all applicable sheets).
- C6: Provide the Utility contact information include the names and phone numbers of persons representing those companies/agencies construction operations for this project.
- C7: Provide the Sheet Index showing the sheet title and sheet number of each sheet.

### **Sheet C-2 Grading and Drainage Plan**

- C8: Repeat the "Grading and Drainage Plan" title in the title block.
- C9: Repeat a recorded and referenced basis of bearing on this sheet.
- C10: Darken the property lines and add symbol in legend.
- C11: Delineate the limits of grading and indicate symbol in legend.
- C12: It is difficult to read a bearing and distance on the west of the property, please clearly label. Move the bearing and distance on Everett Avenue so that it is legible.
- C13: For Construction Note 14 provide a detail for each of the two driveways showing the TC/FL/BW/FS elevations around both of the driveway installations. Indicate width of driveways or provide stations for the limits of installation.
- C14: For the work in Everett Avenue and District Boulevard, delineate that this is being done by a separate encroachment permit and delineate the permit number on this sheet.
- C15: Delineate any found or set monuments or mechanisms for the property boundary to be readily retraced.

- C16: Delineate all easements for this property on this plan and that they are based on \_\_\_\_\_ (title report?).
- C17: Delineate name, address and phone number of Soils Engineer and Signature block for him/her to sign on this sheet.
- C18: For the adjacent property on the east and north of the property in question, please indicate the property information (APN's will be sufficient).
- C19: Delineate finished floor elevations of nearby buildings on adjacent properties if available.
- C20: Will there be any sewer (or any other utility requiring trenching) installed in this construction? Please delineate and detail.
- C21: For the Construction notes #15 proposed retaining wall, please delineate that this is being done by a separate building permit and delineate the permit numbers on this sheet.
- C22: Haul route-off site plan shall be submitted for review.
- C23: For the driveways being removed at Sta. 0+81.86 and 1+42.89 on Everette Avenue provide details delineating the new TC/FL/BW/FS elevations. Indicate width of driveways or provide stations for the limits of the curb and gutter and sidewalk installation.
- C24: Provide a distance from the northwest property corner to the 6' SCE Easement along the northerly property line.
- C25: For the construction note 25 in Everette Avenue provide the reference to the Fire Water Plans for this installation.
- C26: For the construction note 26 provide a detail on how this backflow will be placed on the sidewalk.
- C27: Provide FS elevations around the transformer and the trash enclosure at the northwest driveway.
- C28: For construction note 9 provide the 9/2/2020 Addendum Soil Report and a detail showing the driveway section with fibermesh, 8" concrete, base and compaction for this installation. Provide thickness for base and where the placement of the fibermesh should be.
- C29: For the construction note 16 at the north of the proposed building, this appears to be the discharge pipe for the sump pump. Provide a detail for the discharge point north of the construction note 18. Will this 4" pipe be above ground? Verify if this flow is to be discharged into the driveway and not directly to the BMP. Is this flow supposed to end up at the construction note 19 in the southeast corner of the property in question? Please clarify.
- C30: At the construction note 19 in the southwest corner of the property in question there is an invert elevation of 169.20 on the plan with an (out) designation. Is this the same 169.20 in the Stormtech Chambers Section below that shows the invert of the pipe going into the catch basin (in)? Please clarify.



- C31: This same construction note 19 (above) also has two construction notes 24 entering this catch basin and a construction note 20 exiting the same catch basin. How do the 12" pipe and two 6" pipes entering the catch basin and the 4" parkway drain exiting the catch basin interact and distribute flow? This was not in the LID report or the Hydraulic Calculations. Please clarify.
- C32: For the Stormtech Section, provide another diagram on how the flow comes from the roof drains to the sump pump to the BMP and exits the property to clarify. Delineate the discharge out of the BMP.
- C33: For the same construction note 19 (above) how does the flow from both the construction notes 28 and 29 sump pumps get to this catch basin per the Stormtech Section note. Please clarify.
- C34: For the construction note 21 in the east center of the BMP, how does this catch basin interact with the BMP and the sump pump (construction note 29) to the south? Please provide a detail and clarify.
- C35: Provide a detail for the construction note 20 with elevations and distances that delineates the installation and showing clearances as to not impact the adjacent neighbor.
- C36: In that same southeast corner of the property in question there appears to be walkway (?) adjacent to the same construction note 19 (above). Provide a detail with FS elevations to show this construction. If there is supposed to be landscaping on the two rectangles provide a plan reference as to how these will be installed.
- C37: For the over excavation line above District Boulevard clarify where the sidewalk and the landscaping are. Provide a reference for the landscaping installation.
- C38: For the construction note 6 in-between the existing and proposed buildings delineate the gas line and provide instructions for the contractor to cap (?) or request removal from the gas company.
- C39: For the driveway being removed at Sta. 1+14.72 on District Boulevard provide details delineating the new TC/FL/BW/FS elevations. Indicate width of driveways or provide stations for the limits of the curb and gutter and sidewalk installation.
- C40: Provide references for the Public Right-Of-Way work being done in District Boulevard and Everette Avenue and the Encroachment Permit Numbers.
- C41: Above the northeast corner of the existing building there is a shaded rectangle. Label what this is and provide a detail if necessary, to clarify.

### **Sheet C-3 Sections and Details**

- C42: For Section BB delineate District Boulevard on the left.
- C43: For Detail 19, there is an 8" pipe shown but on Sheet C-2 Stormtech Section it shows a 12" pipe. Please clarify.
- C44: For Detail 19, is the pipe exiting the catch basin being used as a recirculation pipe? Please clarify.
- C45: For Details 18 & 21, the note says to connect to the sump pump. Is that to receive or discharge to the sump pump? Please clarify.

### **Sheet C-4 Erosion Control Plan**

- C46: Repeat a recorded and referenced basis of bearing on this sheet.
- C47: Provide a silt fence and fiber rolls around the entire construction area (construction limits including toe of slopes on adjacent parcels) and indicate symbol in erosion control legend.
- C48: Indicate the silt fence symbol in erosion control legend.
- C49: Add a silt fence detail per CASQA guidelines.
- C50: Fill in the Project WDID number in the Stormwater Pollution Prevention Plan Wet Weather Erosion Control General Notes #2.
- C51: Provide a detail for the TC-1 or reference the specific detail in the CASQA guidelines. Verify that sediment will not escape from the device in the public right-of-way.
- C52: Incorporate the NPDES notes (attached) if not included in the notes shown.
- C53: Repeat WDID number on this sheet.

### **Sheet L-1 LID Plan**

- C54: Repeat a recorded and referenced basis of bearing on this sheet.
- C55: Repeat a physically set and recorded benchmark on this sheet.
- C56: Delineate all easements for this property on this plan and that they are based on \_\_\_\_\_ (title report?).
- C57: Repeat WDID number on this sheet.

### **Geotechnical Engineering Investigation Report dated 3/17/2020 by Quartech Consultants**

- C58: Provide pavement recommendations for the 8" concrete installation along with base type and thickness and compaction for the placement.

### **Hydraulic Calculations dated 8/21/2020 by Cal Land Engineering, Inc.**

- C59: Provide flow calculations on the hydrology relative to the BMP and its discharge.
- C60: Provide how the onsite drainage can be discharged to the Vernon storm drain system (closest catch basin) before being discharged to the LA River.

### **Low Impact Development Plan dated 7/02/2020 by Cal Land Engineering, Inc.**

- C61: Provide volume calculations on the hydrology generated onsite and how it flows through the BMP and is discharged and how it is discharged.

C62: Provide a Process and Instrumentation Diagram (P&ID) for how the BMP is supposed to work with the sump pumps and the discharge to a proper storm drain system. Show the path of the flow.

NPDES NOTES:

1. Construction site Best Management Practices (BMPs) for the management of storm water and non-stormwater discharges shall be documented on the grading plan. Arrangements shall be made by the developer to retain the SWPPP and/or the erosion/sediment control plan on the jobsite throughout the time of construction. The implementation and maintenance of site BMPs is required to minimize jobsite erosion and sedimentation. Arrangements shall be made by the developer to maintain those BMPs throughout the time of construction.
2. Erosion control BMPs shall be implemented and maintained to minimize the entrainment of soil in runoff from disturbed soil areas on construction sites.
3. Sediment control BMPs shall be implemented and maintained to minimize the transport of soil from the construction site.
4. Grading shall be phased to limit the amount of disturbed areas exposed to the extent feasible.
5. Areas that are cleared and graded shall be limited to only the portion of the site that is necessary for construction. The construction site shall be managed to minimize the exposure time of disturbed soil areas through phasing and scheduling of grading and the use of temporary and permanent soil stabilization.
6. Once disturbed, slopes (temporary or permanent) shall be stabilized if they will not be worked within 14 days. All slopes shall be stabilized prior to a predicted storm event. Construction sites shall be revegetated as early as feasible after soil disturbance.
7. Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
8. Construction sites shall be maintained in such a condition that a storm does not carry wastes or pollutants off the site. Discharges other than stormwater (non-stormwater discharges) are prohibited, except as authorized by an individual NPDES permit, the statewide General Permit-Construction Activity. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives, and asbestos fibers, paint flakes or stucco fragments; fuels, oils lubricants, and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from engine/equipment steam cleaning or chemical degreasing; wastes from street cleaning; and super-chlorinated potable water from line flushing and testing. During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, state and federal requirements.
9. Runoff from equipment and vehicle washing shall be contained at the construction site and must not be discharged to receiving waters or the local storm drain system.
10. Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities, or adjoining properties by wind or runoff.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

**Exhibit B: Pricing**

**(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)**

**I. Hourly Rates\*\*\***

A. Include titles and rates for all staff that could provide services under the contract.

1	Senior Engineer, P.E.	\$ 160/hr.
2	Associate Engineer (Optional)	\$ 110/hr.
3		\$
4		\$
5		\$
6		\$

\*\*\* Attach additional sheets as necessary.

**II. Pricing Terms and Conditions**

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR

**EXHIBIT C****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **TBD**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at [zarat@moval.org](mailto:zarat@moval.org). Calls should be directed to (951) 413-3139.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT D

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

Attachment: Consultant Agreement - Ladayu (6295 : AUTHORIZATION TO AWARD AGREEMENTS TO INTERWEST CONSULTING GROUP, HR



4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

DRAFT



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve Resolution No 2023-XX Adopting the Adjustment for the Solid Waste and Recycling Services as required by the Solid Waste and Recycling Franchise Agreement for FY 2023/24.

### **SUMMARY**

This staff report recommends the adoption of the adjustment for the Solid Waste and Recycling Services as required by the Solid Waste and Recycling Franchise Agreement for FY 2023/24.

### **DISCUSSION**

On April 19, 2022, Council approved the Third Amendment and Restatement of the Solid Waste and Recycling Franchise Agreement in order to comply with the State's Senate Bill 1383 Mandatory Organic Waste Disposal Reduction Legislation.

The City of Moreno Valley has an exclusive Franchise Agreement with USA Waste of California, Inc. for the collection and handling of solid waste, green waste, and recycling within the City (collectively, "solid waste"). Each year, the City Council reviews and considers for approval, as applicable, our waste haulers requested rates prior to those rates being assessed on the subsequent Fiscal Year's (i.e. FY 2023/24) solid waste bills.

Per Section 16 E of the Franchise Agreement, the annual adjustment shall be effective July 1st each year and shall consider the change of the CPI from March of the

preceding year to March of the year in review. The CPI adjustment shall be equal to the amount derived by multiplying the previous rate by (b) the percentage increase or decrease in the Consumer Price for all urban consumers within the Los Angeles - Anaheim - Riverside Metropolitan area (the CPI Index).

HF&H, the City's review consultant, has confirmed the adjustments are reasonable as described in the above referenced section of the agreement.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it is consistent with the terms of the Franchise Agreement.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it is not consistent with the terms of the Franchise Agreement.*

### **FISCAL IMPACT**

There are minimal impacts with this action.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Felicia London  
Purchasing & Sustainability Division Manager

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

### **CITY COUNCIL GOALS**

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

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

### **ATTACHMENTS**



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

- 1. Waste Management FY 2023/24 Rate Adjustment
- 2. Resolution 2023-XX

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/14/23 8:28 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/14/23 9:08 AM



WM  
17700 Indian St  
Moreno Valley, CA 92551

May 1, 2023

Felicia London, MPA  
Purchasing & Sustainability Division Manager  
Financial & Management Services  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Re: 2023/2024 Annual Rate Adjustment Request

Dear Ms. London,

We would like to take this opportunity to thank you and your staff in advance for your assistance with the rate adjustment process.

Pursuant to Section 16 of the franchise agreement, WM respectfully requests an adjustment of trash and recycling/processing rates to be effective July 1, 2023.

Attached for your review, is the Solid Waste and Recycling Rates that reflects the 2023-2024 rate adjustment along with the supporting Rate Adjustment Percentage Calculation data.

Should you need additional information or have any question regarding this year's annual rate adjustment, please contact me at (951) 415-4389. Thank you for your time.

Respectfully,

Douglas Tani  
Public Sector Manager  
WM

**Attachment 1**  
**City of Moreno Valley**  
**Solid Waste and Recycling Rates**  
**Effective July 1, 2023**

**Attachment: Waste Management FY 2023/24 Rate Adjustment (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)**

Commercial & Multi-Family Service (1)				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
1.5	1	\$ 119.43	\$ 5.14	\$ 124.57
1.5	2	\$ 214.91	\$ 9.20	\$ 224.11
1.5	3	\$ 304.54	\$ 12.98	\$ 317.51
1.5	4	\$ 391.31	\$ 16.63	\$ 407.94
1.5	5	\$ 483.81	\$ 20.55	\$ 504.36
1.5	6	\$ 573.42	\$ 24.33	\$ 597.75
2	1	\$ 138.65	\$ 5.92	\$ 144.57
2	2	\$ 249.62	\$ 10.57	\$ 260.19
2	3	\$ 353.60	\$ 14.91	\$ 368.50
2	4	\$ 454.40	\$ 19.10	\$ 473.50
2	5	\$ 561.85	\$ 23.59	\$ 585.44
2	6	\$ 665.81	\$ 27.93	\$ 693.73
3	1	\$ 177.07	\$ 7.47	\$ 184.53
3	2	\$ 318.71	\$ 13.32	\$ 332.02
3	3	\$ 451.68	\$ 18.77	\$ 470.45
3	4	\$ 580.68	\$ 24.04	\$ 604.72
3	5	\$ 717.65	\$ 29.67	\$ 747.33
3	6	\$ 850.61	\$ 35.13	\$ 885.74
4	1	\$ 225.56	\$ 9.48	\$ 235.04
4	2	\$ 406.15	\$ 16.90	\$ 423.04
4	3	\$ 575.60	\$ 23.81	\$ 599.40
4	4	\$ 740.06	\$ 30.49	\$ 770.55
4	5	\$ 914.51	\$ 37.63	\$ 952.14
4	6	\$ 1,084.00	\$ 44.54	\$ 1,128.54
6	1	\$ 284.70	\$ 11.76	\$ 296.46
6	2	\$ 515.08	\$ 21.04	\$ 536.12
6	3	\$ 732.26	\$ 29.72	\$ 761.98
6	4	\$ 943.40	\$ 38.12	\$ 981.52
6	5	\$ 1,166.67	\$ 47.08	\$ 1,213.75
6	6	\$ 1,383.80	\$ 55.75	\$ 1,439.55

Commercial Compactor Service				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
1.5	1	\$ 150.55	\$ 5.94	\$ 156.49
1.5	2	\$ 277.17	\$ 10.79	\$ 287.96
1.5	3	\$ 397.95	\$ 15.38	\$ 413.33
1.5	4	\$ 515.89	\$ 19.83	\$ 535.72
1.5	5	\$ 639.55	\$ 24.55	\$ 664.10
1.5	6	\$ 760.25	\$ 29.13	\$ 789.38
2	1	\$ 180.15	\$ 6.99	\$ 187.14
2	2	\$ 332.67	\$ 12.71	\$ 345.38
2	3	\$ 478.16	\$ 18.11	\$ 496.27
2	4	\$ 620.54	\$ 23.37	\$ 643.90
2	5	\$ 769.43	\$ 28.93	\$ 798.36
2	6	\$ 914.97	\$ 34.33	\$ 949.30
3	1	\$ 239.33	\$ 9.07	\$ 248.40
3	2	\$ 443.26	\$ 16.52	\$ 459.78
3	3	\$ 638.52	\$ 23.57	\$ 662.09
3	4	\$ 829.84	\$ 30.44	\$ 860.28
3	5	\$ 1,029.10	\$ 37.68	\$ 1,066.78
3	6	\$ 1,224.36	\$ 44.73	\$ 1,269.09
4	1	\$ 308.65	\$ 11.61	\$ 320.26
4	2	\$ 572.28	\$ 21.16	\$ 593.45
4	3	\$ 824.76	\$ 30.21	\$ 854.97
4	4	\$ 1,072.27	\$ 39.03	\$ 1,111.29
4	5	\$ 1,329.76	\$ 48.30	\$ 1,378.06
4	6	\$ 1,582.32	\$ 57.35	\$ 1,639.67

Commercial Organics				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
2	1	\$ 259.35	\$ 11.85	\$ 271.20
2	2	\$ 518.03	\$ 23.67	\$ 541.70
2	3	\$ 776.72	\$ 35.49	\$ 812.20
2	4	\$ 1,035.34	\$ 47.30	\$ 1,082.65
2	5	\$ 1,294.00	\$ 59.12	\$ 1,353.13
2	6	\$ 1,552.64	\$ 70.94	\$ 1,623.59
64 Gallon Cart	1	\$ 48.31	\$ 2.21	\$ 50.52
64 Gallon Cart	2	\$ 96.63	\$ 4.41	\$ 101.04
64 Gallon Cart	3	\$ 144.95	\$ 6.62	\$ 151.57
64 Gallon Cart	4	\$ 193.26	\$ 8.83	\$ 202.09
64 Gallon Cart	5	\$ 241.57	\$ 11.04	\$ 252.61
64 Gallon Cart	6	\$ 289.89	\$ 13.25	\$ 303.14

Commercial Misc Services				
	FY 2022/23		FY 2023/24	
	Proposed Rate	Rate Adjustment	Proposed Rate	Rate Adjustment
Temp bin service (up to 7 days)	\$ 158.65	\$ 7.25	\$ 165.90	
Temp bin service (30 days)	\$ 350.22	\$ 16.00	\$ 366.22	
Extra empty - first bin	\$ 63.83	\$ 2.92	\$ 66.74	
Extra empty - addl bins	\$ 27.37	\$ 1.25	\$ 28.62	
<u>Pull-out service per bin</u>				
0-15 feet	N/C		N/C	
16-35 feet	\$ 18.39	\$ 0.84	\$ 19.23	
36-50 feet	\$ 27.60	\$ 1.26	\$ 28.86	
Over 51 feet	\$ 36.82	\$ 1.68	\$ 38.50	
Locking container	\$ 46.01	\$ 2.10	\$ 48.11	
Restart fee	\$ 55.20	\$ 2.52	\$ 57.73	
Special bin/container lid	\$ 18.16	\$ 0.83	\$ 18.99	
Overage fees	\$ 63.86	\$ 2.92	\$ 66.78	
Bin exchange - over 1 per year	\$ 54.59	\$ 2.49	\$ 57.09	
Bin exchange - service level change	\$ 54.59	\$ 2.49	\$ 57.09	
Bulky item collection	\$ 20.47	\$ 0.94	\$ 21.40	
Set up fee	\$ 31.99	\$ 1.46	\$ 33.45	
Redelivery fee	\$ 63.99	\$ 2.92	\$ 66.91	
Commercial Recycle Contamination	\$ 75.00	\$ 3.43	\$ 78.43	(2)
Replacement Lock	\$ 29.49	\$ 1.35	\$ 30.84	
Replacement Key	\$ 5.90	\$ 0.27	\$ 6.17	
Haul or Call Fee	\$ 29.49	\$ 1.35	\$ 30.84	
Extra empty - Compactor	\$ 94.35	\$ 4.31	\$ 98.66	
AB341 Non compliance fee	\$ 17.70	\$ 0.81	\$ 18.51	

Roll off				
	FY 2022/23		FY 2023/24	
	Proposed Rate	Rate Adjustment	Proposed Rate	Rate Adjustment
Hauling fee	\$ 261.05	\$ 11.93	\$ 272.98	(3)
Compactor hauling fee	\$ 377.35	\$ 17.24	\$ 394.59	(3)
Monthly minimum pull fee	\$ 261.05	\$ 11.93	\$ 272.98	
Monthly minimum pull fee (compactor)	\$ 377.35	\$ 17.24	\$ 394.59	
Temporary flat fee (incl 4 tons)	\$ 472.92	\$ 27.48	\$ 500.40	(4)
Organics	\$ 642.75	\$ 29.37	\$ 672.11	(3)
C&D	\$ 506.09	\$ 23.12	\$ 529.21	(3)
Delivery	\$ 90.97	\$ 4.16	\$ 95.12	
Extra trip	\$ 90.97	\$ 4.16	\$ 95.12	
Relocation	\$ 90.97	\$ 4.16	\$ 95.12	
Set up fee	\$ 31.98	\$ 1.46	\$ 33.44	
Recycle Report Fee	\$ 29.47	\$ 1.35	\$ 30.82	

Recycling Bins				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
All Sizes	1	\$ 77.51	\$ 3.54	\$ 81.05 (5)
All Sizes	2	\$ 155.00	\$ 7.08	\$ 162.08 (5)
All Sizes	3	\$ 232.52	\$ 10.62	\$ 243.15 (5)
All Sizes	4	\$ 310.01	\$ 14.16	\$ 324.18 (5)
All Sizes	5	\$ 387.54	\$ 17.71	\$ 405.24 (5)
All Sizes	6	\$ 465.04	\$ 21.25	\$ 486.28 (5)
Extra empty		\$ 35.37	\$ 1.62	\$ 36.99

Residential Service				
	FY 2022/23		FY 2023/24	
	Proposed Rate	Rate Adjustment	Proposed Rate	Rate Adjustment
Recycling Material				
Offset	\$ -	\$ -	\$ -	
Single family rate	\$ 31.44	\$ 0.75	\$ 32.19	
Senior citizen discount rate	\$ 28.30	\$ 0.68	\$ 28.97	
Addl 35 gal solid waste container	\$ 5.52	\$ 0.08	\$ 5.60	
Addl 64 gal solid waste container	\$ 7.20	\$ (0.00)	\$ 7.20	(6)
Addl 64 gal organics container	N/C		N/C	
Addl 96 gal solid waste container	\$ 9.58	\$ (0.05)	\$ 9.53	
Addl 96 gal organics container	\$ 8.84	\$ 1.34	\$ 10.18	
Addl 96 gal recycle container	\$ 3.59	\$ 0.16	\$ 3.75	
Per bag charge	\$ 3.15	\$ 0.14	\$ 3.29	
Container changes over 1 per year	\$ 12.69	\$ 0.58	\$ 13.27	
Addl bulky item pick-up	\$ 20.47	\$ 0.94	\$ 21.41	(7)(8)
Curbside E-waste (over 3 free)	\$ 20.47	\$ 0.94	\$ 21.41	
Temporary bin service	\$ 158.67	\$ 7.25	\$ 165.92	
Temporary bin service	\$ 350.22	\$ 16.00	\$ 366.22	
Set up fee	\$ 15.36	\$ 0.70	\$ 16.06	
Contamination	\$ 15.00	\$ 0.69	\$ 15.69	

**Footnotes**  
(1) 1 Recycle Bin included with each Solid Waste Bin serviced 1 time per week service  
(2) Per P/U  
(3) + landfill  
(4) + landfill >4  
(5) Over 1 bin  
(6) Max one  
(7) minimum  
(8) In excess of one item per week





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Robert D. Hilton, Emeritus  
John W. Farnkopf, PE  
Laith B. Ezzet, CMC  
Richard J. Simonson  
Marva M. Sheehan, CPA  
Robert C. Hilton

June 6, 2023

Felicia London, MPA  
Purchasing & Sustainability Division Manager  
Financial & Management Services  
City of Moreno Valley  
14177 Frederick St.  
Moreno Valley, CA 92553

**Subject: Solid Waste Rate Adjustment Review – FY 2023/2024**

Dear Felicia London,

HF&H Consultants, LLC (HF&H) is pleased to present its findings in the review of Waste Management of the Inland Empire's (WM) fiscal year 2023-24 rate adjustment request for the City of Moreno Valley (City).

### Background

WM submitted its initial rate adjustment request to the City on early May 2023. The City retained HF&H to review WM's adjustment request, subject for approval by the City. HF&H met with WM on May 30, 2023 to clarify the methodology used in the rate adjustment. WM provided additional backup data for the commercial/multi-family adjustments, residential cart counts, and roll-off calculations. HF&H performed the following steps in completing the review of the rate adjustment application:

- Reviewed contractual requirements for WM's rate adjustment (see Attachment A);
- Reviewed rate calculations submitted by WM;
- Communicated with City and WM regarding any additional information required; and
- Updated rate adjustment calculations, as necessary.

### Findings

- HF&H reviewed WM's rate adjustment schedule and confirmed the calculations were mostly consistent with the prior year application. However, during the initial review, HF&H found that WM used a different Consumer Price Index (CPI) than was stated in the Third Amended and Restated Agreement signed in July 2022 (Agreement).

In the Agreement Series Title: All items in Los Angeles-Riverside-Orange County<sup>1</sup>, all urban consumers, not seasonally adjusted is stated as the agreed upon CPI index. In the current rate adjustment

<sup>1</sup>The CPI index currently available from the U.S. Bureau of Labor Statistics is Los Angeles-Long Beach-Anaheim.



Felicia London

June 6 2023

Page 2 of 4

proposal, WM used CPI, Series ID: CUURS49CSA0; Series Title: All items in Riverside-San Bernardino-Ontario, CA, all urban consumers, not seasonally adjusted.

In previous years the City and WM have agreed to use the Riverside-San Bernardino-Ontario, CA all consumers, not seasonally adjusted CPI index.

The accepted CPI used for calculation of the rates correspond to a 4.57% increase in the base rate and ancillary services, such as extra charges, delivery fees, and distance charge.

- The base rates for commercial/multi-family services, residential, and compactor fees include a base service charge and disposal component.

For commercial and multi-family accounts the base charge increased by the CPI index of 4.57%. The disposal component of the commercial and multi-family rate adjustment was calculated based on the percentage change in disposal charges from FY 2021-22 to FY 2022-23; this calculation accounted for the increase in both disposal tonnage and disposal gate fees. HF&H confirmed the disposal rate for Riverside County Landfills used by WM by confirming the rate as approved by Riverside County Ordinance No. 779.24. The disposal component corresponded to a 1.95% increase over the prior year rate adjustment.

Initially, HF&H calculated a 1.96% increase for the disposal component and WM calculated a 1.95% increase. We met with WM and confirmed the difference was due to rounding methodology in calculating the disposal gate fee. WM calculated the 2023 Riverside County Landfill disposal gate fee by multiplying the 2022 disposal gate fee by the percentage increase used to calculate the 2023 disposal gate fee. HF&H hard coded the 2023 disposal gate fee as approved by Riverside County. Both WM and HF&H had the same dollar amount, but the difference in inputs caused a slight difference in the rate increase calculation. The difference in inputs did not affect the proposed customer rates.

- For standard service residential rates, there is also a base charge and disposal component for solid waste and organics services. HF&H recalculated the rate based on the current Riverside County landfill Rates used by WM and confirmed the rates submitted from WM were calculated consistently with those of prior years.

WM used a blended rate for the organics disposal based on the tonnage processed at two facilities and the rates at those facilities. There is not language in the Agreement that specifies how the organics rate should be calculated. WM provided and HF&H confirmed that the blended rate was calculated as shown in the table below.



Felicia London  
 June 6 2023  
 Page 3 of 4

Facility	Tons from Apr 2022 - Mar 2023	Cost per Ton	% of Total Tons	% of Cost per Ton
Ecology Composting	32,535.54	\$ 88.66	82%	\$ 72.95
South Valley Compost	7,006.28	\$ 100.57	18%	\$ 17.82
<b>Total</b>	<b>39,541.82</b>	<b>N/A</b>	<b>100%</b>	<b>\$ 90.77</b>

- HF&H reviewed and confirmed that WM is calculating the total cart count to reflect the actual number of extra organics and extra solid waste carts. In a prior review, WM had been including customers with a single cart and customers with an extra cart in their total cart count. The total cart count used for the disposal adjustment was based on the total count for both solid waste and organics customers. Calculating the total cart count for solid waste and organics separately provides a more accurate disposal component for the rate.

Prior to 2022, WM adjusted extra residential solid waste and organics carts by a flat CPI adjustment and did not adjust the service and disposal component separately, as done for all other residential rates. In 2023, WM adjusted extra residential solid waste and organics carts by adjusting the service component by CPI and calculating the disposal/processing cost per gallon per week to adjust the disposal component based on the cart size of the extra container. The methodology used is noted below:

- To determine the disposal component, WM calculated the pounds per gallon per week of disposal for both solid waste and organics. This was used to determine the disposal/processing cost per gallon per week.
- To determine the service component, the rate was adjusted using the negotiated increase at the start of the new Agreement in 2022. The rate for FY 2022-23 included a disposal and service component, which provided the basis for the adjustment rate for this year.
- The base roll-off service includes the haul rate plus four (4) tons of disposal per haul. HF&H confirmed that the calculations WM used to calculate the change in the haul rate and the correct disposal rate for Riverside County Landfills were accurate.

**Recommendations**

- As the CPI indexes have changed, the City may want to consider memorializing the use of the Riverside-San Bernardino-Ontario, CA all consumers, not seasonally adjusted CPI index, in an Amendment or Memorandum of Understanding (MOU) to ensure the Agreement language is consistent with current practices.
- For future rate adjustment reviews, the City should request from WM all backup documentation used for the review including: tonnage reports for the prior year, the "Detail Increase" in excel format (in lieu of, or in addition to, the PDF provided), and the Commercial Multi-Family Current Methodology Breakdown excel file to confirm the commercial/multi-family rate adjustment. As the Agreement is

Attachment: Waste Management FY 2023/24 Rate Adjustment (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)



Felicia London  
June 6 2023  
Page 4 of 4

vague in the adjustment methodology, receipt of these documents will ensure that the adjustment calculations are consistent each year.

\* \* \* \*

HF&H appreciates the opportunity to be of service to the City and thanks WM staff for their cooperation throughout our review. Should you have any questions or concerns, please do not hesitate to reach out to Philip Mainolfi at (949) 504-5150 or pmainolfi@hfh-consultants.com.

Sincerely,  
HF&H CONSULTANTS, LLC

Philip Mainolfi  
Senior Project Manager

Rachel Adell  
Senior Associate

**Attachments**

- Attachment A – Rate Methodology
- Attachment B – Rate Adjustment Application

Attachment: Waste Management FY 2023/24 Rate Adjustment (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE RATE ADJUSTMENT FOR THE SOLID WASTE AND RECYCLING SERVICE PROVIDED BY USA WASTE OF CALIFORNIA, INC., A DELAWARE CORPORATION, DBA WASTE MANAGEMENT OF THE INLAND EMPIRE FOR FY 2023-24

WHEREAS, the City of Moreno Valley ("City") City Council has in the past approved and adopted the annual rate adjustment for the solid waste and recycling service provided by USA Waste of California, Inc., a Delaware corporation, dba Waste Management of the Inland Empire: and

WHEREAS, the adjustment is also needed to assist with cost increases associated with the cost of living adjustments from March 2022 to March 2023; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates for the collection, transportation, recycling, composting, and disposal of Solid Waste and construction debris and for providing temporary bin/roll-off services to commercial and residential premises within the boundaries of the city of Moreno Valley; and

WHEREAS, data supporting the estimated rate adjust been made available to the City Council and to the public; and

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

- 1. The attached FY 2023/24 rate sheet replaces the third amendment, as Exhibit "C", of the franchise agreement with USA Waste of California, Inc., a Delaware corporation, dba Waste Management of the Inland Empire.
- 2. The fees approved, increased, and established herein shall become effective July 1, 2023. Other fees include commercial organics, recycling bins, residential cart counts, and roll-off calculations. The primary fees are referenced below.

Attachment: Resolution 2023-XX (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)

City of Moreno Valley	Residential	Commercial Rates (Range*)
FY 17/18	\$22.68	\$107.68
FY 18/19	\$23.81	\$111.01
FY 19/20	\$24.33	\$113.88
FY 20/21	No Rate Increase	No Rate Increase
FY 21/22	No Rate Increase	No Rate Increase
FY 22/23	\$31.44	\$119.43
FY 23/24 (Proposed)	\$32.19	\$124.57

\* Based on Container Size (Smallest size once per week)

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Attachment: Resolution 2023-XX (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)

2  
Resolution No. 2023-XX  
Date Adopted: June 20, 2023

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Attachment: Resolution 2023-XX (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)

3  
Resolution No. 2023-XX  
Date Adopted: June 20, 2023



WM  
17700 Indian St  
Moreno Valley, CA 92551

May 1, 2023

Felicia London, MPA  
Purchasing & Sustainability Division Manager  
Financial & Management Services  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Re: 2023/2024 Annual Rate Adjustment Request

Dear Ms. London,

We would like to take this opportunity to thank you and your staff in advance for your assistance with the rate adjustment process.

Pursuant to Section 16 of the franchise agreement, WM respectfully requests an adjustment of trash and recycling/processing rates to be effective July 1, 2023.

Attached for your review, is the Solid Waste and Recycling Rates that reflects the 2023-2024 rate adjustment along with the supporting Rate Adjustment Percentage Calculation data.

Should you need additional information or have any question regarding this year's annual rate adjustment, please contact me at (951) 415-4389. Thank you for your time.

Respectfully,

Douglas Tani  
Public Sector Manager  
WM

Attachment: Resolution 2023-XX (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)



**Attachment 1**  
**City of Moreno Valley**  
**Solid Waste and Recycling Rates**  
**Effective July 1, 2023**

Commercial & Multi-Family Service (1)				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
1.5	1	\$ 119.43	\$ 5.14	\$ 124.57
1.5	2	\$ 214.91	\$ 9.20	\$ 224.11
1.5	3	\$ 304.54	\$ 12.98	\$ 317.51
1.5	4	\$ 391.31	\$ 16.63	\$ 407.94
1.5	5	\$ 483.81	\$ 20.55	\$ 504.36
1.5	6	\$ 573.42	\$ 24.33	\$ 597.75
2	1	\$ 138.65	\$ 5.92	\$ 144.57
2	2	\$ 249.62	\$ 10.57	\$ 260.19
2	3	\$ 353.60	\$ 14.91	\$ 368.50
2	4	\$ 454.40	\$ 19.10	\$ 473.50
2	5	\$ 561.85	\$ 23.59	\$ 585.44
2	6	\$ 665.81	\$ 27.93	\$ 693.73
3	1	\$ 177.07	\$ 7.47	\$ 184.53
3	2	\$ 318.71	\$ 13.32	\$ 332.02
3	3	\$ 451.68	\$ 18.77	\$ 470.45
3	4	\$ 580.68	\$ 24.04	\$ 604.72
3	5	\$ 717.65	\$ 29.67	\$ 747.33
3	6	\$ 850.61	\$ 35.13	\$ 885.74
4	1	\$ 225.56	\$ 9.48	\$ 235.04
4	2	\$ 406.15	\$ 16.90	\$ 423.04
4	3	\$ 575.60	\$ 23.81	\$ 599.40
4	4	\$ 740.06	\$ 30.49	\$ 770.55
4	5	\$ 914.51	\$ 37.63	\$ 952.14
4	6	\$ 1,084.00	\$ 44.54	\$ 1,128.54
6	1	\$ 284.70	\$ 11.76	\$ 296.46
6	2	\$ 515.08	\$ 21.04	\$ 536.12
6	3	\$ 732.26	\$ 29.72	\$ 761.98
6	4	\$ 943.40	\$ 38.12	\$ 981.52
6	5	\$ 1,166.67	\$ 47.08	\$ 1,213.75
6	6	\$ 1,383.80	\$ 55.75	\$ 1,439.55

Commercial Compactor Service				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
1.5	1	\$ 150.55	\$ 5.94	\$ 156.49
1.5	2	\$ 277.17	\$ 10.79	\$ 287.96
1.5	3	\$ 397.95	\$ 15.38	\$ 413.33
1.5	4	\$ 515.89	\$ 19.83	\$ 535.72
1.5	5	\$ 639.55	\$ 24.55	\$ 664.10
1.5	6	\$ 760.25	\$ 29.13	\$ 789.38
2	1	\$ 180.15	\$ 6.99	\$ 187.14
2	2	\$ 332.67	\$ 12.71	\$ 345.38
2	3	\$ 478.16	\$ 18.11	\$ 496.27
2	4	\$ 620.54	\$ 23.37	\$ 643.90
2	5	\$ 769.43	\$ 28.93	\$ 798.36
2	6	\$ 914.97	\$ 34.33	\$ 949.30
3	1	\$ 239.33	\$ 9.07	\$ 248.40
3	2	\$ 443.26	\$ 16.52	\$ 459.78
3	3	\$ 638.52	\$ 23.57	\$ 662.09
3	4	\$ 829.84	\$ 30.44	\$ 860.28
3	5	\$ 1,029.10	\$ 37.68	\$ 1,066.78
3	6	\$ 1,224.36	\$ 44.73	\$ 1,269.09
4	1	\$ 308.65	\$ 11.61	\$ 320.26
4	2	\$ 572.28	\$ 21.16	\$ 593.45
4	3	\$ 824.76	\$ 30.21	\$ 854.97
4	4	\$ 1,072.27	\$ 39.03	\$ 1,111.29
4	5	\$ 1,329.76	\$ 48.30	\$ 1,378.06
4	6	\$ 1,582.32	\$ 57.35	\$ 1,639.67

Commercial Organics				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
2	1	\$ 259.35	\$ 11.85	\$ 271.20
2	2	\$ 518.03	\$ 23.67	\$ 541.70
2	3	\$ 776.72	\$ 35.49	\$ 812.20
2	4	\$ 1,035.34	\$ 47.30	\$ 1,082.65
2	5	\$ 1,294.00	\$ 59.12	\$ 1,353.13
2	6	\$ 1,552.64	\$ 70.94	\$ 1,623.59
64 Gallon Cart	1	\$ 48.31	\$ 2.21	\$ 50.52
64 Gallon Cart	2	\$ 96.63	\$ 4.41	\$ 101.04
64 Gallon Cart	3	\$ 144.95	\$ 6.62	\$ 151.57
64 Gallon Cart	4	\$ 193.26	\$ 8.83	\$ 202.09
64 Gallon Cart	5	\$ 241.57	\$ 11.04	\$ 252.61
64 Gallon Cart	6	\$ 289.89	\$ 13.25	\$ 303.14

Commercial Misc Services				
	FY 2022/23		FY 2023/24	
	Proposed Rate	Rate Adjustment	Proposed Rate	Proposed Rate
Temp bin service (up to 7 days)	\$ 158.65	\$ 7.25	\$ 165.90	
Temp bin service (30 days)	\$ 350.22	\$ 16.00	\$ 366.22	
Extra empty - first bin	\$ 63.83	\$ 2.92	\$ 66.74	
Extra empty - addl bins	\$ 27.37	\$ 1.25	\$ 28.62	
<u>Pull-out service per bin</u>				
0-15 feet	N/C		N/C	
16-35 feet	\$ 18.39	\$ 0.84	\$ 19.23	
36-50 feet	\$ 27.60	\$ 1.26	\$ 28.86	
Over 51 feet	\$ 36.82	\$ 1.68	\$ 38.50	
Locking container	\$ 46.01	\$ 2.10	\$ 48.11	
Restart fee	\$ 55.20	\$ 2.52	\$ 57.73	
Special bin/container lid	\$ 18.16	\$ 0.83	\$ 18.99	
Overage fees	\$ 63.86	\$ 2.92	\$ 66.78	
Bin exchange - over 1 per year	\$ 54.59	\$ 2.49	\$ 57.09	
Bin exchange - service level change	\$ 54.59	\$ 2.49	\$ 57.09	
Bulky item collection	\$ 20.47	\$ 0.94	\$ 21.40	
Set up fee	\$ 31.99	\$ 1.46	\$ 33.45	
Redelivery fee	\$ 63.99	\$ 2.92	\$ 66.91	
Commercial Recycle Contamination	\$ 75.00	\$ 3.43	\$ 78.43	(2)
Replacement Lock	\$ 29.49	\$ 1.35	\$ 30.84	
Replacement Key	\$ 5.90	\$ 0.27	\$ 6.17	
Haul or Call Fee	\$ 29.49	\$ 1.35	\$ 30.84	
Extra empty - Compactor	\$ 94.35	\$ 4.31	\$ 98.66	
AB341 Non compliance fee	\$ 17.70	\$ 0.81	\$ 18.51	

Roll off				
	FY 2022/23		FY 2023/24	
	Proposed Rate	Rate Adjustment	Proposed Rate	Proposed Rate
Hauling fee	\$ 261.05	\$ 11.93	\$ 272.98	(3)
Compactor hauling fee	\$ 377.35	\$ 17.24	\$ 394.59	(3)
Monthly minimum pull fee	\$ 261.05	\$ 11.93	\$ 272.98	
Monthly minimum pull fee (compactor)	\$ 377.35	\$ 17.24	\$ 394.59	
Temporary flat fee (incl 4 tons)	\$ 472.92	\$ 27.48	\$ 500.40	(4)
Organics	\$ 642.75	\$ 29.37	\$ 672.11	(3)
C&D	\$ 506.09	\$ 23.12	\$ 529.21	(3)
Delivery	\$ 90.97	\$ 4.16	\$ 95.12	
Extra trip	\$ 90.97	\$ 4.16	\$ 95.12	
Relocation	\$ 90.97	\$ 4.16	\$ 95.12	
Set up fee	\$ 31.98	\$ 1.46	\$ 33.44	
Recycle Report Fee	\$ 29.47	\$ 1.35	\$ 30.82	

Recycling Bins				
Size	Service Frequency	FY 2022/23		FY 2023/24
		Proposed Rate	Rate Adjustment	Proposed Rate
All Sizes	1	\$ 77.51	\$ 3.54	\$ 81.05 (5)
All Sizes	2	\$ 155.00	\$ 7.08	\$ 162.08 (5)
All Sizes	3	\$ 232.52	\$ 10.62	\$ 243.15 (5)
All Sizes	4	\$ 310.01	\$ 14.16	\$ 324.18 (5)
All Sizes	5	\$ 387.54	\$ 17.71	\$ 405.24 (5)
All Sizes	6	\$ 465.04	\$ 21.25	\$ 486.28 (5)
Extra empty		\$ 35.37	\$ 1.62	\$ 36.99

Residential Service				
	FY 2022/23		FY 2023/24	
	Proposed Rate	Rate Adjustment	Proposed Rate	Proposed Rate
Recycling Material				
Offset	\$ -	\$ -	\$ -	
Single family rate	\$ 31.44	\$ 0.75	\$ 32.19	
Senior citizen discount rate	\$ 28.30	\$ 0.68	\$ 28.97	
Addl 35 gal solid waste container	\$ 5.52	\$ 0.08	\$ 5.60	
Addl 64 gal solid waste container	\$ 7.20	\$ (0.00)	\$ 7.20	(6)
Addl 64 gal organics container	N/C		N/C	
Addl 96 gal solid waste container	\$ 9.58	\$ (0.05)	\$ 9.53	
Addl 96 gal organics container	\$ 8.84	\$ 1.34	\$ 10.18	
Addl 96 gal recycle container	\$ 3.59	\$ 0.16	\$ 3.75	
Per bag charge	\$ 3.15	\$ 0.14	\$ 3.29	
Container changes over 1 per year	\$ 12.69	\$ 0.58	\$ 13.27	
Addl bulky item pick-up	\$ 20.47	\$ 0.94	\$ 21.41	(7)(8)
Curbside E-waste (over 3 free)	\$ 20.47	\$ 0.94	\$ 21.41	
Temporary bin service	\$ 158.67	\$ 7.25	\$ 165.92	
Temporary bin service	\$ 350.22	\$ 16.00	\$ 366.22	
Set up fee	\$ 15.36	\$ 0.70	\$ 16.06	
Contamination	\$ 15.00	\$ 0.69	\$ 15.69	

**Footnotes**  
(1) 1 Recycle Bin included with each Solid Waste Bin serviced 1 time per week service  
(2) Per P/U  
(3) + landfill  
(4) + landfill >4  
(5) Over 1 bin  
(6) Max one  
(7) minimum  
(8) In excess of one item per week

Attachment: Resolution 2023-XX (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)



590 Ygnacio Valley Road, Suite 105  
 Walnut Creek, California 94596  
 Telephone: 925/977-6950  
 www.hfh-consultants.com

Robert D. Hilton, Emeritus  
 John W. Farnkopf, PE  
 Laith B. Ezzet, CMC  
 Richard J. Simonson  
 Marva M. Sheehan, CPA  
 Robert C. Hilton

June 6, 2023

Felicia London, MPA  
 Purchasing & Sustainability Division Manager  
 Financial & Management Services  
 City of Moreno Valley  
 14177 Frederick St.  
 Moreno Valley, CA 92553

**Subject: Solid Waste Rate Adjustment Review – FY 2023/2024**

Dear Felicia London,

HF&H Consultants, LLC (HF&H) is pleased to present its findings in the review of Waste Management of the Inland Empire's (WM) fiscal year 2023-24 rate adjustment request for the City of Moreno Valley (City).

### Background

WM submitted its initial rate adjustment request to the City on early May 2023. The City retained HF&H to review WM's adjustment request, subject for approval by the City. HF&H met with WM on May 30, 2023 to clarify the methodology used in the rate adjustment. WM provided additional backup data for the commercial/multi-family adjustments, residential cart counts, and roll-off calculations. HF&H performed the following steps in completing the review of the rate adjustment application:

- Reviewed contractual requirements for WM's rate adjustment (see Attachment A);
- Reviewed rate calculations submitted by WM;
- Communicated with City and WM regarding any additional information required; and
- Updated rate adjustment calculations, as necessary.

### Findings

- HF&H reviewed WM's rate adjustment schedule and confirmed the calculations were mostly consistent with the prior year application. However, during the initial review, HF&H found that WM used a different Consumer Price Index (CPI) than was stated in the Third Amended and Restated Agreement signed in July 2022 (Agreement).

In the Agreement Series Title: All items in Los Angeles-Riverside-Orange County<sup>1</sup>, all urban consumers, not seasonally adjusted is stated as the agreed upon CPI index. In the current rate adjustment

<sup>1</sup>The CPI index currently available from the U.S. Bureau of Labor Statistics is Los Angeles-Long Beach-Anaheim.



Felicia London

June 6 2023

Page 2 of 4

proposal, WM used CPI, Series ID: CUURS49CSA0; Series Title: All items in Riverside-San Bernardino-Ontario, CA, all urban consumers, not seasonally adjusted.

In previous years the City and WM have agreed to use the Riverside-San Bernardino-Ontario, CA all consumers, not seasonally adjusted CPI index.

The accepted CPI used for calculation of the rates correspond to a 4.57% increase in the base rate and ancillary services, such as extra charges, delivery fees, and distance charge.

- The base rates for commercial/multi-family services, residential, and compactor fees include a base service charge and disposal component.

For commercial and multi-family accounts the base charge increased by the CPI index of 4.57%. The disposal component of the commercial and multi-family rate adjustment was calculated based on the percentage change in disposal charges from FY 2021-22 to FY 2022-23; this calculation accounted for the increase in both disposal tonnage and disposal gate fees. HF&H confirmed the disposal rate for Riverside County Landfills used by WM by confirming the rate as approved by Riverside County Ordinance No. 779.24. The disposal component corresponded to a 1.95% increase over the prior year rate adjustment.

Initially, HF&H calculated a 1.96% increase for the disposal component and WM calculated a 1.95% increase. We met with WM and confirmed the difference was due to rounding methodology in calculating the disposal gate fee. WM calculated the 2023 Riverside County Landfill disposal gate fee by multiplying the 2022 disposal gate fee by the percentage increase used to calculate the 2023 disposal gate fee. HF&H hard coded the 2023 disposal gate fee as approved by Riverside County. Both WM and HF&H had the same dollar amount, but the difference in inputs caused a slight difference in the rate increase calculation. The difference in inputs did not affect the proposed customer rates.

- For standard service residential rates, there is also a base charge and disposal component for solid waste and organics services. HF&H recalculated the rate based on the current Riverside County landfill Rates used by WM and confirmed the rates submitted from WM were calculated consistently with those of prior years.

WM used a blended rate for the organics disposal based on the tonnage processed at two facilities and the rates at those facilities. There is not language in the Agreement that specifies how the organics rate should be calculated. WM provided and HF&H confirmed that the blended rate was calculated as shown in the table below.



Felicia London

June 6 2023

Page 3 of 4

Facility	Tons from Apr 2022 - Mar 2023	Cost per Ton	% of Total Tons	% of Cost per Ton
Ecology Composting	32,535.54	\$ 88.66	82%	\$ 72.95
South Valley Compost	7,006.28	\$ 100.57	18%	\$ 17.82
<b>Total</b>	<b>39,541.82</b>	<b>N/A</b>	<b>100%</b>	<b>\$ 90.77</b>

- HF&H reviewed and confirmed that WM is calculating the total cart count to reflect the actual number of extra organics and extra solid waste carts. In a prior review, WM had been including customers with a single cart and customers with an extra cart in their total cart count. The total cart count used for the disposal adjustment was based on the total count for both solid waste and organics customers. Calculating the total cart count for solid waste and organics separately provides a more accurate disposal component for the rate.

Prior to 2022, WM adjusted extra residential solid waste and organics carts by a flat CPI adjustment and did not adjust the service and disposal component separately, as done for all other residential rates. In 2023, WM adjusted extra residential solid waste and organics carts by adjusting the service component by CPI and calculating the disposal/processing cost per gallon per week to adjust the disposal component based on the cart size of the extra container. The methodology used is noted below:

- To determine the disposal component, WM calculated the pounds per gallon per week of disposal for both solid waste and organics. This was used to determine the disposal/processing cost per gallon per week.
- To determine the service component, the rate was adjusted using the negotiated increase at the start of the new Agreement in 2022. The rate for FY 2022-23 included a disposal and service component, which provided the basis for the adjustment rate for this year.
- The base roll-off service includes the haul rate plus four (4) tons of disposal per haul. HF&H confirmed that the calculations WM used to calculate the change in the haul rate and the correct disposal rate for Riverside County Landfills were accurate.

### Recommendations

- As the CPI indexes have changed, the City may want to consider memorializing the use of the Riverside-San Bernardino-Ontario, CA all consumers, not seasonally adjusted CPI index, in an Amendment or Memorandum of Understanding (MOU) to ensure the Agreement language is consistent with current practices.
- For future rate adjustment reviews, the City should request from WM all backup documentation used for the review including: tonnage reports for the prior year, the "Detail Increase" in excel format (in lieu of, or in addition to, the PDF provided), and the Commercial Multi-Family Current Methodology Breakdown excel file to confirm the commercial/multi-family rate adjustment. As the Agreement is



Felicia London  
June 6 2023  
Page 4 of 4

vague in the adjustment methodology, receipt of these documents will ensure that the adjustment calculations are consistent each year.

\* \* \* \*

HF&H appreciates the opportunity to be of service to the City and thanks WM staff for their cooperation throughout our review. Should you have any questions or concerns, please do not hesitate to reach out to Philip Mainolfi at (949) 504-5150 or pmainolfi@hfh-consultants.com.

Sincerely,  
HF&H CONSULTANTS, LLC

Philip Mainolfi  
Senior Project Manager

Rachel Adell  
Senior Associate

**Attachments**

- Attachment A – Rate Methodology
- Attachment B – Rate Adjustment Application

Attachment: Resolution 2023-XX (6283 : USA WASTE OF CALIFORNIA, INC. FISCAL YEAR 2023/24 ADJUSTMENT)



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Jeremy Bubnick, Parks & Community Services Director

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVAL OF PUBLIC ART POLICY

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve the recommended Public Art Policy.

### **SUMMARY**

Staff recommends that the City Council approve the Public Art Policy as drafted. Private property art installations are not regulated by the Public Art Policy. Art on private property must only meet the requirements of municipal code.

### **DISCUSSION**

Staff researched several area city's policies and procedures and drafted a plan that best fits our city structure. The policy includes guidelines regarding submittal process, selection criteria, installation, deinstallation, and agreements. It further considers the role of the Arts Commission and calls for City Council to make the final decision on all public art on City of Moreno Valley property. Private property art installations are not regulated by the Public Art Policy. Art on private property must only meet the requirements of municipal code. The draft policy was approved by the Arts Commission on May 24, 2023 and was approved by the Parks and Community Services Subcommittee on June 6, 2023.

### **ALTERNATIVES**

1. Approve the recommended action as presented in this staff report.
2. Do not approve the recommended action as presented and provide direction to staff.

## **FISCAL IMPACT**

There is no direct impact to the General Fund.

## **NOTIFICATION**

Posting of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Jeremy Bubnick  
Parks and Community Services Director

Department Head Approval:  
Jeremy Bubnick  
Parks and Community Services Director

## **CITY COUNCIL GOALS**

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

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 1.5: Showcase Moreno Valley's unique assets.

Objective 5.1: Establish partnerships and volunteer programs with residents, business groups and service clubs to beautify our community.

## **ATTACHMENTS**

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



on the left hand

1. Public Art Policy

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:52 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:41 AM



# City of Moreno Valley

## Public Art Policy

### Introduction

The City Council of Moreno Valley has an interest in building a distinctive sense of place and pride in Moreno Valley. The City Council continues to support community identity by encouraging development and display of public art to promote the history, heritage, culture, and contemporary identity of Moreno Valley. The Moreno Valley Arts Commission is a local art agency appointed by the Moreno Valley City Council. Its mission is to enhance the quality of life by encouraging, promoting, and fostering artistic and cultural enrichment within the City of Moreno Valley.

### Definition of Public Art

“Public Art” is defined as artistic works created by artists as unique and original works located in a public space or facility and accessible to the public. Public Art includes works of a permanent or temporary nature. “Public Art” can be in the form of exhibit, performance, installation, integration of art and architecture, and a unique physical environment or feature that integrates art in the city. Eligible mediums include but are not limited to painting, mural, drawing, sculpture, photography, landscaping, water feature, components of a building, works of sound and/or light, and spoken word. Mass produced or standardized art, mechanical reproductions, or directional signage are not eligible mediums.

### Definition of Public Space

“Public Space” is defined as a space, which is easily accessible and clearly visible for public view; including but not limited to city facilities, parks, utility boxes, streets, and open spaces.

#### I. Collection

- A. Original works of art are eligible for submission as Public Art. Works of art by commercial entities are not eligible for submission of public art.
- B. All works of art shall be an original work of art, not a reproduction of another artist’s work.
- C. All works of art shall either be on a formal loan to the City or become the sole property of the city, per written Agreement.
- D. Selection of all art is at the sole discretion of the City Council.
- E. Works of art shall be specifically designed for the location and commensurate in scale with its surroundings. It must be durable, free from unsafe conditions and reasonable to maintain in terms of time and expense.

#### II. Criteria for the selection of Artwork

- A. Artwork must aesthetically enhance the public space or surrounding environment.

- B. Artwork must be of form and quality for public viewing.
- C. Artwork contributes to a sense of civic pride.
- D. Artwork addresses an aspect of the city's history and/or culture.
- E. Artwork must be family friendly and not disparaging toward the City of Moreno Valley and/or its residents.
- F. Artwork shall adhere to specifications as defined on the Call to Artist. The "Call to Artist" will include concept, the audience, technical requirements, requirements of artist's credentials, site information, the process for selection, sample contract, and financial obligations if applicable.
- G. Art and murals on private development will not be under the Art Commission purview but must comply with City Municipal Code.

### III. Selection of Artwork

- A. Method of selecting artworks may be based on open competition via a "Call for Artists," limited competition via specific invited parties, or specifically commissioned.
- B. Artist proposals shall be presented to the Arts Commission for review and recommendation to the City Council.
- C. The City Council has the sole discretion for the selection of works of art.

### IV. Installation

- A. Artist(s) selected shall be responsible for the following:
  - Not to infringe on any copyright and hold the City harmless for any copyright infringement.
  - Correct and/or revise without additional compensation all deficiencies.
  - Agree to contract terms with the City for the commissioned artwork.
  - Agree to market and/or reproduce after City's written agreement.
  - Agree to the installation plan from the City.
  - Agree to a general maintenance plan.
- B. City shall be responsible for the following:
  - Review of artwork for consideration of public safety.
  - Provide to artist the plan of installation.
  - Provide city liaison.
  - Provide stipends per agreement.

**V. Maintenance & Extraction**

- A. A written agreement shall occur between selected artist(s) and city as to the terms of maintenance to include but not limited to cleaning, lighting, repair of damage, and the expense of extraction of artwork.
- B. Extraction is at the sole discretion of the City Council. Reason for extraction may include but are not limited to:
- Safety to the public
  - Unreasonable/excessive maintenance
  - No longer suitable for the location
  - Significant adverse reaction from the public
  - Written request from the artist or designer
  - No longer compatible with the City's collection, standards, goals



## 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:** Jeremy Bubnick, Parks & Community Services Director

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVE ADJUSTED HOURS OF OPERATION AT THE  
 COTTONWOOD GOLF CENTER

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve the recommended adjusted hours of operation of the Cottonwood Golf Center to allow for improved maintenance.

### **SUMMARY**

Staff recommends that the City Council approve the recommended adjusted hours of operation of the Cottonwood Golf Center.

### **DISCUSSION**

Staff is recommending adjusting the hours of operation of the Cottonwood Golf Center by closing the golf course on Tuesdays to allow for the Parks Maintenance staff to perform proper maintenance. Currently, it is difficult for the maintenance crews to maintain the course to the proper standards with the course in full operation. Closing the course on Tuesdays will improve the playability and aesthetics of the course. Tuesdays are traditionally the slowest weekday for the course, and the closure will not have a negative financial impact. This item was on the agenda for the Parks, Community Services and Trails Committee agenda for the June 1, 2023 meeting.

### **ALTERNATIVES**

1. Approve the recommended action as presented in this staff report.

- 2. Do not approve the recommended action as presented and provide direction to staff.

**FISCAL IMPACT**

There is no direct impact to the General Fund.

**NOTIFICATION**

Posting of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeremy Bubnick  
Parks and Community Services Director

Department Head Approval:  
Jeremy Bubnick  
Parks and Community Services Director

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 5.5: Promote a healthy community and lifestyle.

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:45 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:46 AM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Kenneth Reichle, Chief of Police

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX LABORATORIES FOR TOXICOLOGY TESTING SERVICES (AGMT. NO. 2019-307)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the First Amendment to Agreement for Toxicology Testing Services with Bio-Tox Laboratories, and
2. Authorize the City Manager or his designee to execute future Agreements, subsequent extensions, and amendments, in accordance with the City's Procurement Administrative Procedure (AP #3.09) and pursuant to MC 3.12.260, Materials, Supplies and Equipment—Cooperative Purchasing, subject to the approval of the City Attorney, and provided sufficient funding is available within the City Council previously approved Operating Budget; and
3. Authorize an increase of \$500,000 to the not-to-exceed amount of \$400,000 of the Agreement with Bio-Tox Laboratories for a total of \$900,000 over the life of the Agreement.

### **SUMMARY**

This report recommends approval of the First Amendment to the Agreement for Bio-Tox Laboratories to conduct toxicology testing services as required during typical activities of the law enforcement function.

The County of Riverside contracts with Bio-Tox Laboratories for toxicology testing services, to include both blood and urine collection services. The City of Moreno Valley

participates in this contract through cooperative purchasing pursuant to 3.12.260, Materials, Supplies, and Equipment—Cooperative Purchasing.

## **DISCUSSION**

The Moreno Valley Police Department contracts with Bio-Tox Laboratories for toxicology tests as a result of typical law enforcement activities such as DUI enforcement, fatal collisions, child endangerment, sexual assaults, suspicious deaths, substance abuse and employee exposure to blood-borne pathogens.

The general authority of law enforcement to obtain evidence is covered under Article I, Section 13 of the California State Constitution. Law enforcement is obligated by state law to offer blood draws in the investigation of driving under the influence cases, per Section 23158 of the California Vehicle Code. Additionally, blood draws are a part of sex offender and arson registrant DNA collection under Section 296 of the California Penal Code. Furthermore, obtaining blood and / or urine samples is also an integral part of many non-driving-under-the-influence criminal investigations and can be requested for a variety of reasons.

The process of collecting such samples must meet all applicable laws and regulations for the collection of:

- a) Blood-alcohol content analysis
- b) Controlled substance content analysis
- c) DNA analysis
- d) For storage, later analysis, or to be a control sample

We anticipate that the charges for Bio-Tox Laboratories will not exceed \$100,000 per fiscal year.

## **ALTERNATIVES**

The City Council has the following alternatives:

1. Approve the recommended actions as presented in this staff report. *This alternative is recommended by staff as it maintains continuity of service with contracted law enforcement services and will allow for the collection of biological evidentiary material for the prosecution of criminal activity without interruption.*
2. Do not approve the recommended actions as presented in this staff report. *This alternative is not recommended by staff as it would negatively impact investigation services provided by contracted law enforcement services and would cause a significant interruption of the collection of biological evidentiary material for the prosecution of criminal activity.*

## **FISCAL IMPACT**



Funds are approved and available in the Moreno Valley Police Department's FY 2023/24 and FY 2024/25 General Fund Account No. 1010-60-65-40010-625099 in the amount of \$100,000 per fiscal year as this is a routine and anticipated expenditure. The budget request for FY 2025/26, FY 2026/27, and FY 2027/28 will be included as part of future biennial budget request submissions for those fiscal years.

## **NOTIFICATION**

The draft First Amendment to Agreement was sent to Bio-Tox Laboratories.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Shanna Palau  
Senior Contracts Analyst

Department Head Approval:  
Kenneth Reichle  
Police Chief

Concurred By:  
Launa Jimenez  
Financial Resources Division Manager

## **CITY COUNCIL GOALS**

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## **ATTACHMENTS**

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

1. 07.01.19 to 06.30.23\_Bio-tox\_Approved Contract
2. FY18-19 to FY27-28\_Bio-tox County Contract\_approved
3. First Amendment to Agreement - Bio-Tox Laboratories Inc - (06.06.23)

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:21 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:49 AM

City of Moreno Valley

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

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Bio-tox Laboratories, Inc., a Corporation**, with its principal place of business at **1965 Chicago Avenue, Suite C, Riverside, CA 92507**, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **forensics toxicology analysis** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **forensics toxicology analysis** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **forensics toxicology analysis** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. CONTRACTOR INFORMATION:**

Contractor's Name: Bio-tox Laboratories, Inc.  
 Address: 1965 Chicago Avenue #C  
 City: Riverside State: CA Zip: 92507  
 Business Phone: 951-341-9355 Fax No. 951-341-9359  
 Other Contact Number: \_\_\_\_\_  
 Business License Number: 0070911  
 Federal Tax I.D. Number: 33-0766246

**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.

Attachment: 07.01.19 to 06.30.23\_Bio-tox\_Approved Contract (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2019 to June 30, 2023. This Agreement may be terminated, by City with or without cause upon thirty (30) days written notice to Contractor/Vendor. City shall be responsible for payment of all services rendered and costs incurred by Contractor/Vendor prior to the termination date. Contractor/Vendor may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Contractor/Vendor's termination.

The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

### 3. **STANDARD TERMS AND CONDITIONS:**

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

substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Tracey Stangarone**.

- 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 **Tracey Stangarone, Business Manager**, 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

Attachment: 07.01.19 to 06.30.23\_Bio-tox\_ Approved Contract (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

(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 City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least thirty (30) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.



- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor’s time and materials charges under the Agreement. Such records, shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Bio-tox Laboratories, Inc.  
 1965 Chicago Avenue #C  
 Riverside, CA 92507  
 Attn: Tracey Stangarone

**City:**

City of Moreno Valley  
 14177 Frederick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552  
 Attn: Acting Chief of Police David Lelevier

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

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

Attachment: 07.01.19 to 06.30.23\_Bio-tox\_Approved Contract (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Bio-tox Laboratories, Inc.

BY: [Signature]  
Thomas M. DeSantis, City Manager

BY: [Signature]  
Tracey Stangarone

TITLE: Business Manager

JUN 05 2019

Date

5/20/19

Date

BY: [Signature]

TITLE: Secretary  
(Corporate Secretary)

5/20/19

Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

[Signature]  
Martin Koczanowicz, City Attorney

05.29.19

Date

RECOMMENDED FOR APPROVAL:

[Signature]  
David Lelevier, Acting Chief of Police

5/24/19

Date

Attachment: 07.01.19 to 06.30.23\_Bio-tox\_Approved Contract (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

## EXHIBIT A

### Scope of Service

**1.0 Response Time:** Acceptable response time from notification that a specimen is ready for pickup and delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered/mailed by the lab to the requesting agency. Please indicate lab response time for Officer Involved Shootings, STAT and Rush cases.

### **2.0 Licenses & Certification:**

- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist
- b. Supervisors of analyst, must be licensed by the California Department of Health Services in Clinical Toxicology; (or a Board Certified Forensic Toxicologist)
- c. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

**3.0 Experience:** Suppliers and agents of the laboratory must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

**4.0 Expert Witness:** The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. A board-certified toxicologist shall be available as necessary for courtroom testimony and coroner review, as well as consultations with agency staff.

### **5.0 Testing Procedures:**

- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle. Initial screening can be done by immunoassay; however, only gas chromatography/mass spectrometry (GC/MS) and Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) will be considered acceptable for confirmation testing.
- b. The service may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory). The secondary facility shall conform to the license and certification requirements of the primary laboratory.

c. The laboratory shall be approximately staffed to allow for STAT drug testing when requested by the agency. Results will be available to the agency with a reasonable turnaround time.

**6.0 Locations:** Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

- a. Riverside County Sheriff-Coroner Forensic Center West, Perris, CA
- b. Riverside County Sheriff-Coroner Forensic Center East, Indio, CA
- c. Riverside County Sheriff-Jail, Riverside, CA
- d. Riverside County Sheriff-Jail, Indio, CA
- e. Riverside County Sheriff-Jail, Southwest Justice Center, CA
- f. Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio/Thermal.
- g. Riverside County Sheriff-Jail, Southwest Justice Center, CA
- h. Riverside County Sheriff Contract Stations-Hemet and San Jacinto
- i. California Highway Patrol Office-Temecula Area
- j. California Highway Patrol Office-Beaumont Area
- k. California Highway Patrol Office-Indio Area
- l. California Highway Patrol Office-Riverside Area

**7.0 Special Considerations:** The proposal shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing if tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for a duration of two (2) years. Coroner's Office to be provided a list prior to disposal, to respond with any requests for sample return. Currently, the Riverside County Sheriff-Coroner performs approximately 1,400-1,500 autopsies per year and approximately 1,000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. Many decedents not requiring autopsy will be expected to have a toxicological workup.

**EXHIBIT B**

City's Responsibilities

1. To provide Contractor preserved biological specimens for testing. To be used for criminal prosecution.

## EXHIBIT C

### Terms of Payment

1. The Contractor's compensation shall not exceed \$100,000 per fiscal year, not to exceed \$400,000 over the total time-period of the Agreement unless modified by an Amendment signed by all parties.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Copies of invoices may be submitted to the Police Department at:

22850 Calle San Juan De Los Lagos  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

Questions can be directed to:

Dana Leggett (951) 486-6840 or Maggi Bollinger (951) 486-6712

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:



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

**Payment Provisions  
07/01/2019 to 06/30/2023**

Any price increases must be stated in a written amendment to this Agreement, as outlined in Riverside County Contract ID SHARC-96148-002-0623, Page 4, Section 3.2. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance reviewed in accordance with County Contract SHARC-96148-002-06/23. No retroactive price adjustments will be considered. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10.

#	TEST DESCRIPTION	Service Fee
	<b>ALCOHOL AND VOLATILES</b>	<b>Unit Cost</b>
1	ALCOHOL, URINE	\$ 42
2	ALCOHOL, VITREOUS	\$ 42
3	ALCOHOL, BLOOD	\$ 45
4	ALCOHOL, TISSUE	\$ 55
5	ALCOHOLIC BEVERAGE (including Pruno)	\$ 99
6	VOLATILES PANEL (ACETONE, ISOPROPANOL, METHANOL)	\$ 99
	<b>BARBITURATES PANEL, LC/MS/MS</b>	
7	<b>BARBITURATE CONFIRMATION, LC/MS/MS</b>	\$ 125
	BUTALBITAL	
	PHENOBARBITAL	
	PENTOBARBITAL/AMOBARBITAL	
	SECOBARBITAL	
	<b>BENZODIAZEPINES PANEL, LC/MS/MS</b>	
8	<b>BENZODIAZEPINES CONFIRMATION, LC/MS/MS</b>	\$ 155
	7-AMINOCLONAZEPAM	
	ALPRAZOLAM	
	AMINOFLUNITRAZEPAM	
	BROMAZEPAM	
	CHLORDIAZEPOXIDE	
	CLOBAZAM	
	CLONAZEPAM	
	CLONAZOLAM	
	DELORAZEPAM	
	DESALKYLFLURAZEPAM	
	DIAZEPAM	
	DICLAZEPAM	
	ESTAZOLAM	
	ETIZOLAM	
	FLUBROMAZEPAM	
	FLUBROMAZOLAM	
FLUNITRAZEPAM		
FLURAZEPAM		

Attachment: 07.01.19 to 06.30.23\_Bio-tox\_ Approved Contract (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

	HYDROXALPRAZOLAM	
	HYDROXYTRIAZOLAM	
	LORAZEPAM	
	MIDAZOLAM	
	NORCHLORDIAZEPOXIDE	
	NORDIAZEPAM	
	OXAZEPAM	
	PHENAZEPAM	
	PYRAZOLAM	
	TEMAZEPAM	
	TRIAZOLAM	
	<b>CANNABINOIDS CONFIRMATION, LC/MS/MS</b>	
9	CANNABINOIDS CONFIRMATION, LC/MS/MS	\$ 95
	DELTA-9-THC	
	11-HYDROXY-DELTA-9-THC	
	11-CARBOXY-DELTA-9-THC	
	<b>COCAINE CONFIRMATION, LC/MS/MS</b>	
10	COCAINE CONFIRMATION, LC/MS/MS	\$ 75
	COCAINE	
	BENZOYLECGONINE	
	COCAETHYLENE	
	<b>CORONER DRUG SCREEN PANELS PLUS ALCOHOL</b>	
11	COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS) - OVER 200 DRUGS DETECTABLE	\$ 125
12	COMPREHENSIVE PANEL DRUG SCREEN (TISSUE) - OVER 200 DRUGS DETECTABLE	\$ 135
13	CORONER PANEL DRUG SCREEN (BLOOD OR VITREOUS)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	\$ 75
14	CORONER PANEL DRUG SCREEN (TISSUE)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	\$ 85
	<b>OTHER DRUG SCREENS</b>	
15	DRUGS OF ABUSE SCREEN-BENZODIAZEPINES, COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP, THC (ANTEMORTEM CASES ONLY)	\$ 42

16	10-PANEL DRUG SCREEN-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM (ANTEMORTEM CASES ONLY)	\$	65
17	AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
18	AMPHETAMINES SCREEN, TISSUE	\$	25
19	BENZODIAZEPINES SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
20	BENZODIAZEPINES SCREEN (TISSUE)	\$	25
21	CANNABINOIDS SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
22	CANNABINOIDS SCREEN (TISSUE)	\$	25
23	COCAINE METABOLITE SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
24	COCAINE METABOLITE SCREEN (TISSUE)	\$	25
25	DESIGNER STIMULANT SCREEN (URINE, BLOOD OR VITREOUS)	\$	125
26	DESIGNER STIMULANT SCREEN (TISSUE)	\$	135
27	LSD SCREEN (BLOOD OR VITREOUS)	\$	75
28	OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
29	OPIATES SCREEN (TISSUE)	\$	25
30	PHENCYCLIDINE SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
31	<b>AMPHETAMINES CONFIRMATION, LC/MS/MS</b>		
	AMPHETAMINES CONFIRMATION, LC/MS/MS	\$	75
	METHAMPHETAMINE		
	AMPHETAMINE		
	METHYLENEDIOXYAMPHETAMINE (MDA)		
	METHYLENEDIOXYMETHAMPHETAMINE (MDMA)		
	MDEA		
32	<b>OPIATES CONFIRMATION, LC/MS/MS</b>		
	OPIATES CONFIRMATION, LC/MS/MS	\$	89
	MORPHINE		
	CODEINE		
	OXYCODONE		
	HYDROCODONE		
	HYDROMORPHONE		
	OXYMORPHONE		
6-MONOACETYLMORPHINE			
	<b>PHENCYCLIDINE CONFIRMATION, LC/MS/MS</b>		
33	PHENCYCLIDINE, LC/MS/MS	\$	39
	<b>OTHER DRUGS (AND/OR METABOLITE), LC/MS/MS</b>		
34	ACETAMINOPHEN	\$	99

35	ALBUTEROL	\$	99
36	AMTRIPTYLINE	\$	99
37	ATENOLOL	\$	99
38	BENZTROPINE	\$	99
39	BROMPHENIRAMINE	\$	99
40	BUPRENORPHINE	\$	99
41	BUPROPION	\$	125
42	BUSPIRONE	\$	99
43	CARBAMAZEPINE	\$	99
44	CARISOPRODOL	\$	99
45	CHLORPHENIRAMINE	\$	99
46	CHLORPROMAZINE	\$	99
47	CITALOPRAM/ESCITALOPRAM	\$	99
48	CLONIDINE	\$	99
49	CYCLOBENZAPRINE	\$	99
50	DEXTROMETHORPHAN	\$	99
51	DIPHENHYDRAMINE	\$	99
52	DOXEPIN	\$	99
53	DOXYLAMINE	\$	99
54	DULOXETINE	\$	99
55	FENTANYL	\$	99
56	FLUOXETINE	\$	99
57	GABAPENTIN	\$	125
58	GAMMA-HYDROXYBUTYRATE	\$	199
59	HALOPERIDOL	\$	99
60	HYDROXYZINE	\$	99
61	KETAMINE	\$	99
62	LAMOTRIGINE	\$	99
63	LEVETIRACETAM	\$	99
64	LEVORPHANOL	\$	99
65	LIDOCAINE	\$	99
66	MECLIZINE	\$	99
67	MEPERIDINE	\$	99
68	METHADONE	\$	99
69	METHOCARBAMOL	\$	99
70	MIRTAZAPINE	\$	99
71	NALOXONE	\$	99
72	OLANZAPINE	\$	99
73	OXCARBAZEPINE	\$	99

74	PAROXETINE	\$	99
75	PHENAZEPAM	\$	99
76	PHENTERMINE	\$	99
77	PHENYTOIN	\$	125
78	PRIMIDONE	\$	99
79	PROMETHAZINE	\$	99
80	PROPRANOLOL	\$	99
81	PSEUDOEPHEDRINE	\$	99
82	QUETIAPINE	\$	99
83	RISPERIDONE	\$	99
84	SERTRALINE	\$	99
85	TOPIRAMATE	\$	125
86	TRAMADOL	\$	99
87	TRAZODONE	\$	99
88	VENLAFAXINE	\$	99
89	ZOLPIDEM	\$	99
	<b>SPECIAL FEES</b>		
90	BIOHAZARD WASTE FEE	\$	1
91	CAPITATION CORONER PANEL	\$	475
92	CAPITATION COMPREHENSIVE PANEL	\$	675
93	CAPITATION CORONER REVIEW	\$	875
94	CHAIN OF CUSTODY-storage only per sample; no testing; antemortem	\$	15
95	CHAIN OF CUSTODY-storage only per sample; no testing; post mortem	\$	15
96	HANDLING, SHIPPING & SPECIAL CARE		at cost
97	LEAKING SAMPLE	\$	25
98	MATRIX EFFECT-Unsuccessful quantitative analysis due to unusual problems with submitted sample.	\$	150
99	NAME DISCREPANCY	\$	19
100	RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case		no charge
101	STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	\$	75
102	SAMPLE RETURN	\$	25
103	STAT FEE, PER TEST-24 to 48 hours turnaround time	\$	200
104	TISSUE PREPARATION	\$	50
105	TRIP CHARGE	\$	25

Note: \*Capitation fees only include drugs tested by Bio-Tox and are inclusive of the coroner panel or comprehensive panel drugs (i.e. bath salts and GHB are not included). Fee does not include tissue prep fees, chain of custody samples, or tests done after initial receipt. Notes: Drugs listed are subject to review and change as deemed necessary by laboratory management. Testimony fees will be billed to the District Attorney directly, not to Riverside County Sheriff's Department.

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.48  
(ID # 7594)

MEETING DATE:  
Tuesday, July 31, 2018

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve and Execute the Agreement with Bio-Tox Laboratories, Inc., for Toxicology Services for Sheriff's Coroner for Ten Years and Authorize the Chairman to Sign the Agreement, [All Districts]; [\$650,000 Annually]; [\$6,500,000 Over Ten Years; Up to 650,000 in Additional Compensation]; 100% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Service Agreement with Bio-Tox Laboratories, Inc. for toxicology services for a total aggregate amount of \$3,250,000 over five years, with the option to renew for an additional five years, renewable in one-year increments and authorize the Chairman of the Board of Supervisors to execute said Agreement on behalf of the County, and;
2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provision that do not exceed the annual CPI rates and the ten (10) percent annually.

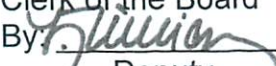
ACTION:

 Will Taylor, Director of Administration 7/19/2018  Ryan Carter, Principal Management Analyst 7/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez  
 Nays: None  
 Absent: Ashley  
 Date: July 31, 2018  
 xc: Sheriff, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Attachment: FY18-19 to FY27-28\_Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 650,000	\$ 650,000	\$ 6,500,000	\$ 0
<b>NET COUNTY COST</b>	\$ 650,000	\$ 650,000	\$ 6,500,000	\$ 0
<b>SOURCE OF FUNDS: 100% General Fund</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: FY18/19-27/28</b>	

**C.E.O. RECOMMENDATION:** Approve  
BR# 19-002

**BACKGROUND:**

**Summary**

Coroner cases require toxicology testing to determine the level of chemical substance in bodily fluids and in various organs for determining the mode, manner, and cause of death. In many instances, the cause of death is determined solely by toxicology test results. Additionally, many criminal cases require testing of those suspected of being under the influence of drugs and/or alcohol. Changing trends in drugs have resulted in the need to broaden toxicology testing. Increased toxicology testing panels are required to capture deaths related to opioid use, which include testing for Fentanyl. The increase of the use of obscure chemicals to commit suicide require specialized testing to determine cause of death. In 2017, the Coroner had 14,826 cases and based on the department 5-year trend, the County has experienced an average of 5% increases on their case load.

**Impact on Residents and Businesses**

The toxicology reports provide support for the determination of cause of death and support criminal cases requiring testing of those suspected of being under the influence of drugs or alcohol. The citizens benefit by having a forensic evidence used to solve criminal cases and determine cause of death.

**Contract History and Price Reasonableness**

County Purchasing and Fleet Services, on behalf of the Sheriff's Department, released a Request for Proposal (RFP) # SHARC 364, soliciting a proposal for toxicology testing services. The proposal was advertised on publicpurchase.com in which twenty-six (26) vendors were invited to participate in the bid, eighteen (18) vendors downloaded the bid, and two (2) vendors submitted their responses to the RFP. The proposals were reviewed by the evaluation team consisting of Sheriff's Coroner, and each bid response was evaluated based on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and ability provide all the lab services and meet service timeframe, reference, and financial, and overall compliance with the RFP. It was determined that Bio-Tox Laboratories, Inc., a local County vendor, is the lowest, most responsive responsible bidder that can meet all the County requirements.

Attachment: FY18-19 to FY27-28\_Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 650,000	\$ 650,000	\$ 6,500,000	\$ 0
NET COUNTY COST	\$ 650,000	\$ 650,000	\$ 6,500,000	\$ 0
SOURCE OF FUNDS: 100% General Fund			Budget Adjustment:	No
			For Fiscal Year: FY18/19-27/28	

C.E.O. RECOMMENDATION: Approve  
BR# 19-002

**BACKGROUND:**

**Summary**

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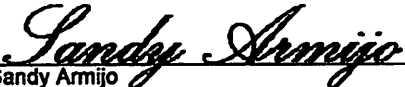

Attachment: FY18-19 to FY27-28\_Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

Based on the number of cases from the prior fiscal year, the Department is requesting for an annual aggregate amount of \$650,000.

**Attachment**

Professional Service Agreement – 4 copies

 _____ Sandy Armijo 7/17/2018	 _____ Paul A. Angulo, County Auditor-Controller 7/18/2018
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 _____ Teresa Summers, Director of Purchasing 7/19/2018	 _____ Gregory P. Priapos, Director County Counsel 7/17/2018
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Attachment: FY18-19 to FY27-28\_Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

**PROFESSIONAL SERVICE AGREEMENT**

for

**TOXICOLOGY SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**BIO-TOX LABORATORIES**



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Attachment: FY18-19 to FY27-28\_Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between BIO-TOX LABORATORIES, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective on July 1, 2018 and continues in effect through June 30, 2023, with the option to renew for an additional five (5) years, renewable in one-year increments, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed six hundred fifty thousand dollars (\$650,000) annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff-Coroner Department  
Attn: Accounting Unit  
800 S. Redlands Ave.  
Perris, CA 92570

- a) Each invoice shall contain a minimum of the following information (if applicable): invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-96148-002-06/23); quantities; item/service descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on

the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.



5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## 6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

## 7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## 8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## 9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### 11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

**17. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Sheriff’s Department  
4095 Lemon Street, 3rd Flr.  
Riverside, CA 92501

**CONTRACTOR**

Bio-Tox Laboratories, Inc.  
1965 Chicago, Avenue #C  
Riverside, CA 92501

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under “Employment Development Department” or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

21. **Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively

hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.



**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have

the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


Attachment: FY18-19 to FY27-28\_Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

BIO-TOX LABORATORIES, INC., a California corporation

By:   
Chuck Washington, Chairman  
Board of Supervisors

By:   
Name: Tracy Stangorone  
Title: Business Manager

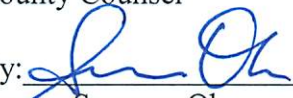
Dated: 7/31/2018

Dated: 7/13/18

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

Attachment: FY18-19 to FY27-28 Bio-tox County Contract\_approved (6305 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH BIO-TOX

JUL 31 2018

**EXHIBIT A**  
**SCOPE OF SERVICES**

- A. Response Time:** Acceptable response time from notification that a specimen is ready for pickup and delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered/mailed by the lab to the requesting agency. Please indicate lab response time for Officer Involved Shootings, STAT and Rush cases.
- B. Licenses & Certification:**
- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist
  - b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology; (or a Board Certified Forensic Toxicologist)
  - c. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).
- C. Experience:** Suppliers and agents of the laboratory must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.
- D. Expert Witness:** The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. A board-certified toxicologist shall be available as necessary for courtroom testimony and coroner review, as well as consultations with agency staff.
- E. Testing Procedures:**
- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle. Initial screening can be done by immunoassay; however, only gas chromatography/mass spectrometry (GC/MS) and Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) will be considered acceptable for confirmation testing.
  - b. The service may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory). The secondary facility shall conform to the license and certification requirements of the primary laboratory.
  - c. The laboratory shall be approximately staffed to allow for STAT drug testing when requested by the agency. Results will be available to the agency with a reasonable turnaround time.

- F. Locations:** Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.
- a. Riverside County Sheriff-Coroner Forensic Center West, Perris, CA
  - b. Riverside County Sheriff-Coroner Forensic Center East, Indio, CA
  - c. Riverside County Sheriff-Jail, Riverside, CA
  - d. Riverside County Sheriff-Jail, Indio, CA
  - e. Riverside County Sheriff-Jail, Southwest Justice Center, CA
  - f. Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio/Thermal.
  - g. Riverside County Sheriff-Jail, Southwest Justice Center, CA
  - h. Riverside County Sheriff Contract Stations-Hemet and San Jacinto
  - i. California Highway Patrol Office-Temecula Area
  - j. California Highway Patrol Office-Beaumont Area
  - k. California Highway Patrol Office-Indio Area
  - l. California Highway Patrol Office-Riverside Area
- G. Special Considerations:** The proposal shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing if tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for a duration of **two (2) years**. Coroner's Office to be provided a list prior to disposal, to respond with any requests for sample return. Currently, the Riverside County Sheriff-Coroner performs approximately 1,400-1,500 autopsies per year and approximately 1,000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. Many decedents not requiring autopsy will be expected to have a toxicological workup.

**EXHIBIT B**  
**PAYMENT PROVISIONS**

#	TEST DESCRIPTION	Service Fee
	<b>ALCOHOL AND VOLATILES</b>	Unit Cost
1	ALCOHOL, URINE	\$ 42
2	ALCOHOL, VITREOUS	\$ 42
3	ALCOHOL, BLOOD	\$ 45
4	ALCOHOL, TISSUE	\$ 55
5	ALCOHOLIC BEVERAGE (including Pruno)	\$ 99
6	VOLATILES PANEL (ACETONE, ISOPROPANOL, METHANOL)	\$ 99
	<b>BARBITURATES PANEL, LC/MS/MS</b>	
7	<b>BARBITURATE CONFIRMATION, LC/MS/MS</b>	\$ 125
	BUTALBITAL	
	PHENOBARBITAL	
	PENTOBARBITAL/AMOBARBITAL	
	SECOBARBITAL	
	<b>BENZODIAZEPINES PANEL, LC/MS/MS</b>	
8	<b>BENZODIAZEPINES CONFIRMATION, LC/MS/MS</b>	\$ 155
	7-AMINOCLONAZEPAM	
	ALPRAZOLAM	
	AMINOFLUNITRAZEPAM	
	BROMAZEPAM	
	CHLORDIAZEPOXIDE	
	CLOBAZAM	
	CLONAZEPAM	
	CLONAZOLAM	
	DELORAZEPAM	
	DESALKYLFLURAZEPAM	
	DIAZEPAM	
	DICLAZEPAM	
	ESTAZOLAM	
	ETIZOLAM	
	FLUBROMAZEPAM	
	FLUBROMAZOLAM	
	FLUNITRAZEPAM	
	FLURAZEPAM	



	HYDROXALPRAZOLAM	
	HYDROXYTRIAZOLAM	
	LORAZEPAM	
	MIDAZOLAM	
	NORCHLORDIAZEPOXIDE	
	NORDIAZEPAM	
	OXAZEPAM	
	PHENAZEPAM	
	PYRAZOLAM	
	TEMAZEPAM	
	TRIAZOLAM	
	<b>CANNABINOIDS CONFIRMATION, LC/MS/MS</b>	
9	<b>CANNABINOIDS CONFIRMATION, LC/MS/MS</b>	\$ 95
	DELTA-9-THC	
	11-HYDROXY-DELTA-9-THC	
	11-CARBOXY-DELTA-9-THC	
	<b>COCAINE CONFIRMATION, LC/MS/MS</b>	
10	<b>COCAINE CONFIRMATION, LC/MS/MS</b>	\$ 75
	COCAINE	
	BENZOYLECGONINE	
	COCAETHYLENE	
	<b>CORONER DRUG SCREEN PANELS PLUS ALCOHOL</b>	
11	COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS) - OVER 200 DRUGS DETECTABLE	\$ 125
12	COMPREHENSIVE PANEL DRUG SCREEN (TISSUE) - OVER 200 DRUGS DETECTABLE	\$ 135
13	CORONER PANEL DRUG SCREEN (BLOOD OR VITREOUS)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	\$ 75
14	CORONER PANEL DRUG SCREEN (TISSUE)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	\$ 85
	<b>OTHER DRUG SCREENS</b>	
15	DRUGS OF ABUSE SCREEN-BENZODIAZEPINES, COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP, THC (ANTEMORTEM CASES ONLY)	\$ 42

16	10-PANEL DRUG SCREEN-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM (ANTEMORTEM CASES ONLY)	\$	65
17	AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
18	AMPHETAMINES SCREEN, TISSUE	\$	25
19	BENZODIAZEPINES SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
20	BENZODIAZEPINES SCREEN (TISSUE)	\$	25
21	CANNABINOIDS SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
22	CANNABINOIDS SCREEN (TISSUE)	\$	25
23	COCAINE METABOLITE SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
24	COCAINE METABOLITE SCREEN (TISSUE)	\$	25
25	DESIGNER STIMULANT SCREEN (URINE, BLOOD OR VITREOUS)	\$	125
26	DESIGNER STIMULANT SCREEN (TISSUE)	\$	135
27	LSD SCREEN (BLOOD OR VITREOUS)	\$	75
28	OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
29	OPIATES SCREEN (TISSUE)	\$	25
30	PHENCYCLIDINE SCREEN (URINE, BLOOD OR VITREOUS)	\$	19
	<b>AMPHETAMINES CONFIRMATION, LC/MS/MS</b>		
	<b>AMPHETAMINES CONFIRMATION, LC/MS/MS</b>	\$	75
	METHAMPHETAMINE		
	AMPHETAMINE		
	METHYLENEDIOXYAMPHETAMINE (MDA)		
	METHYLENEDIOXYMETHAMPHETAMINE (MDMA)		
	MDEA		
	BETA-PHENETHYLAMINE		
	<b>OPIATES CONFIRMATION, LC/MS/MS</b>		
	<b>OPIATES CONFIRMATION, LC/MS/MS</b>	\$	89
	MORPHINE		
	CODEINE		
	OXYCODONE		
	HYDROCODONE		
	HYDROMORPHONE		
	OXYMORPHONE		
	6-MONOACETYLMORPHINE		
	<b>PHENCYCLIDINE CONFIRMATION, LC/MS/MS</b>		
33	<b>PHENCYCLIDINE, LC/MS/MS</b>	\$	39
	<b>OTHER DRUGS (AND/OR METABOLITE), LC/MS/MS</b>		
34	ACETAMINOPHEN	\$	99

35	ALBUTEROL	\$	99
36	AMITRIPTYLINE	\$	99
37	ATENOLOL	\$	99
38	BENZTROPINE	\$	99
39	BROMPHENIRAMINE	\$	99
40	BUPRENORPHINE	\$	99
41	BUPROPION	\$	125
42	BUSPIRONE	\$	99
43	CARBAMAZEPINE	\$	99
44	CARISOPRODOL	\$	99
45	CHLORPHENIRAMINE	\$	99
46	CHLORPROMAZINE	\$	99
47	CITALOPRAM/ESCITALOPRAM	\$	99
48	CLONIDINE	\$	99
49	CYCLOBENZAPRINE	\$	99
50	DEXTROMETHORPHAN	\$	99
51	DIPHENHYDRAMINE	\$	99
52	DOXEPIN	\$	99
53	DOXYLAMINE	\$	99
54	DULOXETINE	\$	99
55	FENTANYL	\$	99
56	FLUOXETINE	\$	99
57	GABAPENTIN	\$	125
58	GAMMA-HYDROXYBUTYRATE	\$	199
59	HALOPERIDOL	\$	99
60	HYDROXYZINE	\$	99
61	KETAMINE	\$	99
62	LAMOTRIGINE	\$	99
63	LEVETIRACETAM	\$	99
64	LEVORPHANOL	\$	99
65	LIDOCAINE	\$	99
66	MECLIZINE	\$	99
67	MEPERIDINE	\$	99
68	METHADONE	\$	99
69	METHOCARBAMOL	\$	99
70	MIRTAZAPINE	\$	99
71	NALOXONE	\$	99
72	OLANZAPINE	\$	99
73	OXCARBAZEPINE	\$	99

74	PAROXETINE	\$	99
75	PHENAZEPAM	\$	99
76	PHENTERMINE	\$	99
77	PHENYTOIN	\$	125
78	PRIMIDONE	\$	99
79	PROMETHAZINE	\$	99
80	PROPRANOLOL	\$	99
81	PSEUDOEPHEDRINE	\$	99
82	QUETIAPINE	\$	99
83	RISPERIDONE	\$	99
84	SERTRALINE	\$	99
85	TOPIRAMATE	\$	125
86	TRAMADOL	\$	99
87	TRAZODONE	\$	99
88	VENLAFAXINE	\$	99
89	ZOLPIDEM	\$	99
	<b>SPECIAL FEES</b>		
90	BIOHAZARD WASTE FEE	\$	1
91	CAPITATION CORONER PANEL	\$	475
92	CAPITATION COMPREHENSIVE PANEL	\$	675
93	CAPITATION CORONER REVIEW	\$	875
94	CHAIN OF CUSTODY-storage only per sample; no testing; antemortem	\$	15
95	CHAIN OF CUSTODY-storage only per sample; no testing; post mortem	\$	15
96	HANDLING, SHIPPING & SPECIAL CARE		at cost
97	LEAKING SAMPLE	\$	25
98	MATRIX EFFECT-Unsuccessful quantitative analysis due to unusual problems with submitted sample.	\$	150
99	NAME DISCREPANCY	\$	19
100	RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case		no charge
101	STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	\$	75
102	SAMPLE RETURN	\$	25
103	STAT FEE, PER TEST-24 to 48 hours turnaround time	\$	200
104	TISSUE PREPARATION	\$	50
105	TRIP CHARGE	\$	25

**Note:** \*Capitation fees only include drugs tested by Bio-Tox and are inclusive of the coroner panel or comprehensive panel drugs (i.e. bath salts and GHB are not included). Fee does not include tissue prep fees, chain of custody samples, or tests done after initial receipt. **Notes:** Drugs listed are subject to review and change as deemed necessary by laboratory management. Testimony fees will be billed to the District Attorney directly, not to Riverside County Sheriff's Department.

## Attachment I

### HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Bio-Tox Laboratories, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.



5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
    - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
    - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
    - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and BIO-TOX LABORATORIES, INC., hereinafter referred to as "Corporation." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Corporation entered into an Agreement entitled "**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**" hereinafter referred to as "Agreement," dated June 20, 2019; and

Whereas, the Corporation is providing professional **toxicology testing services**; and

Whereas, the Agreement was originally entered into with Bio-Tox Laboratories, Inc., through a process commonly referred to as "piggybacking", Corporation was competitively awarded a contract with the County of Riverside, and City proceeded to "piggyback" the agreement awarded by the County of Riverside for City services; and

Whereas, the term of the Agreement expires on **June 30, 2023**; and

Whereas, it is desirable to extend the term of the Agreement by extending it by five (5) years to create parity with the County of Riverside Professional Service Agreement Performance Period of November 1, 2018 through October 31, 2028; and

Whereas, it is desirable to increase the "not-to-exceed" fee as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The Agreement termination date of June 30, 2023 is extended by this Amendment to **October 31, 2028**.

Attachment: First Amendment to Agreement - Bio-Tox Laboratories Inc - (06.06.23) (6305 : APPROVAL OF FIRST AMENDMENT TO

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

- 1.2 The total “not-to-exceed fee for this Agreement is **\$900,000 (\$400,000 for the original Agreement plus \$500,000 for this First Amendment)** pursuant to Exhibit “C” of the original Agreement.

SECTION 2

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

SECTION 3

3.1 In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Amendment or as a result of any alleged breach of any provision of this Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney’s fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

SECTION 4

4.1 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

SECTION 5

5.1 In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

**SIGNATURE PAGE TO FOLLOW**



FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

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

City of Moreno Valley

Bio-Tox Laboratories, Inc.

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

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

Mike Lee, City Manager

Title: \_\_\_\_\_

(Chief Operating Officer)

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

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

<u>INTERNAL USE ONLY</u>
APPROVED AS TO FORM:
<u>Steven Quintanilla</u> City Attorney
<u>06/06/2023</u> Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: First Amendment to Agreement - Bio-Tox Laboratories Inc - (06.06.23) (6305 : APPROVAL OF FIRST AMENDMENT TO



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Kenneth Reichle, Chief of Police

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH AMERICAN FORENSIC NURSES, INC. FOR COLLECTION OF BIOLOGICAL EVIDENTIARY MATERIAL (AGMT. NO. 2019-321)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the First Amendment to Agreement for blood draw, biological evidence, and urine collection services with American Forensic Nurses, Inc.; and
2. Authorize the City Manager or his designee to execute future Agreements, subsequent extensions, and amendments, in accordance with the City's Procurement Administrative Procedure (AP #3.09) and pursuant to MC 3.12.260, Materials, Supplies and Equipment – Cooperative Purchasing, subject to the approval of the City Attorney, and provided sufficient funding is available within the City Council previously approved Operating Budget; and
3. Authorize an increase of \$200,000 to the not-to-exceed amount of \$160,000 of the Agreement with American Forensic Nurses, Inc. for a total of \$360,000 over the life of the Agreement.

### **SUMMARY**

This report recommends approval of the First Amendment to the Agreement for American Forensic Nurses, Inc. to conduct blood draws, biological evidence, and urine collection services as required during typical activities of the law enforcement function.

The County of Riverside contracts with American Forensic Nurses, Inc. for blood draw, biological evidence, and urine collection services. The City of Moreno Valley

participates in this contract through cooperative purchasing pursuant to 3.12.260, Materials, Supplies, and Equipment—Cooperative Purchasing.

## **DISCUSSION**

The Moreno Valley Police Department contracts with American Forensic Nurses, Inc. for the collection of biological evidentiary material during typical law enforcement activities such as investigations of DUI arrests, fatal traffic collisions, child endangerment, sexual assaults, suspicious deaths, substance abuse and employee exposure to blood-borne pathogens.

The general authority of law enforcement to obtain evidence is covered under Article I, Section 13 of the California State Constitution. Law enforcement is obligated by state law to offer blood draws in the investigation of driving under the influence cases, per Section 23158 of the California Vehicle Code. Additionally, blood draws are a part of sex offender and arson registrant DNA collection under Section 296 of the California Penal Code. Furthermore, obtaining blood and / or urine samples is also an integral part of many non-driving-under-the-influence criminal investigations and can be requested for a variety of reasons.

The process of collecting such samples must meet all applicable laws and regulations for the collection of:

- a. Blood-alcohol content analysis
- b. Controlled substance content analysis
- c. DNA analysis
- d. For storage, later analysis, or to be a control sample

We anticipate that the charges for American Forensic Nurses to be approximately \$40,000 per fiscal year.

## **ALTERNATIVES**

1. Approve the recommended actions as presented in this staff report. *This alternative is recommended by staff as it maintains continuity of service with contracted law enforcement services and will allow for the collection of biological evidentiary material for the prosecution of criminal activity without interruption.*
2. Do not approve the recommended actions as presented in this staff report. *This alternative is not recommended by staff as it would negatively impact investigation services provided by contracted law enforcement services and would cause a significant interruption of the collection of biological evidentiary material for the prosecution of criminal activity.*

## **FISCAL IMPACT**

Funds are approved and available in the Moreno Valley Police Department's FY

2023/24 and FY 2024/25 General Fund Account No. 1010-60-65-40010-625099 in the amount of \$40,000 per fiscal year as this is a routine and anticipated expenditure. The budget request for FY 2025/26, FY 2026/27, and FY 2027/28 will be included as part of future biennial budget request submissions for those fiscal years.

**NOTIFICATION**

The draft First Amendment to Agreement sent to the contractor, American Forensic Nurses, Inc.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Shanna Palau  
Senior Contracts Analyst

Department Head Approval:  
Kenneth Reichle  
Police Chief

Concurred By:  
Launa Jimenez  
Financial Resources Division Manager

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

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

- 1. 07.01.19 to 06.30.23\_American Forensic Nurses\_Approved Contract
- 2. American Forensic Nurses\_County Contract\_2018-2028\_SHARC-96148-003-10\_28
- 3. First Amendment to Agreement - American Forensic Nurses Inc - (06.06.23)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:15 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:51 AM

City of Moreno Valley

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

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **American Forensic Nurses, a CORPORATION**, with its principal place of business at **78060 Calle Estado, Suite # 1, La Quinta, CA 92253**, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **blood draw, biological evidence, and urine collection** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **blood draw, biological evidence, and urine collection** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **blood draw, biological evidence, and urine collection** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. CONTRACTOR INFORMATION:**

Contractor's Name: American Forensic Nurses  
 Address: PO Box 1625  
 City: La Quinta State: CA Zip: 92247  
 Business Phone: 760-322-9925 Fax No. 760-323-7555  
 Other Contact Number: 213-952-1579  
 Business License Number: 763917  
 Federal Tax I.D. Number: 33-0926934

**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.

Attachment: 07.01.19 to 06.30.23\_American Forensic Nurses\_Approved Contract (6304 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT

- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from June 30, 2019 to June 30, 2023. This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Contractor/Vendor. City shall be responsible for payment of all services rendered and costs incurred by Contractor/Vendor prior to the termination date. Contractor/Vendor may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Contractor/Vendor's termination. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Faye Battiste-Otto & Alvaro Carlos Martinez.**

- 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 **Alvaro Carlos Martinez, COO**, 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.
- O. (a) The City or Contractor may terminate the whole or any part of this Agreement at any time without cause by giving at least thirty (30) days written notice. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

(d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

American Forensics Nursing  
78060 Calle Estado, Suite #1  
La Quinta, CA 92257

PO BOX 1625  
La Quinta, CA 92247  
Attn: Alvaro Carlos Martinez

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Acting Chief of Police David Lelevier

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

American Forensic Nurses

BY: [Signature]  
Thomas M. DeSantis, City Manager  
JUN 24 2019  
Date

BY: [Signature]  
Alvaro Carlos Martinez  
TITLE: Chief Operating Officer  
6/3/2019  
Date

BY: [Signature]  
TITLE: \_\_\_\_\_  
(Corporate Secretary)  
6/3/2019  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

[Signature]  
Martin Kozzanowicz, City Attorney  
06.21.19  
Date

RECOMMENDED FOR APPROVAL:

[Signature]  
David Lefevier, Acting Chief of Police  
6/10/19  
Date

Attachment: 07.01.19 to 06.30.23\_American Forensic Nurses\_Approved Contract (6304 : APPROVAL OF FIRST AMENDMENT TO AGREEMENT



## EXHIBIT A

### Scope of Service – 07/01/2019 through 06/30/2023

- I. Blood Draw: Phlebotomy is the drawing of blood from a subject for a variety of purposes, transfusion, diagnosis, content analysis, or experiment. Law enforcement's interest in a blood sample is generally to obtain content analysis as evidence in narcotic or alcohol related events, and to obtain DNA samples for comparison to bodily fluid or body part samples collected at a crime scene. The general authority of law enforcement to obtain evidence is covered under Article I, Section 13 of the California State Constitution. Law enforcement is also obligated, by state law to offer blood draws in the investigation of driving under the influence cases, per Section 23158 of the California Vehicle Code. Blood draws are also a part of sex offender and arson registrant DNA collection under Section 296 of the California Penal Code. The obtaining of blood or urine samples is also an integral part of many non-driving-under-the-influence criminal investigations. Blood or urine samples may be requested for a variety of reasons and the process of collecting such samples must meet all applicable laws and regulations for the collection of:
  - a. Blood alcohol content analysis.
  - b. Controlled substance content analysis.
  - c. DNA analysis.
  - d. For storage, later analysis, or to be a control sample.
  
2. Urine Specimen Collection: CONTRACTOR may be asked to conduct urine collection for content analysis.
  
3. Suspect Sex Kit: Sexual Assault Suspect Examinations will be conducted in accordance with the California Office of Criminal Justice Planning (OCJP) guidelines, using sex kits available from the California Department of Justice obtained by the CONTRACTOR. Documentation of the examination and the specimens will be completed using the OCJP 950 form (Forensic Medical Report: Sexual Assault Suspect Examination) or any subsequent form approved by the California Department of Justice for such use. The original of the form will be provided to the investigating officer. A copy will be submitted with the sex kit and turned over to the investigating officer for appropriate disposition, and the person conducting the examination will retain a copy.
  - a. CONTRACTOR is expected to conduct evidence collection from a sexual assault suspect (blood, nail scraping, hair, combing and such).
  
4. Dry Run (blood, urine, sex assault kit): Occasionally it is impossible or impractical to obtain a blood sample or urine collection in a medically approved manner. The CONTRACTOR may have been unable to complete a sexual assault kit, or other service, for a variety of legitimate reasons. However, the CONTRACTOR may have dispatched staff at the request of law enforcement and

may have expended supplies in the anticipation of services being rendered. It is suggested that this fee be less than that charged for a successful request for service.

5. Supplies: The CONTRACTOR is responsible for providing all necessary supplies to appropriately collect and package items or evidence. These items must meet medical standards and evidence standards for submission in a court of law. Sample collection containers are available through local California Department of Justice Crime Labs and sample screening vendors.
6. Disposal of Waste: The CONTRACTOR will dispose of all waste in accordance with all applicable laws and regulations. The CONTRACTOR will be responsible for providing sharps containers at each Sheriff's station or corrections facility for the disposal of used syringes. The CONTRACTOR will be required to provide for waste disposal at remote sites as needed (for example: blood draws performed at DU I check points, accident scenes, boating enforcement programs, and such).
  - a. CONTRACTOR shall possess and maintain, as required by law, all applicable medical waste permits issued by the Riverside County Department Environmental Health, and any other necessary permit sufficient to encompass the contractor's total volume of medical waste generated and/or transported.
7. Court Time: The CONTRACTOR will be available to provide expert court testimony for all of the services provided. The CONTRACTOR'S staff may be subpoenaed to testify in actions related to their participation in the chain of custody, or the circumstances of the collection of evidence. This cost should be factored into the bid for each service (blood draw, urine sample collection, Suspect sexual assault kit). If there is a separate charge, the Department should pay only for the time spent testifying or at court waiting to testify, not for being "on-call."
8. Service Requirements:
  - a. The CONTRACTOR shall provide this service with personnel properly licensed or certified in the State of California such as Registered Nurses, Licensed Vocational Nurses, Paramedics, Certified Phlebotomists, or other persons certified to draw blood and urine samples and collect sexual assault evidence from rape suspects in the State of California.
    1. Only licensed personnel, in accordance with all applicable statutes and regulations, are to be used in the obtaining of blood or urine samples utilized in the investigation of California Vehicle Code violations.
    2. The CONTRACTOR shall comply with all applicable statutes and regulations for the collection of blood or urine samples for alcohol testing. And use California Department of Justice (DOJ) gray topped tubes for alcohol analysis distributed by the DOJ for the collection of blood samples.

- b. The CONTRACTOR and their employees shall be familiar with the handling of evidence and the proper protocol for obtaining blood and suspect rape evidence, as well as any other evidence collected. They shall maintain the correct chain of evidence in accordance with Riverside County Sheriff's Department policies and procedures. Upon award, Sheriff Procedures will be given to CONTRACTOR.
    - 1. Subjects from, horn blood is to be drawn or evidence collected may be recalcitrant. The CONTRACTOR shall assure that all personnel have experience with recalcitrant subjects, are trained to deal with recalcitrant subjects and are willing to undertake dealing with possible recalcitrant subjects in the course of performing this service.
  - c. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law I 04-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.
9. Respond Time:
- a. The maximum acceptable time for a response to a call for service is thirty-(30) minutes from the time requested to arrival at the scene. This should include calls for service in the Blythe Sheriff's Station service area.
  - b. Acceptable response time from the time of notification shall be no longer than thirty-(30) minutes. CONTRACTOR will be monitored pursuant to response times. Response times shall commence from the time of initial contact by Sheriff's dispatch and conclude upon arrival at the location requested by Sheriff's personnel. CONTRACTOR shall be considered "Late" to a call if any time elapses past the response time. Three (3) "Late" responses in any given thirty-(30) day period may be considered a breach of contract and may be subject to termination.
  - c. If the CONTRACTOR arrives at a Sheriff's facility and is unable to locate the requesting law enforcement officer within fifteen-(15) minutes, contractor shall contact Sheriff's Dispatch via the law enforcement phone number for updated arrival or location information, prior to leaving the site.
  - d. CONTRACTOR shall be considered "No Show" to a call if no arrival forty-five (45) minutes after the initial call from Sheriff's Dispatch. Two (2) "No Shows" within a one (1) year period may be considered as breach of contract and may be subject to termination.
  - e. Language will be included that allows a penalty for delayed responses, such as, if the response, takes longer than one-(1) hour, COUNTY will have to pay one half the regular fee. The collection of blood and urine samples is time sensitive. Generally, the sooner the COUNTY obtains the samples the greater their value to the case.
  - f. The Sheriff's Department is not to be charged for a second response if the case agent rejects the staff member originally called out.

10. Vendor Requirements:

- a. The CONTRACTOR will provide photo identification for each staff member. Staff members will wear photo identification at all times when at a Sheriff's facility or remote site. The identification shall be updated yearly and display the following information:
  1. Name of staff member
  2. Title (e.g. Registered Nurse, Licensed Vocational Nurse, phlebotomist and technician)
  3. CONTRACTOR'S business name, address, and twenty-four (24) hours contact phone number.
- b. The CONTRACTOR will maintain a twenty-four-hour, seven day a week toll free contact number for call-outs. The service must provide a confirmation that a staff member is responding to the requested location and an estimated time of arrival.
- c. The CONTRACTOR MUST NOTIFY THE Department if members of their staff are fired, arrested, or become involved in circumstances that may cause their credibility, testimony, or the quality of their evidence collection to be called into question.
- d. The CONTRACTOR's responding staff must notify the case agent if the subject of the service is known to, or related to, the staff member before service is rendered.

11. Background Requirements:

- a. CONTRACTOR'S staff and employees will submit to and pass a Level 2 Security Check, prior to being allowed to provide the contracted service. The Sheriff's Personnel Bureau will conduct these security checks. Level 2 Security Check may include the following or other information as requested by Sheriffs Personnel:
  1. Photograph
  2. Completion of a background questionnaire
  3. Fingerprint submission to the FBI, and DOJ for a criminal history check
  4. Driver's license check
  5. Wanted persons check
  6. Local law enforcement contacts
  7. Presentation of driver's license, SSN curd, DD2 I 4. Selective service registration, marriage license. divorce decree, birth certificate, financial information, and such
- b. Failure to pass a background check is sufficient reason to reject the services of a staff member. The Sheriff's Department reserves the right to reject staff that the COUNTY determines would jeopardize the integrity of an investigation. be an ethical conflict, or present facility security or an officer safety risk.

**EXHIBIT B**  
**City's Responsibilities**

1. The City will provide the Contractor with telephone number for Sheriff's Dispatch.
2. Officer will respond and give Contractor access to the building.
3. Officer will provide secure access to detainee and will witness/monitor the collection of evidence.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$40,000 per fiscal year, not to exceed \$160,000 over the total time-period of the Agreement unless modified by an Amendment signed by all parties.
  
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
  
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

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

Copies of invoices may be submitted to the Police Department at:

22850 Calle San Juan De Los Lagos  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

Questions can be directed to:

Dana Leggett (951) 486-6840 or Maggi Bollinger (951) 486-6712

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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

**Payment Provisions**

As outlined in Riverside County Contract ID SHARC-96148-003-10/28, Page 4, Section 3.2, no price increases will be permitted for the first three (3) years beginning 11/01/2018 through 10/31/2021. On or before 10/01/2021, the Contractor will provide in writing the new rates that will become effective 11/01/2021. No retroactive price adjustments will be considered. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance reviewed in accordance with County Contract SHARC-96148-003-10/28.

**07/01/2019 to 06/30/2023**

DUI Blood Draw	\$ 55.00
Dry Run DUI Blood Draw	\$ 30.00
Non-DUI Blood Draw	\$ 55.00
Dry Run Non-DUI Blood Draw	\$ 30.00
Urine collection	\$ 55.00
Dry Run Urine Collection	\$ 30.00
Suspect Sex Kit	\$100.00
Dry Run Suspect Sex Kit	\$ 30.00
Court Time (per hour)	\$ 75.00



PROFESSIONAL SERVICE AGREEMENT

for

BLOOD DRAW/BIOLOGICAL EVIDENCE/URINE COLLECTION SERVICES

between

COUNTY OF RIVERSIDE

and

AMERICAN FORENSIC NURSES, INC.



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This Agreement, made and entered into this 11<sup>th</sup> day of September 2018, by and between American Forensic Nurses, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective November 1, 2018, upon signature of this Agreement by both parties and with the option to renew for ten (10) additional years, each year shall be renewable in one-year increments and continues in effect through October 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$50,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first three (3) years of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the third year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department  
Accounting & Finance, Third Floor  
4095 Lemon Street  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-96148-003-10/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### 4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### 5. Termination

5.1 COUNTY/CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR/COUNTY stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If



CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### 11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

#### 12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department  
4095 Lemon Street  
3<sup>rd</sup> Floor  
Riverside, CA 92501  
Rachel De Guzman

CONTRACTOR

American Forensic Nurses, Inc.  
51321 Avenida Bermuda  
P.O. Box 1625  
La Quinta, CA 92247  
Carlos Martinez

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the



event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

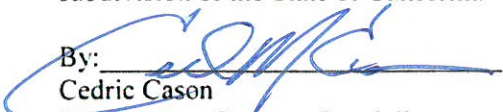
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

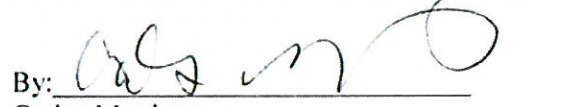
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

AMERICAN FORENSIC NURSES, INC.

By:   
Cedric Cason  
Procurement Contract Specialist

By:   
Carlos Martinez  
Chief Operating Officer

Dated: 9/26/2018

Dated: 9/26/2018

Attachment: American Forensic Nurses County Contract\_2018-2028\_SHARC-96148-003-10\_28 (6304 : APPROVAL OF FIRST AMENDMENT TO

**EXHIBIT "A"****SCOPE OF SERVICES**

1. **Blood Draw:** Phlebotomy is the drawing of blood from a subject for a variety of purposes, transfusion, diagnosis, content analysis, or experiment. Law enforcement's interest in a blood sample is generally to obtain content analysis as evidence in narcotic or alcohol related events, and to obtain DNA samples for comparison to bodily fluid or body part samples collected at a crime scene. The general authority of law enforcement to obtain evidence is covered under Article 1, Section 13 of the California State Constitution. Law enforcement is also obligated by state law to offer blood draws in the investigation of driving under the influence cases, per Section 23158 of the California Vehicle Code. Blood draws are also a part of sex offender and arson registrant DNA collection under Section 296 of the California Penal Code. The obtaining of blood or urine samples is also an integral part of many non-driving-under-the-influence criminal investigations. Blood or urine samples may be requested for a variety of reasons and the process of collecting such samples must meet all applicable laws and regulations for the collection of:
  - a. Blood alcohol content analysis.
  - b. Controlled substance content analysis.
  - c. DNA analysis.
  - d. For storage, later analysis, or to be a control sample.
2. **Urine Specimen Collection:** CONTRACTOR may be asked to conduct urine collection for content analysis.
3. **Suspect Sex Kit:** Sexual Assault Suspect Examinations will be conducted in accordance with the California Office of Criminal Justice Planning (OCJP) guidelines, using sex kits available from the California Department of Justice obtained by the CONTRACTOR. Documentation of the examination and the specimens will be completed using the OCJP 950 form (Forensic Medical Report: Sexual Assault Suspect Examination) or any subsequent form approved by the California Department of Justice for such use. The original of the form will be provided to the investigating officer. A copy will be submitted with the sex kit and turned over to the investigating officer for appropriate disposition, and the person conducting the examination will retain a copy.
  - a. CONTRACTOR is expected to conduct evidence collection from a sexual assault suspect (blood, nail scraping, hair, combing and such).
4. **Drv Run (blood, urine, sex assault kit):** Occasionally it is impossible or impractical to obtain a blood sample or urine collection in a medically approved manner. The CONTRACTOR may have been unable to complete a sexual assault kit, or other service, for a variety of legitimate reasons. However, the CONTRACTOR may have dispatched staff at the request of law enforcement and may have expended supplies in the anticipation of services being rendered. It is suggested that this fee be less than that charged for a successful request for service.
5. **Supplies:** The CONTRACTOR is responsible for providing all necessary supplies to appropriately collect and package items of evidence. These items must meet medical standards and evidence standards for submission in a court of law. Sample collection containers are available through local California Department of Justice Crime Labs and sample screening vendors.

6. **Disposal of Waste:** The CONTRACTOR will dispose of all waste in accordance with all applicable laws and regulations. The CONTRACTOR will be responsible for providing sharps containers at each Sheriff's station or corrections facility for the disposal of used syringes. The CONTRACTOR will be required to provide for waste disposal at remote sites as needed (for example: blood draws performed at DUI checkpoints, accident scenes, boating enforcement programs, and such).
- a. CONTRACTOR shall possess and maintain, as required by law, all applicable medical waste permits issued by the Riverside County Department Environmental Health, and any other necessary permits sufficient to encompass the contractors total volume of medical waste generated and/or transported.
7. **Court Time:** The CONTRACTOR will be available to provide expert court testimony for all of the services provided. The CONTRACTOR'S staff may be subpoenaed to testify in actions related to their participation in the chain of custody, or the circumstances of the collection of evidence. This cost should be factored into the bid for each service (blood draw, urine sample collection, suspect sexual assault kit). If there is a separate charge, the Department should pay only for the time spent testifying or at court waiting to testify, not for being "on-call".
8. **Service Requirements:**
- a. The CONTRACTOR shall provide this service with personnel properly licensed or certified in the State of California such as Registered Nurses, Licensed Vocational Nurses, Paramedics, Certified Phlebotomists, or other persons certified to draw blood and urine samples and collect sexual assault evidence from rape suspects in the State of California.
    1. Only licensed personnel, in accordance with all applicable statutes and regulations, are to be used in the obtaining of blood or urine samples utilized in the investigation of California Vehicle Code violations.
    2. The CONTRACTOR shall comply with all applicable statutes and regulations for the collection of blood or urine samples for alcohol testing. And use California Department of Justice (DOJ) gray topped tubes for alcohol analysis distributed by the DOJ for the collection of blood samples.
  - b. The CONTRACTOR and their employees shall be familiar with the handling of evidence and the proper protocol for obtaining blood and suspect rape evidence, as well as any other evidence collected. They shall maintain the correct chain of evidence in accordance with Riverside County Sheriff's Department policies and procedures. Upon award, Sheriff Procedures will be given to CONTRACTOR.
    1. Subjects from whom blood is to be drawn or evidence collected may be recalcitrant. The CONTRACTOR shall assure that all personnel have experience with recalcitrant subjects, are trained to deal with recalcitrant subjects and are willing to undertake dealing with possible recalcitrant subjects in the course of performing this service.
  - c. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.
9. **Respond Time:**

- a. The maximum acceptable time for a response to a call for service is thirty- (30) minutes from the time requested to arrival at the scene. This should include calls for service in the Blythe Sheriff's Station service area.
- b. Acceptable response time from the time of notification shall be no longer than thirty- (30) minutes. CONTRACTOR will be monitored pursuant to response times. Response times shall commence from the time of initial contact by Sheriff's dispatch and conclude upon arrival at the location requested by Sheriff's personnel. CONTRACTOR shall be considered "Late" to a call if any time elapses past the response time. Three (3) "Late" responses in any given thirty- (30) day period may be considered a breach of contract and may be subject to termination.
- c. If the CONTRACTOR arrives at a Sheriff's facility and is unable to locate the requesting law enforcement officer within fifteen- (15) minutes, contractor shall contact Sheriff's Dispatch via the law enforcement phone number for updated arrival or location information, prior to leaving the site.
- d. CONTRACTOR shall be considered "No Show" to a call if no arrival forty-five (45) minutes after the initial call from Sheriff's Dispatch. Two (2) "No Shows" within a one (1) year period may be considered as breach of contract and may be subject to termination.
- e. Language will be included that allows a penalty for delayed responses, such as, if the response takes longer than one- (1) hour, COUNTY will have to pay one half the regular fee. The collection of blood and urine samples is time sensitive. Generally, the sooner the COUNTY obtains the samples the greater their value to the case.
- f. The Sheriff's Department is not to be charged for a second response if the case agent rejects the staff member originally called out.

10. **Vendor Requirements:**

- a. The CONTRACTOR will provide photo identification for each staff member. Staff members will wear photo identification at all times when at a Sheriff's facility or remote site. The identification shall be updated yearly and display the following information:
  1. Name of staff member
  2. Title (e.g. Registered Nurse, Licensed Vocational Nurse, phlebotomist and technician)
  3. CONTRACTOR'S business name, address, and twenty-four (24) hour contact phone number.
- b. The CONTRACTOR will maintain a twenty-four-hour, seven day a week toll free contact number for call-outs. The service must provide a confirmation that a staff member is responding to the requested location and an estimated time of arrival.
- c. The CONTRACTOR must notify the Department if members of their staff are fired, arrested, or become involved in circumstances that may cause their credibility, testimony, or the quality of their evidence collection to be called into question.
- d. The CONTRACTOR'S responding staff must notify the case agent if the subject of the service is known to, or related to, the staff member before service is rendered.

11. **Background Requirements:**

- a. CONTRACTOR'S staff and employees will submit to and pass a Level 2 Security Check, prior to being allowed to provide the contracted service. The Sheriff's Personnel Bureau will

conduct these security checks. Level 2 Security Check may include the following or other information as requested by Sheriff's Personnel:

1. Photograph
  2. Completion of a background questionnaire
  3. Fingerprint submission to the FBI, and DOJ for a criminal history check
  4. Driver's license check
  5. Wanted persons check
  6. Local law enforcement contacts
  7. Presentation of driver's license, SSN card, DD214, Selective Service registration, marriage license, divorce decree, birth certificate, financial information, and such
- b. Failure to pass a background check is sufficient reason to reject the services of a staff member. The Sheriff's Department reserves the right to reject staff that the COUNTY determines would jeopardize the integrity of an investigation, be an ethical conflict, or present facility security or an officer safety risk.

**EXHIBIT "B"**

**PROPOSED PRICING**

ALL prices quoted should fully describe all costs to charges to County as part of this service/project. Bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel and supplies expenses. Expenses not included will not be reimbursed. Please submit your pricing on publicpurchase.com.

Description of Service	Unit	Cost
DUI Blood Draw	test	\$55.00
Dry Run DUI Blood Draw	ea	\$30.00
Non-DUI Blood Draw	test	\$55.00
Dry Run Non-DUI Blood Draw	ea	\$30.00
Urine Collection	test	\$55.00
Dry Run Urine Collection	ea	\$30.00
Suspect Sex Kit	test	\$100.00
Dry Run Suspect Sex Kit	ea	\$30.00
Court Time	hour	\$75.00

## Attachment I

### HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and American Forensic Nurses, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must follow the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received because of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.



- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
    - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
    - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and.
    - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471



**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and AMERICAN FORENSIC NURSES, Inc., hereinafter referred to as “Corporation.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Corporation entered into an Agreement entitled “**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**” hereinafter referred to as “Agreement,” dated June 24, 2019; and

Whereas, the Corporation is providing professional **blood draw, biological evidence, and urine collection contracting services**; and

Whereas, the Agreement was originally entered into with American Forensic Nurses, Inc., through a process commonly referred to as “piggybacking”, Corporation was competitively awarded a contract with the County of Riverside, and City proceeded to “piggyback” the agreement awarded by the County of Riverside for City services; and

Whereas, the term of the Agreement expires on **June 30, 2023**; and

Whereas, it is desirable to amend the term of the Agreement extending it by five (5) years to create parity with the County of Riverside Professional Service Agreement Performance Period of November 1, 2018 through October 31, 2028; and

Whereas, it is desirable to increase the “not-to-exceed” fee as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The Agreement termination date of June 30, 2023 is extended by this Amendment to **October 31, 2028**.

Attachment: First Amendment to Agreement - American Forensic Nurses Inc - (06.06.23) (6304 : APPROVAL OF FIRST AMENDMENT TO

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

- 1.2 The total “not-to-exceed” fee for this Agreement is **\$360,000 (\$160,000 for the original Agreement plus \$200,000 for this First Amendment)** pursuant to Exhibit “C” of the original Agreement.

SECTION 2

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

SECTION 3

3.1 In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Amendment or as a result of any alleged breach of any provision of this Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney’s fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

SECTION 4

4.1 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

SECTION 5

5.1 In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

**SIGNATURE PAGE TO FOLLOW**

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

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

City of Moreno Valley

American Forensic Nurses, Inc.

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

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

Mike Lee, City Manager

Title: \_\_\_\_\_

(Chief Operating Officer)

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

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

<u>INTERNAL USE ONLY</u>
APPROVED AS TO FORM:
<u>Steven Quintanilla</u> City Attorney
<u>06/06/2023</u> Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: First Amendment to Agreement - American Forensic Nurses Inc - (06.06.23) (6304 : APPROVAL OF FIRST AMENDMENT TO



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTERING THE COMMUNITY WORKFORCE PROGRAM WITH TSG ENTERPRISES, INC. DBA THE SOLIS GROUP FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM PROJECTS

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the First Amendment to Agreement for On-call Professional Consultant Services with TSG Enterprises, Inc. dba The Solis Group to provide additional On-call Professional Consultant Services for administering the Community Workforce Program services for the citywide pavement rehabilitation program projects in the "Not-to-Exceed" fee amount of \$93,773.00; and
2. Authorize the City Manager to execute the First Amendment to Agreement for On-call Professional Consultant Services with TSG Enterprises, Inc. dba The Solis Group, subject to the approval by the City Attorney; and
3. Authorize an increase in the Purchase Order for TSG Enterprises, Inc. dba The Solis Group in the amount of \$18,863.00 once the First Amendment has been signed by all parties using SB1/RMRA State Gas Tax funds (Fund 2000A) and Capital Projects Reimbursements (Fund 3008); and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with TSG Enterprises, Inc. dba The Solis Group within Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

## **SUMMARY**

This report recommends approval of the First Amendment to Agreement for On-call Professional Consultant Services with TSG Enterprises, Inc. dba The Solis Group to provide additional Community Workforce Program related services for the citywide pavement rehabilitation program projects. These projects provide pavement preventative maintenance and corrective work, as well as rehabilitation for various arterial and collector street segments as included in the approved 5-Year Pavement Management Program Look-ahead Plan for Fiscal Year 2021-22 to Fiscal Year 2025-26.

## **DISCUSSION**

As roadway maintenance remains a top priority for the Council, the City has been utilizing a 5-Year Pavement Preservation and Rehabilitation Plan to prioritize streets for maintenance with limited funding available each year.

On August 8, 2022 the City executed an agreement with TSG Enterprises, Inc. dba The Solis Group, Inc. in the “Not-to-Exceed” amount of \$74,910.00 to provide On-Call Professional Consultant Services for administering the Community Workforce Program services for pavement rehabilitation and preservation projects for a number of arterial and collector street segments as identified in the approved 5-Year Pavement Management Program Look-ahead Plan for Fiscal Year 2021-22 to Fiscal Year 2025-26.

Staff is recommending approval of the First Amendment to Agreement for On-Call Professional Consultant Services with TSG Enterprises, Inc. dba The Solis Group to provide additional community workforce program related services which includes anticipated construction through July 2023 plus two months of close out for an additional not-to-exceed fee of \$18,863.00. The unusual wet season caused significant weather related delays resulting in additional working days added to the contract.

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

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for a timely close out of Community Workforce Program Administration Services for the Citywide Pavement Rehabilitation Program projects.*

- 2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the close out of the Citywide Pavement Rehabilitation Program projects.*

**FISCAL IMPACT**

This work is eligible to be funded by SB1/RMRA State Gas Tax (2000A) and Capital Projects Reimbursements (Fund 3008).

**AVAILABLE BUDGET**

State Gas Tax (RMRA SB1 Funds)  
 (Account 2000-70-77-80001-720199) (Project No. 801 0089-2000A-99)..... \$194,342

Capital Projects Reimbursements  
 (Account 3008-70-77-80001-720199) (Project No. 801 0096-3008-99) ..... \$1,637,801

**ESTIMATED ADDITIONAL COMMUNITY WORKFORCE RELATED COSTS**

Consultant Additional Community Workforce Program Services Costs..... \$18,863  
 Consultant Current Community Workforce Program Services Costs ..... \$74,910  
**Total Estimated Total Costs..... \$93,773**

**NOTIFICATION**

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

**PREPARATION OF STAFF REPORT**

Prepared By:  
 Quang Nguyen, P.E.  
 Capital Projects Principal Engineer

Department Head Approval:  
 Melissa Walker, P.E.  
 Public Works Director/City Engineer

Concurred By:  
 Harold Zamora  
 Engineering Div. Manager/Assist. City Engineer

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

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

- 1. First Amendment to Agreement for On-Call Professional Consultant Services

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:59 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:52 AM

**FIRST AMENDMENT TO AGREEMENT  
 FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR  
 ADMINISTERING THE COMMUNITY WORKFORCE PROGRAM FOR  
 CITYWIDE PAVEMENT REHABILITATION PROGRAM – FY 21/22 TO FY 25/26 (LOCAL STREETS)  
 PROJECT NO. 801 0089  
 PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FY 21/22  
 PROJECT NO. 801 0093  
 CITYWIDE PAVEMENT REHABILITATION PROGRAM – FY 21/22 TO FY 25/26 (ARTERIAL AND  
 COLLECTOR STREETS)  
 PROJECT NO. 801 0096**

This First Amendment to Agreement (hereinafter, this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the “City,” and **TSG Enterprises, Inc. dba The Solis Group**, a California corporation, hereinafter referred to as “Consultant.”

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR ADMINISTERING THE COMMUNITY WORKFORCE PROGRAM," hereinafter referred to as "Agreement," dated June 17, 2021.

Whereas, the Consultant is providing consultant services for **CITYWIDE PAVEMENT REHABILITATION PROGRAM – FY 21/22 TO FY 25/26 (LOCAL STREETS); PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FY 21/22; AND CITYWIDE PAVEMENT REHABILITATION PROGRAM – FY 21/22 TO FY 25/26 (ARTERIAL AND COLLECTOR STREETS)**

Whereas, it is desirable to amend the Agreement to increase Terms of Payment; as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2023** is not extended by this First Amendment to the Agreement.

1.2 Exhibit “C” to the Original Agreement is hereby further amended by adding the cost

Attachment: First Amendment to Agreement for On-Call Professional Consultant Services (6303) : APPROVE THE FIRST AMENDMENT TO THE



**FIRST AMENDMENT TO AGREEMENT FOR  
ON-CALL PROFESSIONAL CONSULTANT SERVICES  
PROJECT NOS. 801 0089, 801 0093 AND 801 0096**

section described in Exhibit "A," entitled "Request for Amendment."

1.3 The combined total "Not-to-Exceed" fee for this contract is \$93,773.00 (\$74,910.00 for the original, plus \$18,863.00 for the First Amendment to Agreement. A "Not-to-Exceed" fee of \$33,712.00 (\$24,080.00 for the original Agreement, \$9,632.00 for the First Amendment) for Project No. 801 0089; \$20,060.00 (\$20,060.00) for the original Agreement, \$0 for the First Amendment to Agreement) for Project No. 801 0093; and \$40,001.00 (\$30,770.00 for the original Agreement, plus \$9,231.00 for the First Amendment to Agreement) for Project No. 801 0096.

**SECTION 2**

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

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

**SIGNATURE PAGE TO FOLLOW:**

FIRST AMENDMENT TO AGREEMENT FOR  
ON-CALL PROFESSIONAL CONSULTANT SERVICES  
PROJECT NOS. 801 0089, 801 0093 AND 801 0096

City of Moreno Valley

TSG Enterprises, Inc. dba The Solis Group

BY: \_\_\_\_\_  
Mike Lee, City Manager

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

Enclosures: Exhibit "A" – Request for Amendment

Attachment: First Amendment to Agreement for On-Call Professional Consultant Services (6303 : APPROVE THE FIRST AMENDMENT TO THE

**Exhibit "A"**

Request for Amendment

**Attachment: First Amendment to Agreement for On-Call Professional Consultant Services (6303 : APPROVE THE FIRST AMENDMENT TO THE**



Headquarters  
3452 E Foothill Blvd / Suite 200  
Pasadena, CA 91107 USA

P 626 685 6989  
F 626 685 6985

thesolisgroup.com

April 26, 2023

Gail Smerkol  
Consultant – CAV Consulting  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Re: Request for Amendment – CWA Administration Services  
**Citywide Pavement Rehab Project No. 801 0089**

Dear Ms. Smerkol:

Please accept this written request to amend The Solís Group’s (TSG’s) existing Agreement for the above referenced project.

Due to an extension of the construction schedule, our services are now required through September 2023. This includes anticipated construction through July 2023 plus two months of close out. Based on a four-month extension at our monthly fee of \$2,408, we are requesting an additional **\$9,632**.

Please note, if we are able to close the project earlier than anticipated, we will cease billing.

Please do not hesitate to contact me with any questions at 818-634-7335 or [mkomsky@thesolisgroup.com](mailto:mkomsky@thesolisgroup.com).

Sincerely,

Mike Komsky  
Chief Operating Officer



Headquarters  
3452 E Foothill Blvd / Suite 200  
Pasadena, CA 91107 USA

P 626 685 6989  
F 626 685 6985

thesolisgroup.com

April 26, 2023

Gail Smerkol  
Consultant – CAV Consulting  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Re: Request for Amendment – CWA Administration Services  
**Citywide Pavement Rehab Project No. 801 0096**

Dear Ms. Smerkol:

Please accept this written request to amend The Solís Group’s (TSG’s) existing Agreement for the above referenced project.

Due to an extension of the construction schedule, our services are now required through August 2023. This includes anticipated construction through June 2023 plus two months of close out. Based on a three-month extension at our monthly fee of \$3,077, we are requesting an additional **\$9,231**.

Please note, if we are able to close the project earlier than anticipated, we will cease billing.

Please do not hesitate to contact me with any questions at 818-634-7335 or [mkomsky@thesolisgroup.com](mailto:mkomsky@thesolisgroup.com).

Sincerely,

Mike Komsky  
Chief Operating Officer

Attachment: First Amendment to Agreement for On-Call Professional Consultant Services (6303 : APPROVE THE FIRST AMENDMENT TO THE



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** June 20, 2023

**TITLE:** PEN21-0136 (TR 38123) – APPROVE TRACT MAP 38123 LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. DEVELOPER: D.R. HORTON, LOS ANGELES HOLDING COMPANY, INC.

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve Tract Map 38123; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

### **SUMMARY**

This report recommends approval of Tract Map 38123, which is owned by D.R. Horton, Los Angeles Holding Company, Inc. Tract Map 38123 will subdivide a portion of the property into 177 residential lots and is located at the northeast corner of Alessandro Boulevard and Lasselle Street.

### **DISCUSSION**

On January 27, 2022, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 38123. The project involves the subdivision of 33.57 acres (gross) into 177 single-family residential lots located at the northeast corner of Alessandro Boulevard and Lasselle Street. The Agreement for the major Public Improvements was recorded on May 16, 2023, while the Agreement for minor off-site Public Improvements will be executed prior to map recordation. Tract Map 38123 is in substantial conformance with the approved Tentative Tract Map. The developer has requested that the map be approved for recordation. Due to the size of the map, it is not attached to

this report. However, the map is available for review at the Public Works/Land Development counter at City Hall.

## **ENVIRONMENTAL**

On January 27, 2022, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 38123 (PEN21-0136) and the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the project. The IS/MND was completed in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. It reflects that the Planning Commission reviewed, considered the information contained in the document, exercised its independent judgment, and analyzed the proposed Project's potential environmental impacts. In accordance with CEQA Guidelines, the Planning Commission determined that the project would not result in significant impacts on the environment. In addition, no revisions or further analysis of the adopted Mitigated Negative Declaration was required. Therefore, no subsequent environmental review is required.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the tract map to be recorded and allow the project to move forward with development of residential property and adjacent improvements.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the tract map to be recorded and not allow the project to move forward with development of residential property and adjacent improvements.*

## **FISCAL IMPACT**

No fiscal impact is anticipated.

## **NOTIFICATION**

Publication of agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Jordan Koga  
Stormwater Program Consultant

Department Head Approval:  
Melissa Walker, P.E.  
Public Works Director/City Engineer

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

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



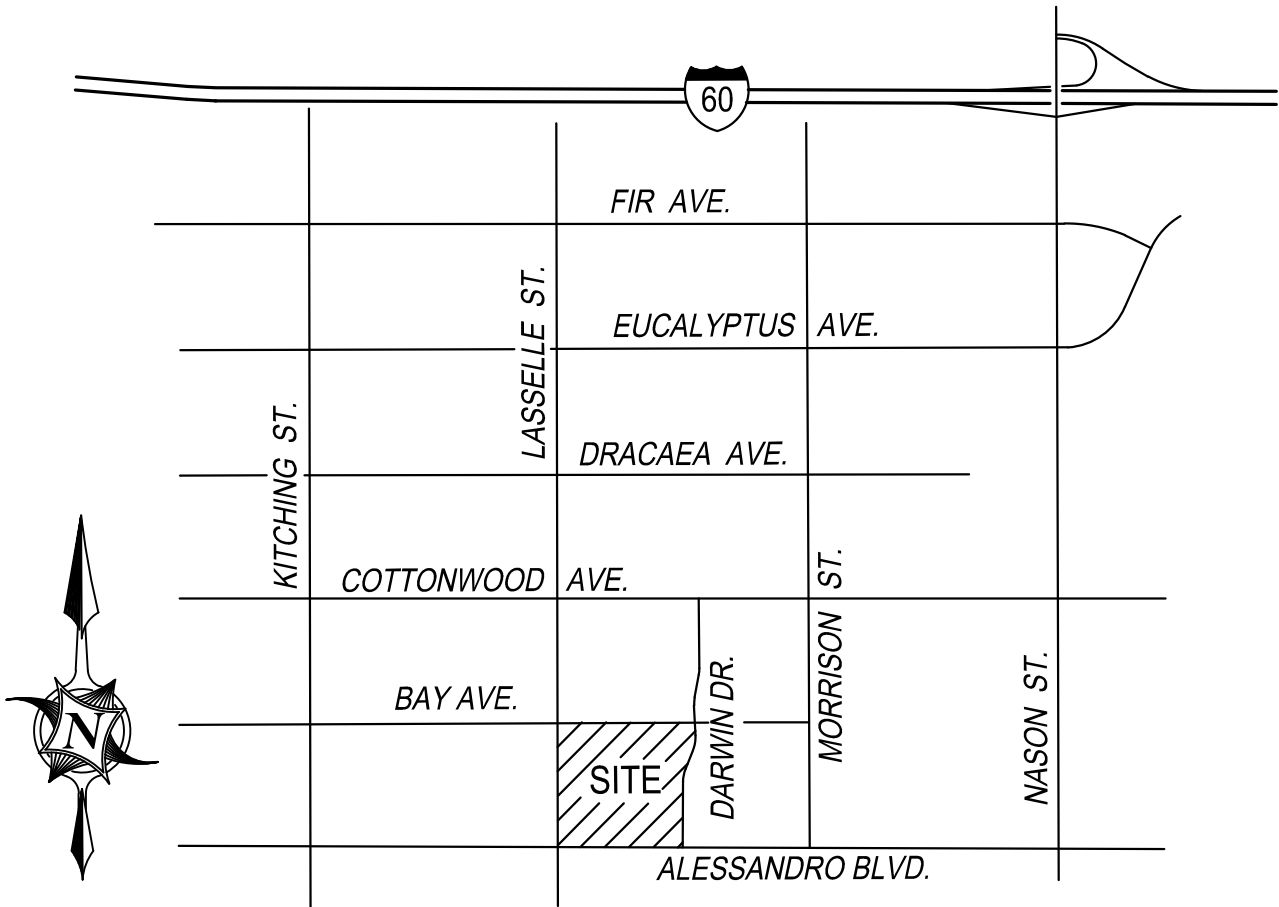
on the left hand side of this document for the necessary attachment.

- 1. Vicinity Map - PEN21-0136 (TR 38123)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 11:34 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:49 AM





S. 1/2 SECTION 9, T. 3 S., R. 3 W  
**VICINITY MAP**  
 SCALE: 1"=2000'

**CITY OF MORENO VALLEY**  
 PUBLIC WORKS DEPARTMENT-LAND DEVELOPMENT

**PEN21-0136 (TR 38123)**  
**FINAL MAP**

Attachment: Vicinity Map - PEN21-0136 (TR 38123) (6308 : PEN21-0136 (TR 38123) - APPROVE TRACT MAP 38123)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** June 20, 2023

**TITLE:** PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN STORM DRAIN EASEMENTS TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DEVELOPER - KB HOME CALIFORNIA, LLC

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Accept the storm drain easements within Lots "L", "S", and "T" dedicated on Tract Map 31592 for construction and maintenance of flood control facilities as well as access easements within Lots "L" and "S" for ingress and egress; and
2. Authorize the City Manager to execute the Quitclaim Deeds transferring all rights, title, and interest in and to the storm drain and access easements recorded on Tract Map 31592, recorded in Map Book 461, Pages 57 through 80 inclusive, in the Official Records of Riverside County, California and by separate instrument DOC#2018-0326762, to Riverside County Flood Control and Water Conservation District (RCFC&WCD); and
3. Direct the City Clerk to forward the signed Quitclaim Deeds to Riverside County Flood Control and Water Conservation District for further processing and recordation.

### **SUMMARY**

This report recommends the execution of quitclaim deeds of storm drain and access easements within Tract Map 31592 for future operation, maintenance, repair, and improvement of the storm drain facilities known as Sunnymead Master Drainage Plan (MDP) Vista Lane Storm Drain Stage 1. The quitclaim deeds will transfer the City's right, title, and interest of the storm drain and access easements to Riverside County

Flood Control and Water Conservation District (RCFC&WCD).

## **DISCUSSION**

Tract Map 31592 is a 114-lot single family, residential subdivision. As a condition of approval for Tract Map 31592, located at the end of Covey Road, east of Perris Boulevard (Attachment 1), the project developer was required to construct storm drain improvements. On September 6, 2017, a Cooperative Agreement between RCFC&WCD, the City of Moreno Valley, and KB Home California LLC was recorded for Tract Map 31592. Per the Cooperative Agreement, RCFC&WCD is to maintain the storm drain within the storm drain easement area within Tract Map 31592 and the detention basin designated as Lot D on Tract Map 31592. The storm drain and access easements were dedicated to the City on the recorded map and by a separate instrument. Construction of the project has been completed and RCFC&WCD is ready to assume maintenance of the storm drain facility.

The City has received a request from the RCFC&WCD to quitclaim the referenced storm drain and access easements within Tract Map 31592, in accordance with the Cooperative Agreement (Attachment 2). The quitclaim deeds (Attachment 3) transfer the City's title interest in the storm drain and access easements for Sunnymead MDP Vista Lane Storm Drain Stage 1 to RCFC&WCD to allow the RCFC&WCD to operate and maintain the drainage facilities located within said storm drain and access easements.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this alternative will allow for proper maintenance of the storm drain facilities by the RCFC&WCD.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this alternative would not allow for proper maintenance of the storm drain facilities by the RCFC&WCD.*

## **FISCAL IMPACT**

No fiscal impact is anticipated.

## **NOTIFICATION**

Publication of the agenda.

## **PREPARATION OF STAFF REPORT**

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

Department Head Approval:  
Melissa Walker, P.E.  
Public Works Director/City Engineer

**CITY COUNCIL GOALS**


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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

**ATTACHMENTS**

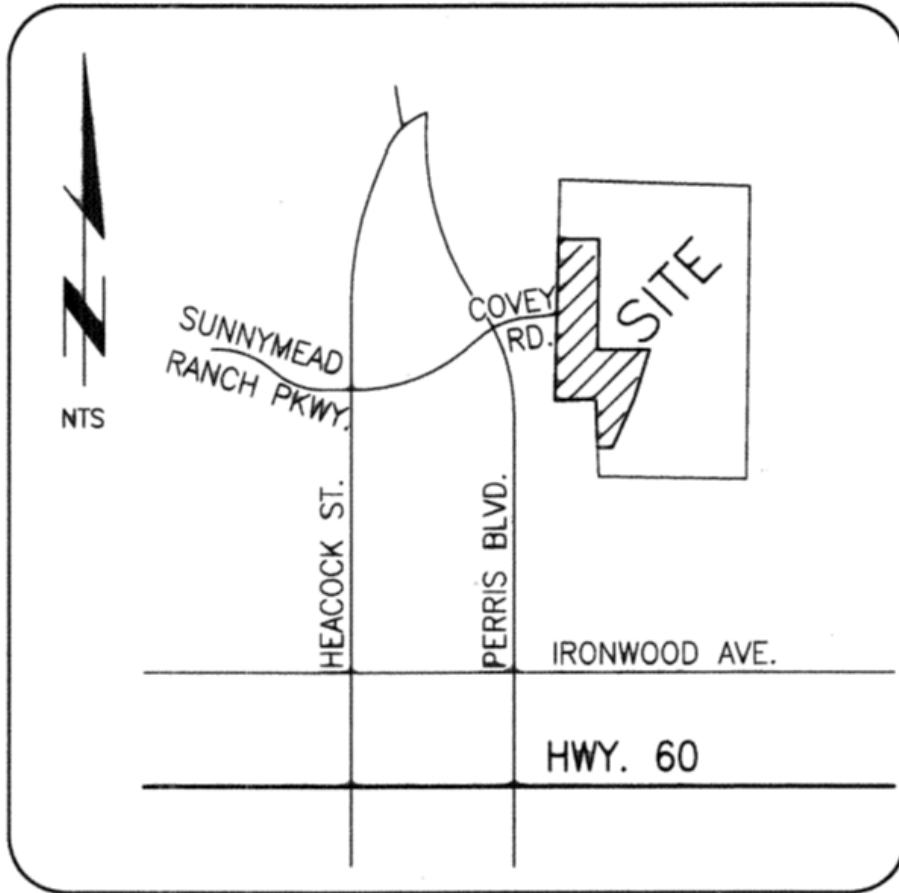
To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Vicinity Map - PA03-0086 (TR 31592)
- 2. Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592
- 3. Quitclaim Deeds TR 31592

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:31 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:45 AM

### VICINITY MAP



CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA03-0086  
(TM 31592)  
Project Site

Attachment: Vicinity Map - PA03-0086 (TR 31592) (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FREE RECORDING

This instrument is for the benefit of the Riverside County Flood Control and Water Conservation District and should Be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 MARKET STREET RIVERSIDE, CA 92501-1770

2017-0370070

09/06/2017 01:57 PM Fee: \$ 0.00

Page 1 of 33

Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder



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THIS SPACE FOR RECORDER'S USE ONLY

*Handwritten mark*

COOPERATIVE AGREEMENT

Title of Document

PROJECT: Sunnymead – Vista Lane Storm Drain, Stage 1

PROJECT NOS.: 4-0-00364

DEVELOPER: KB Home California LLC

SUBDIVISION: Tract No. 31592

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (\$3.00 Additional Recording Fee Applies)

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**COOPERATIVE AGREEMENT**  
**Sunnymead - Vista Lane Storm Drain, Stage 1**  
**Project No. 4-0-00364**  
**(Tract No. 31592)**

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Moreno Valley ("CITY") and KB Home California LLC, a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

**RECITALS**

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 31592 located in the city of Moreno Valley. As a condition of approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 31592 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 4-1107, include construction of a segment consisting of approximately 1,390 lineal feet of a reinforced concrete pipe, debris basin and outlet structure ("DISTRICT DRAINAGE FACILITY"), as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of (i) a multi-use trail for public recreation purposes ("TRAIL"), and (ii) certain catch basins, inlets, connector pipes, retaining wall and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way ("APPURTENANCES"). Together, TRAIL and APPURTENANCES are hereinafter called "CITY FACILITIES"; and

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage 1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

1 E. Also associated with the construction of DISTRICT DRAINAGE  
 2 FACILITY is the construction of water quality basins, fuel modification zone and concrete gutter  
 3 located within DEVELOPER held rights of way or easements ("DEVELOPER FACILITIES).  
 4 DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER and  
 5 subsequently owned and maintained by the Homeowners' Association for Tract No. 31592; and

6 F. Together, DISTRICT DRAINAGE FACILITY, CITY FACILITIES and  
 7 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

8 G. CITY and DEVELOPER desire DISTRICT to accept ownership and  
 9 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.  
 10 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for  
 11 DISTRICT DRAINAGE FACILITY and subsequently inspect the construction of DISTRICT  
 12 DRAINAGE FACILITY; and

13 H. DISTRICT and DEVELOPER desire CITY to accept ownership and  
 14 responsibility for the operation and maintenance of CITY FACILITIES. Therefore, CITY must  
 15 review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently  
 16 inspect the construction of PROJECT; and

17 I. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
 18 specifications for DISTRICT DRAINAGE FACILITY, (ii) inspect the construction of  
 19 DISTRICT DRAINAGE FACILITY and (iii) accept ownership and responsibility for the  
 20 operation and maintenance of DISTRICT DRAINAGE FACILITY, provided that DEVELOPER  
 21 (i) complies with this Agreement, (ii) constructs PROJECT in accordance with DISTRICT and  
 22 CITY approved plans and specifications, (iii) obtains and conveys to DISTRICT and the  
 23 necessary rights of way for the inspection, operation and maintenance of DISTRICT  
 24 DRAINAGE FACILITY and (iv) accepts ownership and responsibility for the operation and  
 25 maintenance of PROJECT following completion of PROJECT construction until such time as  
 26  
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1 DISTRICT accepts ownership and responsibility for the operation and maintenance of  
2 DISTRICT DRAINAGE FACILITY; and

3 J. CITY is willing to (i) review and approve PROJECT plans and  
4 specifications, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful  
5 performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE  
6 FACILITY, (iv) grant DISTRICT the right to inspect, operate and maintain portions of  
7 DISTRICT DRAINAGE FACILITY located within CITY rights of way and (v) accept  
8 ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided  
9 PROJECT is constructed in accordance with plans and specifications approved by DISTRICT  
10 and CITY.  
11

12 NOW, THEREFORE, the parties hereto mutually agree as follows:

13 SECTION I

14 DEVELOPER shall:

15 1. Prepare PROJECT plans and specifications, hereinafter called  
16 "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT  
17 DRAINAGE FACILITY, in accordance with applicable DISTRICT and CITY standards, and  
18 submit to DISTRICT and CITY for their respective review and approval.  
19

20 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
21 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by  
22 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS,  
23 review and approval of right of way and conveyance documents and with the processing and  
24 administration of this Agreement. Additionally, DEVELOPER shall deposit with CITY any and  
25 all such amounts as are deemed reasonably necessary by CITY to cover CITY'S costs associated  
26 with the review of IMPROVEMENT PLANS, the review and approval of all right of way and  
27 conveyance documents and with the processing and administration of this Agreement.  
28

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

1           3. Deposit with DISTRICT (Attention: Business Office - Accounts  
 2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
 3 construction as set forth in Section I.8. herein, the estimated cost of providing construction  
 4 inspection for DISTRICT DRAINAGE FACILITY in an amount as determined and approved by  
 5 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including  
 6 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITY.  
 7 Additionally, deposit with CITY (Attention: Public Works/Land Development), at the time of  
 8 providing written notice to DISTRICT of the start of PROJECT construction as set forth in  
 9 Section I.8., the estimated cost of providing construction inspection in an amount as determined  
 10 and approved by CITY in accordance with the most recent City Code and Fee Resolution of  
 11 CITY, including any amendments thereto.  
 12

13           4. Grant DISTRICT and CITY, by execution of this Cooperative Agreement,  
 14 the right to enter upon DEVELOPER'S property where necessary and convenient for the purpose  
 15 of gaining access to and performing inspection service for the construction of PROJECT as set  
 16 forth herein.  
 17

18           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
 19 permits, approvals, rights of way, rights of entry and temporary construction easements as may  
 20 be needed for the construction, inspection, operation and maintenance of PROJECT.  
 21 DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of  
 22 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to  
 23 recordation of the final map for Tract No. 31592 or any phase thereof, whichever occurs first,  
 24 with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,  
 25 permits, approvals, rights of way, rights of entry and temporary construction easements as  
 26 determined and approved by DISTRICT and CITY.  
 27  
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1           6. Prior to commencing construction, furnish DISTRICT and CITY with  
2 copies of all permits, approvals or agreements required by any federal, state or local resource  
3 and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such  
4 documents include but are not limited to those issued by the U.S. Army Corps of Engineers,  
5 California Regional Water Quality Control Board, California State Department of Fish and  
6 Wildlife, State Water Resources Control Board and Western Riverside County Regional  
7 Conservation Authority.  
8

9           7. Provide CITY, at the time of providing written notice to DISTRICT of the  
10 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to  
11 recordation of the final map for Tract No. 31592 or any phase thereof, whichever occurs first,  
12 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)  
13 of the estimated cost for construction of DISTRICT DRAINAGE FACILITY as determined by  
14 DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of  
15 DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT  
16 DRAINAGE FACILITY are accepted by DISTRICT and CITY as complete; at which time the  
17 bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against  
18 any defective work, labor or materials.  
19

20           8. Notify DISTRICT in writing (Attention: Administrative Services Section)  
21 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not  
22 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to  
23 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction  
24 of PROJECT.  
25

26           9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition  
27 Section), at the time of providing written notice to DISTRICT of the start of construction as set  
28 forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map for

1 Tract No. 31592 or any phase thereof, whichever occurs first, with duly executed Irrevocable  
2 Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress  
3 and egress, for the rights of way deemed necessary by DISTRICT for the construction,  
4 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY, as shown in  
5 concept in blue on Exhibit "B" attached hereto and made a part hereof. The Irrevocable Offer(s)  
6 of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and  
7 equitable owners of the property described in the offer(s).  
8

9           10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication  
10 as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days  
11 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.  
12

13           11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
14 the start of construction as set forth in Section I.8., with a complete list of all contractors and  
15 subcontractors to be performing work on DISTRICT DRAINAGE FACILITY, including the  
16 corresponding license number and license classification of each. At such time, DEVELOPER  
17 shall further identify in writing its designated superintendent for PROJECT construction.  
18

19           12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
20 the start of construction as set forth in Section I.8., a construction schedule which shall show the  
21 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the  
22 various parts of work, including estimated start and completion dates. As construction of  
23 PROJECT progress, DEVELOPER shall update said construction schedule as requested by  
24 DISTRICT.  
25

26           13. Furnish DISTRICT with final mylar PROJECT plans and assign their  
27 ownership to DISTRICT prior to the start on any portion of PROJECT construction.  
28

1 14. Not permit any change to or modification of DISTRICT and CITY approved  
2 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and  
3 CITY.

4 15. Comply with all Cal/OSHA safety regulations including regulations  
5 concerning confined space and maintain a safe working environment for DEVELOPER,  
6 DISTRICT and CITY employees on the site.

7 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
8 the start of construction as set forth in Section I.8., a confined space entry procedure specific to  
9 DISTRICT DRAINAGE FACILITY. The procedure shall comply with requirements contained  
10 in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations,  
11 Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-  
12  
13 18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a  
14 Notice to Proceed.  
15

16 17. DEVELOPER shall not commence operations until DISTRICT and CITY  
17 have been furnished with original certificate(s) of insurance and original certified copies of  
18 endorsements and if requested, certified original policies of insurance including all endorsements  
19 and any and all other attachments as required in this Section. Without limiting or diminishing  
20 DEVELOPER'S obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER  
21 shall procure and maintain or cause to be maintained, at its sole cost and expense, the following  
22 insurance coverage's during the term of this Agreement:  
23

24 A. Workers' Compensation:

25 If DEVELOPER has employees as defined by the State of California,  
26 DEVELOPER shall maintain statutory Workers' Compensation  
27 Insurance (Coverage A) as prescribed by the laws of the State of  
28 California. Policy shall include Employers' Liability (Coverage B)

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including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT, the County of Riverside and CITY.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER'S performance of its obligations hereunder. Policy shall name DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If DEVELOPER'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

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DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) Demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) shall continue for the term specified in the insurance policy, which shall be reasonably acceptable to DISTRICT and CITY.

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

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E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County and CITY Risk Managers. If the Risk Managers waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County and CITY Risk Managers before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the Risk Managers, DEVELOPER'S carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.
- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT and CITY with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing



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by the County and CITY Risk Managers, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of sixty (60) days written notice shall be given to DISTRICT and CITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

iv. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and DISTRICT'S or CITY'S insurance and/or

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

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deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County or CITY Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
- viii. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT,

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage 1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

1 at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to  
2 perform its obligations hereunder, nor to accept responsibility for ownership, operation and  
3 maintenance of DISTRICT DRAINAGE FACILITY due, either in whole or in part, to said  
4 breach of this Agreement.

5 18. Construct or cause to be constructed PROJECT, at DEVELOPER'S sole cost  
6 and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

7 19. Within two (2) weeks of completing PROJECT construction, provide  
8 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that  
9 PROJECT construction is substantially complete and request that DISTRICT conduct a final  
10 inspection of DISTRICT DRAINAGE FACILITY and CITY conduct a final inspection of  
11 PROJECT.

12 20. Upon completion of PROJECT construction, and upon acceptance by CITY  
13 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance  
14 of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for  
15 ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood  
16 control easement(s) or grant deed(s) of fee title where appropriate. The easement(s) or grant  
17 deed(s) shall be in a form approved by both DISTRICT and CITY, to the rights of way as shown  
18 in concept cross-hatched in black on Exhibit "C" and shall be executed by all legal and equitable  
19 owners of the property described in the easement(s) or grant deed(s).

20 21. At the time of recordation of the conveyance document(s) as set forth in  
21 Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less  
22 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
23 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the  
24 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,  
25 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,  
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1 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded) and except  
2 those which, in the sole discretion of DISTRICT, are acceptable.

3           22. Accept ownership and sole responsibility for the operation and maintenance  
4 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
5 and maintenance of DISTRICT DRAINAGE FACILITY, CITY accepts ownership and  
6 responsibility for operation and maintenance of CITY FACILITIES, and the Home Owners'  
7 Association for Tract No. 31592 accepts ownership and responsibility for operation and  
8 maintenance of DEVELOPER FACILITIES.

9           23. Accept all liability whatsoever associated with the ownership, operation and  
10 maintenance of DISTRICT DRAINAGE FACILITY until such time as DISTRICT DRAINAGE  
11 FACILITY are formally accepted by DISTRICT for ownership, operation and maintenance  
12

13           24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
14 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable  
15 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees  
16 shall be computed as costs and included in any judgment rendered.

17           25. Upon completion of PROJECT construction, but prior to DISTRICT  
18 acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and maintenance,  
19 provide or cause its civil engineer of record or construction civil engineer of record, duly  
20 registered in the State of California, to provide DISTRICT with a redlined "record drawings"  
21 copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings",  
22 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes  
23 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,  
24 stamp and sign the original PROJECT engineering plans "record drawings".  
25

26           26. Ensure that all work performed pursuant to this Agreement by  
27 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and  
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1 regulations, including but not limited to all applicable provisions of the Labor Code, Business  
 2 and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs  
 3 associated with compliance with applicable laws and regulations.

## 4 SECTION II

5 DISTRICT shall:

- 6 1. Review and approve IMPROVEMENT PLANS prior to the start of  
 7 PROJECT construction.
- 8 2. Provide CITY an opportunity to review and approve IMPROVEMENT  
 9 PLANS prior to DISTRICT'S final approval.
- 10 3. Upon execution of this Cooperative Agreement, record or cause to be  
 11 recorded a copy of this Cooperative Agreement in the Official Records of the Riverside County  
 12 Recorder.  
 13 Recorder.
- 14 4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication  
 15 provided by DEVELOPER pursuant to Section I.9.
- 16 5. Inspect DISTRICT DRAINAGE FACILITY construction.
- 17 6. Keep an accurate accounting of all DISTRICT costs associated with the  
 18 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and  
 19 conveyance documents and the processing and administration of this Cooperative Agreement.  
 20
- 21 7. Keep an accurate accounting of all DISTRICT construction inspection costs  
 22 and, within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE  
 23 FACILITY as being complete, submit a final cost statement to DEVELOPER. If the deposit, as  
 24 set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess  
 25 amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE  
 26 FACILITY as being complete. If at any time the costs exceed the deposit or are anticipated by  
 27 DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed  
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1 personnel who shall be solely responsible for all quality control communications with  
2 DEVELOPER'S contractor(s) during the construction of PROJECT.

3 3. DISTRICT acceptance of ownership and responsibility for the operation and  
4 maintenance of DISTRICT DRAINAGE FACILITY shall be in a satisfactorily maintained  
5 condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole  
6 discretion of DISTRICT, DISTRICT DRAINAGE FACILITY is not in an acceptable condition,  
7 corrections shall be made at sole expense of DEVELOPER.  
8

9 4. DEVELOPER shall complete construction of PROJECT within eight (8)  
10 consecutive months after execution of this Agreement and within one hundred twenty (120)  
11 consecutive calendar days after commencing work on PROJECT. It is expressly understood that  
12 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work  
13 within the agreed upon time shall constitute authority for DISTRICT to perform the remaining  
14 work and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In  
15 which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.  
16

17 5. If DEVELOPER fails to commence construction of PROJECT within eight  
18 (8) months after execution of this Agreement, then DISTRICT reserves the right to withhold  
19 issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at  
20 the time DEVELOPER provides written notification to DISTRICT of the start of construction as  
21 set forth in Section I.8. In the event of a change in the existing site conditions that materially  
22 affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT  
23 DRAINAGE FACILITY, DISTRICT may require DEVELOPER to modify IMPROVEMENT  
24 PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site  
25 conditions that materially affects PROJECT function or CITY'S ability to operate and maintain  
26 CITY FACILITIES, CITY may require DEVELOPER to modify IMPROVEMENTS as deemed  
27 necessary by CITY.  
28



1           6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed  
2 within twenty (20) days of receipt of DEVELOPER'S complete written notice, as set forth in  
3 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the  
4 issuance of a Notice to Proceed is subject to staff availability.

5           In the event DEVELOPER wishes to expedite issuance of a Notice to  
6 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at  
7 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation  
8 of the individual's credentials and experience to DISTRICT for review and, if appropriate,  
9 approval. DISTRICT shall review the individual's qualifications and experience and, upon  
10 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be  
11 authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITY construction  
12 and quality control matters. If DEVELOPER'S initial construction inspection deposit furnished  
13 pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to  
14 DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within  
15 forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum  
16 balance of ten thousand dollars (\$10,000) shall be retained on account.

17           7. PROJECT construction work shall be on a five (5) day, forty (40) hour work  
18 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless  
19 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more  
20 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written  
21 request for permission from DISTRICT to work the additional hours. The request shall be  
22 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work  
23 hours and shall state the reasons for the overtime and the specific time frames required. The  
24 decision of granting permission for overtime work shall be made by DISTRICT at its sole  
25 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be  
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1 charged the cost incurred at the overtime rates for additional inspection time required in  
2 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including  
3 any amendments thereto, of the County of Riverside.

4           8. DEVELOPER for itself, its successors and assigns hereby releases  
5 DISTRICT, the County of Riverside and CITY (including their agencies, districts, special  
6 districts and departments, their respective directors, officer, Board of Supervisors, elected and  
7 appointed officials, employees, agents and representatives) from any and all claims, demands,  
8 actions, or suits of any kind arising out of any liability, known or unknown, present or future,  
9 including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section  
10 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any  
11 other law or ordinance which seeks to impose any other liability or damage, whatsoever, for  
12 damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein  
13 shall constitute a release by DEVELOPER of DISTRICT, its officers, agents and employees from  
14 any and all claims, demands, actions or suits of any kind arising out of any liability, known or  
15 unknown, present or future, for the negligent maintenance of DISTRICT DRAINAGE  
16 FACILITY, after the acceptance of ownership, operation and maintenance of DISTRICT  
17 DRAINAGE FACILITY by DISTRICT.

18           9. DEVELOPER shall indemnify and hold harmless DISTRICT, the County  
19 of Riverside, and CITY (including their respective agencies, districts, special districts and  
20 departments, their respective directors, officers, Board of Supervisors, elected and appointed  
21 officials, employees, agents and representatives) from any liability, claim, damage, proceeding  
22 or action, present or future, based upon, arising out of or in any way relating to DEVELOPER'S  
23 (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions  
24 related to this Agreement, performance under this Agreement, or failure to comply with the  
25 requirements of this Agreement, including but not limited to (a) property damage, (b) bodily  
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1 injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California  
2 Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance  
3 or regulation caused by the diversion of waters from the natural drainage patterns or the discharge  
4 of drainage within or from PROJECT or (d) any other element of any kind or nature whatsoever.

5 DEVELOPER shall defend, at its sole expense, including all costs and fees  
6 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
7 awards), DISTRICT, the County of Riverside, and CITY (including their respective agencies,  
8 districts, special districts and departments, their respective directors, officers, Board of  
9 Supervisors, elected and appointed officials, employees, agents and representatives) in any claim,  
10 proceeding or action for which indemnification is required.

11  
12 With respect to any of DEVELOPER'S indemnification requirements,  
13 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall  
14 have the right to adjust, settle, or compromise any such claim, proceeding or action without the  
15 prior consent of DISTRICT, the County of Riverside and CITY; provided, however, that any  
16 such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
17 DEVELOPER'S indemnification obligations to DISTRICT, the County of Riverside, or CITY.

18  
19 DEVELOPER'S indemnification obligations shall be satisfied when  
20 DEVELOPER has provided to DISTRICT, the County of Riverside, and CITY the appropriate  
21 form of dismissal (or similar document) relieving DISTRICT, the County of Riverside, or CITY  
22 from any liability for the claim, proceeding or action involved.

23  
24 The specified insurance limits required in this Agreement shall in no way  
25 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT,  
26 the County of Riverside and CITY from third party claims.

27  
28 In the event there is conflict between this section and California Civil Code  
Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

1 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of  
2 Riverside or CITY to the fullest extent allowed by law.

3 10. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
4 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
5 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
6 require exact, full and complete compliance with any terms of this Agreement shall not be  
7 construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from  
8 enforcement hereof.  
9

10 11. Any and all notices sent or required to be sent to the parties of this  
11 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

12 **RIVERSIDE COUNTY FLOOD CONTROL**  
13 **AND WATER CONSERVATION DISTRICT**  
14 1995 Market Street  
15 Riverside, CA 92501  
16 Attn: Administration Services Section

**CITY OF MORENO VALLEY**  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attn: Michael Lloyd, Engineering  
Division Manager

17 **KB HOME CALIFORNIA, LLC**  
18 36310 Inland Valley Drive  
19 Wildomar, CA 92595  
20 Attn: Scott Hansen

21 12. This Agreement is to be construed in accordance with the laws of the State  
22 of California. If any provision of this Agreement is held by a court of competent jurisdiction to  
23 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full  
24 force without being impaired or invalidated in any way.

25 13. Any action at law or in equity brought by any of the parties hereto for the  
26 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
27 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
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Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

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waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

15. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

17. The individual(s) executing this Agreement on behalf of DEVELOPER hereby certify that they have the authority within their company to enter into and execute this Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and/or any other board, committee or other entity within their company which have the authority to authorize or deny entering this Agreement.

18. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matters hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

//

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

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IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on JUL 25 2017  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION ISTRICT**

By [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

By [Signature]  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By [Signature]  
LEILA MOSHREF-DANESH  
Deputy County Counsel

By [Signature]  
Deputy

(SEAL)

Cooperative Agreement with City of Moreno Valley and KB Home California, LLC:  
Sunnymead - Vista Land Storm Drain, Stage 1  
Project No. 4-0-00364  
(Tract NO. 31592)  
04/25/17  
CSS:AMR:blm

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE


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RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY


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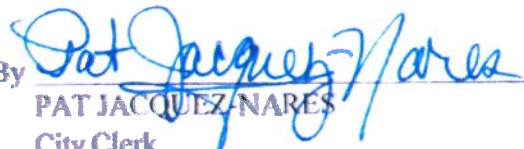
By   
AHMAD R. ANSARI  
Public Works Director/City Engineer

By   
Thomas M. DeSantis  
City Manager

APPROVED AS TO FORM:  
MARTIN D. KOCZANOWICZ  
City Attorney

ATTEST:

By   
PAUL EARLY  
Assistant City Attorney

By   
PAT JACQUEZ-NARES  
City Clerk

(SEAL)

Cooperative Agreement:  
West End Moreno MDP Line V-3, Stage I  
Project No. 4-0-00786  
Tract No. 35414  
AMR:blm  
02/14/17

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**KB HOME CALIFORNIA, LLC**  
a Delaware limited liability company

By   
SCOTT HANSEN  
Vice President, Forward Planning

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement with City of Moreno Valley and KB Home California, LLC:  
Sunnymead - Vista Land Storm Drain, Stage 1  
Project No. 4-0-00364  
(Tract NO. 31592)  
04/25/17  
CSS:AMR:blm

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

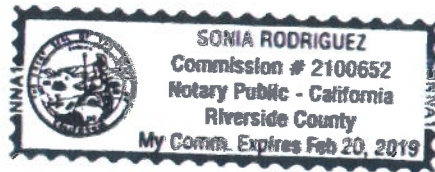
State of California }  
County of Riverside }

On May 2, 2017 before me, Sonia Rodriguez, Notary Public, personally appeared Scott Hansen, 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.

  
\_\_\_\_\_  
Sonia Rodriguez



(SEAL)

## Exhibit A

### LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

**PARCEL 1:**

PARCEL 1 OF LOT LINE ADJUSTMENT NO. 9621 RECORDED JUNE 23, 2005 AS INSTRUMENT NO. 2005-498850 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EASTERLY RECTANGULAR 660 FEET OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 3 WEST SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30;

THENCE SOUTH 00° 45' 22" WEST, ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1056.28 FEET TO A POINT THEREON;

THENCE NORTH 89° 18' 10" WEST, A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF SAID EASTERLY RECTANGULAR 660 FEET OF THE NORTHEAST QUARTER OF SECTION 30;

THENCE NORTH 00° 45' 22" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1062.87 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30;

THENCE SOUTH 88° 43' 50" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 660.03 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

APN: 474-490-024-0

**PARCEL 2:**

PARCEL 2 OF LOT LINE ADJUSTMENT NO. 9621 RECORDED JUNE 23, 2005 AS INSTRUMENT NO. 2005-0498850 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE EASTERLY RECTANGULAR 660 FEET OF THE NORTHERLY RECTANGULAR 1320 FEET OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 3 WEST SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ACCORDING TO THE OFFICIAL PLAT THEREOF;

TOGETHER WITH THE EASTERLY RECTANGULAR 660 FEET OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 3 WEST SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF;

## Exhibit A

EXCEPTING THEREFROM THAT PORTION OF THE EASTERLY RECTANGULAR 660 FEET OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 3 WEST SAN BERNARDINO MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 00° 45' 22" WEST, ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1056.28 FEET TO A POINT THEREON; THENCE NORTH 89° 18' 10" WEST, A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF SAID EASTERLY RECTANGULAR 660 FEET OF THE NORTHEAST QUARTER OF SECTION 30; THENCE NORTH 00° 45' 22" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1062.87 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE SOUTH 88° 43' 50" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 660.03 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

APN: 474-490-025-1

**PARCEL 3:**

PARCEL 2 OF LOT LINE ADJUSTMENT NO. 05088 RECORDED NOVEMBER 08, 2006 AS INSTRUMENT NO. 2006-0823600 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 3 WEST SAN BERNARDINO MERIDIAN.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN SAID SOUTHWEST QUARTER DESCRIBED AS FOLLOWS:

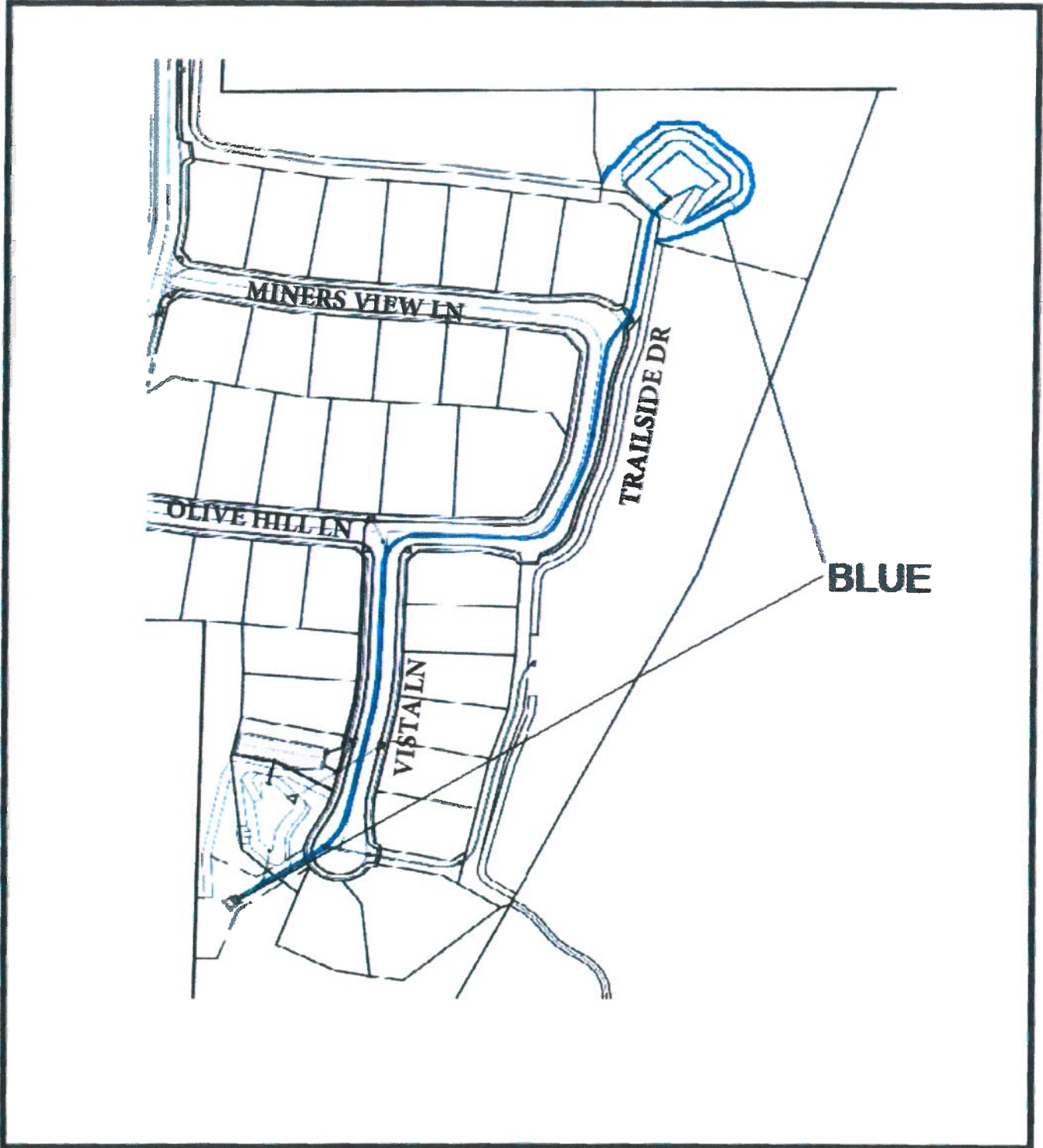
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 00° 45' 22" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 845.25 FEET TO A POINT THEREON; THENCE NORTH 88° 53' 33" EAST, A DISTANCE OF 1303.07 FEET; THENCE SOUTH 00° 30' 13" WEST, A DISTANCE OF 1335.26 FEET; THENCE SOUTH 88° 54' 01" WEST, A DISTANCE OF 1308.84 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 00° 44' 37" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 490.01 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT IN DEED RECORDED ON JANUARY 25, 1991 AS INSTRUMENT NUMBER 027950 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT IN DEED RECORDED ON AUGUST 08, 1995 AS INSTRUMENT NUMBER 258682 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN: 474-040-032-6

**Exhibit B**



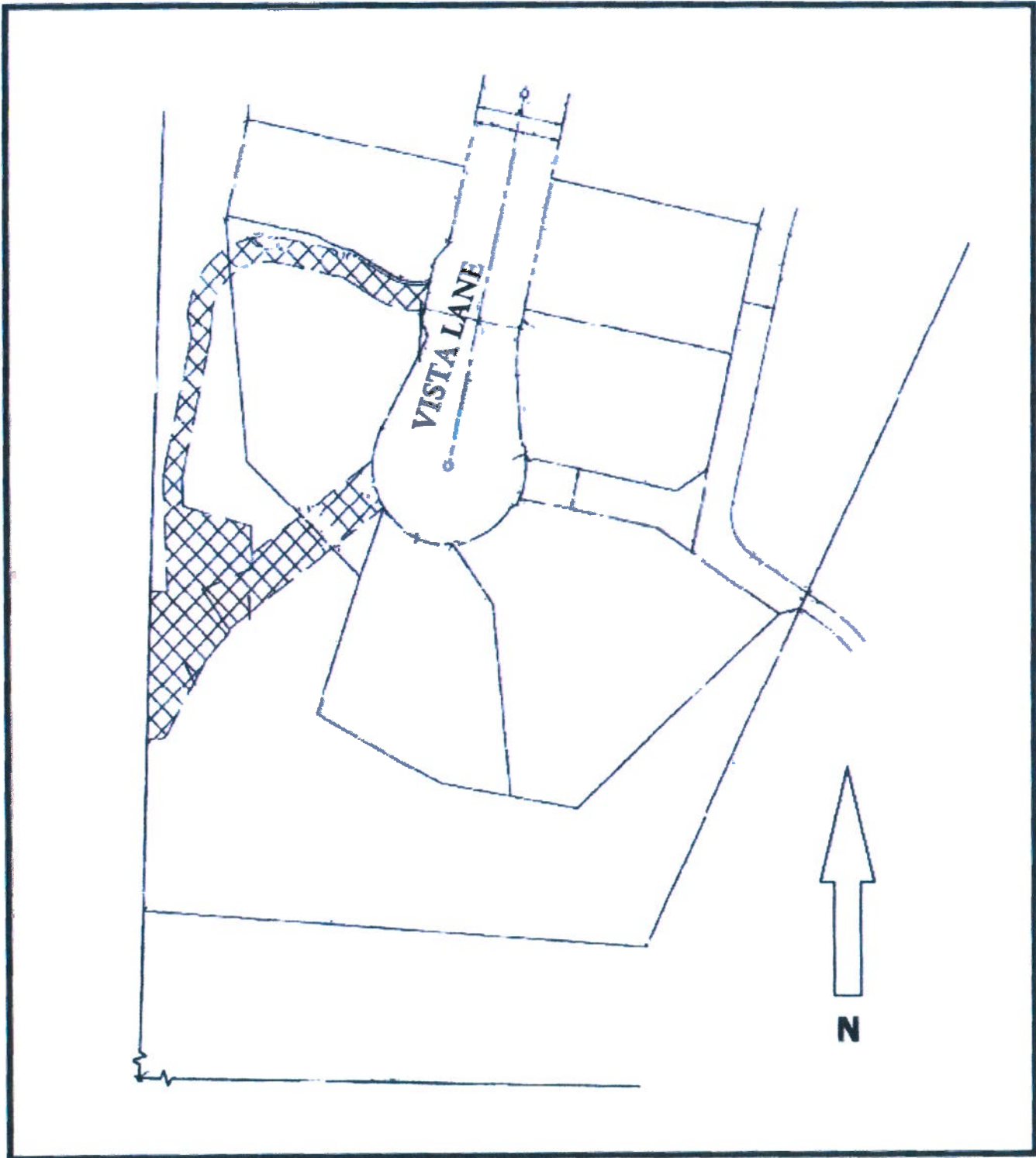
**COOPERATIVE AGREEMENT**

Sunnymead - Vista Lane Storm Drain, Stage 1

TR 31592  
Project No. 4-0-00364  
Page 1 of 1

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage 1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

**Exhibit C**



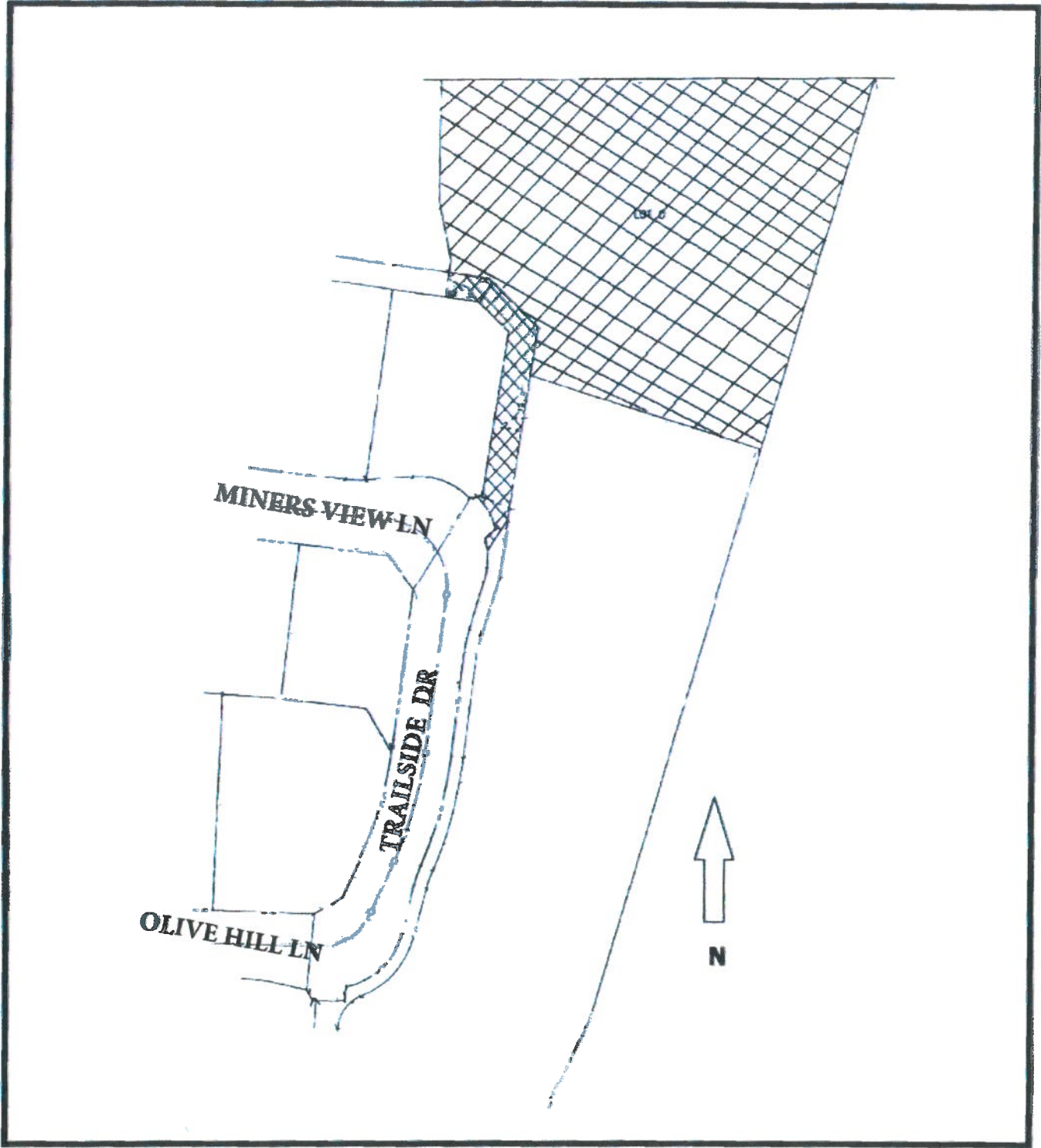
**COOPERATIVE AGREEMENT**

Sunnymead - Vista Lane Storm Drain, Stage 1

TR 31592  
Project No. 4-0-00364  
Page 1 of 2

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE

**Exhibit C**



**COOPERATIVE AGREEMENT**  
Sunnymead - Vista Lane Storm Drain, Stage 1  
TR 31592  
Project No. 4-0-00364  
Page 2 of 2

Attachment: Cooperative Agreement - Sunnymead-Vista Lane Storm Drain, Stage1 - TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE



248010

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
PA03-0086 (LGL23-0007)  
Tract No. 31592  
APNs 474-760-024 and 474-760-026

**The undersigned grantor(s) declare(s)**

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation** does hereby remise, release and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, all right, title and interest in and to an access easement, situated in the city of Moreno Valley, County of Riverside, State of California, described as follows:

See legal description attached hereto as Exhibit "A", and made part hereof, to be referenced hereafter as **RCFC Parcel No. 4364-500**.

CITY OF MORENO VALLEY,  
a municipal corporation:

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

By: \_\_\_\_\_  
MIKE LEE, City Manager

ATTEST:

JANE HALSTEAD,  
Clerk to the City of Moreno Valley

By: \_\_\_\_\_  
City Clerk

(SEAL)

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

SUNNYMEAD – VISTA LANE - STORM DRAIN


Parcel No. 4364-500

APNs: 474-760-024 & 474-760-026

In the City of Moreno Valley, County of Riverside, State of California, being that certain Access Easement, noted as Easement Note No. 9, over portion of Lot L and Lot S, Tract No. 31592, filed in Book 461, Pages 57 through 80, inclusive, of Maps, records of said county.

Containing 9,225 square feet / 0.212 acre more or less.



  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 3/20/2023

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated \_\_\_\_\_ from the **CITY OF MORENO VALLEY** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION** ("Grantee"), a **body politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

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

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
Tract No. 31592  
APN 474-760-024 and 474-760-026  
RCFC Parcel No. 4364-500

AU:blm

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

248012

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
PA03-0086 (LGL 23-0007)  
Tract No. 31592  
APNs 474-760-024 and 474-760-026

**The undersigned grantor(s) declare(s)**

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation** does hereby remise, release and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, all right, title and interest in and to a storm drain easement, situated in the city of Moreno Valley, County of Riverside, State of California, described as follows:

See legal description attached hereto as Exhibit "A", and made part hereof, to be referenced hereafter as **RCFC Parcel No. 4364-501**.

CITY OF MORENO VALLEY,  
a municipal corporation:

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

By: \_\_\_\_\_  
MIKE LEE, City Manager

ATTEST:

JANE HALSTEAD  
Clerk to the City of Moreno Valley

By: \_\_\_\_\_  
City Clerk

(SEAL)

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

SUNNYMEAD – VISTA LANE - STORM DRAIN


Parcel No. 4364-501

APNs: 474-760-024 & 474-760-026

In the City of Moreno Valley, County of Riverside, State of California, being that certain Storm Drain Easement, noted as Easement Note No. 10, over portions of Lot L and Lot S, Tract No. 31592, filed in Book 461, Pages 57 through 80, inclusive, of Maps, records of said county.

Containing 3,464 square feet / 0.080 acre more or less.



  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 3/20/2022

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592)) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated \_\_\_\_\_ from the **CITY OF MORENO VALLEY** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION** ("Grantee"), a **body politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

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

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
Tract No. 31592  
APN 474-760-024 & 474-760-026  
RCFC Parcel No. 4364-501

AU:blm

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

248015

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
PA03-0086 (LGL23-0008)  
Tract No. 31592  
APN 474-760-027

**The undersigned grantor(s) declare(s)**

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation** does hereby remise, release and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, all right, title and interest in and to a storm drain easement, situated in the city of Moreno Valley, County of Riverside, State of California, described as follows:

See legal description attached hereto as Exhibit "A", and made part hereof, to be referenced hereafter as **RCFC Parcel No. 4364-502.**

CITY OF MORENO VALLEY,  
a municipal corporation:

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

By: \_\_\_\_\_  
MIKE LEE, City Manager

ATTEST:

JANE HALSTEAD  
Clerk to the City of Moreno Valley

By: \_\_\_\_\_  
City Clerk

(SEAL)

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

SUNNYMEAD – VISTA LANE - STORM DRAIN

Parcel No. 4364-502

APNs: 474-760-027

In the City of Moreno Valley, County of Riverside, State of California, being that certain Storm Drain Easement, noted as Easement Note No. 10, over portion of Lot T lying easterly of "L118", Tract No. 31592, filed in Book 461, Pages 57 through 80, inclusive, of Maps, records of said county.

Containing 5,523 square feet / 0.127 acre more or less.



*[Handwritten Signature]*  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 3/20/2023

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592)) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated \_\_\_\_\_ from the **CITY OF MORENO VALLEY** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION** ("Grantee"), a **body politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

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

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
Tract No. 31592  
APN 474-760-027  
RCFC Parcel No. 4364-502

AU:blm

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE



248014

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
PA03-0086(LGL23-0006)  
Tract No. 31592  
APN 474-760-022

**The undersigned grantor(s) declare(s)**

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation** does hereby remise, release and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, all right, title and interest in and to an easement for flood control and drainage purposes, including but not limited to construction, use, repair, reconstruction, inspection, operation and maintenance of basin and storm drain facilities and all appurtenant works, including ingress and egress thereto, situated in the city of Moreno Valley, County of Riverside, State of California, more particularly described in Irrevocable Offer of Dedication recorded August 15, 2018 as Instrument Number 2018-0326762 in the records of the Recorder's Office, Riverside County, State of California, to be referenced hereafter as **RCFC Parcel 4364-503** as shown on Exhibit "A", attached for reference purposes only.

CITY OF MORENO VALLEY,  
a municipal corporation:

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

By: \_\_\_\_\_  
MIKE LEE, City Manager

ATTEST:

JANE HALSTEAD  
Clerk to the City of Moreno Valley

By: \_\_\_\_\_  
City Clerk

(SEAL)

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592)) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

CONSENT TO RECORD (GOV. CODE 7050)

THIS IS TO CERTIFY that the City of Moreno Valley consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on September 6, 2017 as Instrument No. 2017-0370070

2018-0326762

08/15/2018 01:51 PM Fee: \$ 0.00

Page 1 of 3

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501

420

NO FEE (GOV. CODE 6103)

Sunnymead – Vista Ln SD, Stg. 1  
Project No. 7-0-00364  
TR 31592

IRREVOCABLE OFFER OF DEDICATION

KB HOME CALIFORNIA LLC, a Delaware limited liability company, hereby Dedicates in Perpetuity to the Public, on behalf of Riverside County Flood Control and Water Conservation District, an easement for flood control and drainage purposes, included but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of basin and storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

See legal description attached hereto as Exhibit "A" and made a part hereof.

KB HOME CALIFORNIA LLC,  
a Delaware limited liability company:

Date: 7/31/18

By: [Signature]

Name: SCOTT HANSEN

Title: V.P. FORWARD PLANNING

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

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

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

Title: \_\_\_\_\_

(Notary Attached)

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

EXHIBIT "A"

LEGAL DESCRIPTION

SUNNYMEAD – VISTA LANE STORM DRAIN, STAGE 1

In the City of Moreno Valley, county of Riverside, State of California, Lot D of Tract No. 31592, as shown on a Map recorded in Book 461, at Pages 57 to 80, inclusive, of Maps, in the Office of the Riverside County Recorder.

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

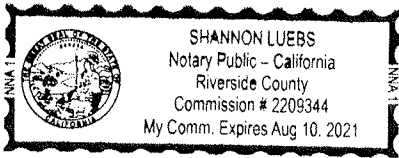
State of California }  
County of Riverside }

On July 31, 2018 before me, Shannon Luebs, Notary Public, personally appeared Scott Hansen, 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.

Shannon Luebs  
Shannon Luebs



(SEAL)

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated \_\_\_\_\_ from the **CITY OF MORENO VALLEY** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION** ("Grantee"), a **body politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

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

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Sunnymead-Vista Lane Storm Drain  
Project No. 4-0-00364  
Tract No. 31592  
APN 474-760-022  
RCFC Parcel No. 4364-503

AU:blm

Attachment: Quitclaim Deeds TR 31592 (6294 : PA03-0086 (TM 31592) - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Assistant City Manager (Development)

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVE RESOLUTION DIRECTING MORENO VALLEY UTILITY TO USE REVENUE FROM CALIFORNIA LOW CARBON FUEL STANDARD (LCFS) MARKET SOLELY TO REDUCE GREENHOUSE GAS EMISSIONS

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve Resolution No. 2023-XX directing Moreno Valley Utility to use revenue from California Low Carbon Fuel Standard (LCFS) Market solely to reduce greenhouse gas emissions and improve local air quality consistent with the Greenhouse Gas Reduction Fund Act.

### **SUMMARY**

In 2009, the California Air Resources Board (CARB) approved the Low Carbon Fuel Standard (LCFS) as a measure to achieve two goals: (1) reduce California's greenhouse gas (GHG) emissions and the carbon intensity (CI) of transportation fuel used in California by at least 10 percent by 2020 from a 2010 baseline; and (2) provide an increasing range of renewable alternatives, which reduce petroleum dependency and achieve air quality benefits. These reductions result in credit generation opportunities that can be used to benefit the community.

This report recommends approval of Resolution 2023-XX directing Moreno Valley Utility to use the revenue from the sale of Low Carbon Fuel Standard (LCFS) credits to solely support projects and programs that help to reduce greenhouse gas emissions and improve local air quality consistent with the Greenhouse Gas Reduction Fund Act.

### **DISCUSSION**

The LCFS is expressed in terms of the "carbon intensity" (CI) of gasoline and diesel fuel

and their respective substitutes. One LCFS credit represents 1 metric ton of GHG emission reduced. The carbon intensity scores assessed for each fuel are compared to a declining CI benchmark for each year. Low carbon fuels below the benchmark generate credits, while fuels above the CI benchmark generate deficits. To meet compliance requirements, importers and refiners of carbon-intensive fuels accrue deficits, which they need to offset with credits. They are required to either blend cleaner fuels or buy LCFS credits from generators of lower CI fuels. The LCFS market is the mechanism entities use to buy credits necessary to offset their deficits. The value of the LCFS credit is determined by supply and demand dynamics within the market; the average 2023 price per credit is approximately \$72.00.

Since 2019, Moreno Valley Utility has been accruing LCFS credits from the utility-owned EV chargers; the current balance is 4,587 credits. Staff is recommending selling the credits into the market. The revenue generated from the sale of these credits can only be used to fund projects and programs that help to reduce greenhouse gas emissions and improve local air quality consistent with the Greenhouse Gas Reduction Fund Act, such as the installation of electric vehicle infrastructure.

### **ALTERNATIVES**

1. Approve the proposed Resolution directing Moreno Valley Utility to use the revenue generated from the sale of Low Carbon Fuel Standard (LCFS) credits to fund projects and programs that help to reduce greenhouse gas emissions and improve local air quality.
2. Do not approve the proposed Resolution directing Moreno Valley Utility to sell the LCFS credits and use the revenue to solely benefit the community. *The City would have less funds to use for projects and programs that would benefit the community while reducing greenhouse gas emissions and improving local air quality.*

### **FISCAL IMPACT**

MVU has a total of 4,587 credits through 2022. It is anticipated that MVU will receive approximately \$330,264 through the sale of the credits to be used for projects and programs that help to reduce greenhouse gas emissions and improve local air quality. Funds will not be available until fiscal year 2023/2024; a budget adjustment for MVU's operating fund will be presented to Council for approval when the actual dollar amount of the sale of the credits is determined.

### **NOTIFICATION**

Posting of Agenda.

### **ATTACHMENTS**

Attachment 1 – Proposed Resolution 2023-XX\_LCFS

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Melissa Walker, P.E.  
Public Works Director/City Engineer

Concurred By:  
Michael Lloyd, P.E.  
Assistant City Manager (Development)

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. Resolution 2023-XX LCFS 06202023

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 7:51 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/13/23 8:55 AM



## RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DIRECTING MORENO VALLEY UTILITY TO USE THE CREDIT REVENUE FROM THE LOW CARBON FUEL STANDARD SOLELY TO REDUCE GREENHOUSE GAS EMISSIONS

WHEREAS, the California Air Resources Board ("ARB") implemented the California Low Carbon Fuel Standard (LCFS) in which an Credit is a limited tradable commodity representing the offset of one metric ton of carbon; and

WHEREAS, Moreno Valley Electric Utility ("MVU") is an Electric Distribution Utility as defined in ARB's regulations, and receives Credits related to the amount of carbon it's alternative fueling systems help to offset as determined by the ARB's LCFS reporting system; and

WHEREAS, MVU would like to monetize the credits it has received from the administration of its alternative fueling system through the open solicitation of bids; and

WHEREAS, MVU shall receive the revenue when its Credits are sold through competitive bidding; and

WHEREAS, subject to any limitations imposed by the City Council, MVU is required to use the Credit revenue solely to support projects and programs that help to reduce greenhouse gas emissions and improve local air quality consistent with the Greenhouse Gas Reduction Fund Act; and

WHEREAS, the Electric Utility Division Manager is authorized to do all things necessary and proper for operating MVU.

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

Section 1. MVU shall establish an LCFS Credit Account for the purpose of holding tracking, and disbursing all revenues received by MVU from the sale of its Credits in the Low Carbon Fuel Standard market.

Section 2. The Electric Utility Division Manager, or her/his designee, is directed to use the Credit revenue to implement programs and perform projects that help reduce greenhouse gas emissions and benefit MVU's retail electricity customers such as electric vehicle incentives and rebates.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

1  
Resolution No. 2023-XX Date  
Adopted: June 20, 2023

Attachment: Resolution 2023-XX LCFS 06202023 (6231 : APPROVE RESOLUTION DIRECTING USE OF LCFS FUNDS)

Section 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Attachment: Resolution 2023-XX LCFS 06202023 (6231 : APPROVE RESOLUTION DIRECTING USE OF LCFS FUNDS)

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Attachment: Resolution 2023-XX LCFS 06202023 (6231 : APPROVE RESOLUTION DIRECTING USE OF LCFS FUNDS)

3  
Resolution No. 2023-XX  
Date Adopted: June 20, 2023



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** June 20, 2023

**TITLE:** ACCEPT CALTRANS HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT FOR FOUR PROJECTS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Traffic Signal Upgrades in the amount of \$982,710 (Fund 2301) with a city local match of \$109,190 (Fund 2000); and
2. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Iris Avenue Corridor Safety Improvements in the amount of \$449,370 (Fund 2301) with a city local match of \$49,930 (Fund 2000); and
3. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Perris Boulevard Signalized Intersection Safety Improvements in the amount of \$648,900 (Fund 2301) with a city local match of \$72,100 (Fund 2000); and
4. Accept and approve the Program Supplement Agreements between California Department of Transportation (Caltrans) and the City of Moreno Valley (City) for the project of Overnight Intersection Visibility Systemic Safety Improvements in the amount of \$1,294,830 (Fund 2301) with a city local match of \$143,870 (Fund 2000); and

5. Authorize the Public Works Director/City Engineer to execute the Program Supplement Agreements and any subsequent amendments, subject to the approval of the City Attorney; and
6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

## **SUMMARY**

This report recommends accepting the Cycle 11 Local Highway Safety Improvement Program (HSIP) grant funding and authorize the Public Works Director/City Engineer to execute the Program Supplement Agreements with Caltrans. Acceptance of grant funding is for \$3,375,810 (90%) with a City local match requirement of \$375,090 (10%). The total project cost is \$3,750,900.

## **DISCUSSION**

The Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. Under IIJA, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The Caltrans Division of Local Assistance (DLA) manages California's local agency share of HSIP funds. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means.

The City submitted HSIP applications for projects identified in the recently completed Local Roadway Safety Plan (LRSP) that was grant funded by Caltrans. On March 13, 2023, Caltrans awarded 90% of the total project cost, \$3,375,810. The City's 10% local match requirement is \$375,090 of State Gas Tax Funds (Fund 2000). The total project cost of \$3,750,900, is for the following four (4) traffic signal and safety projects to the City of Moreno Valley.

- Traffic Signal Upgrade (\$1,091,900)
- Iris Avenue Corridor Safety Improvements (\$499,300)
- Perris Boulevard Signalized Intersection Safety Improvements (\$721,000)
- Overnight Intersection Visibility Systemic Safety Improvements (\$1,438,700)

The projects will improve traffic signal hardware and other traffic control devices, including lenses, back-plates with retro reflective borders, and mounting.

The Program Supplement Agreements (PSA) provided at this time fund the first phase of each project which is design and environmental clearance. Subsequent project

phases will be funded through PSA Amendments.

## **ALTERNATIVES**

1. Approve and authorize the recommendations as presented in this report. *This alternative will allow the projects to move forward in a timely manner and enable the City to receive reimbursement from Caltrans.*
2. Do not approve the recommended actions as presented in this staff report. *This alternative will prohibit the City from receiving the HSIP grant funds from Caltrans.*

## **FISCAL IMPACT**

The project is funded by the Cycle 11 Local HSIP grant. The total project cost will be \$3,750,900 wherein grant funding will be \$3,375,810 and City match will be \$375,090. The total grant amount, \$3,375,810, will be allocated to Fund 2301 (Capital Projects Reimbursement) among four (4) traffic signal and safety projects. Additionally, the city's 10 percent local match obligation, \$375,090, will be funded with Fund 2000 (State Gas Tax). There is no impact to the General Fund.

Category	Fund	GL Account No.	Type	Original Budget	Proposed Adjustments	Revised Budget
CIP	Capital Projects Grants (2301)	2301-99-99-92301-486010 Project No. 808 0035-2301-98	Rev	\$0	\$982,710	\$982,710
CIP	Capital Projects Grants (2301)	2301-70-76-80008-720199 Project No. 808 0035-2301-99	Exp	\$0	\$982,710	\$982,710
CIP	State Gas Tax (2000)	2000-70-76-80008-720199 Project No. 808 0035-2000-99	Exp	\$0	\$109,190	\$109,190
CIP	Capital Projects Grants (2301)	2301-99-99-92301-486010 Project No. 808 0036-2301-98	Rev	\$0	\$449,370	\$449,370
CIP	Capital Projects Grants (2301)	2301-70-76-80008-720199 Project No. 808 0036-2301-99	Exp	\$0	\$449,370	\$449,370
CIP	State Gas Tax (2000)	2000-70-76-80008-720199 Project No. 808 0036-2000-99	Exp	\$0	\$49,930	\$49,930
CIP	Capital Projects Grants (2301)	2301-99-99-92301-486010 Project No. 808 0037-2301-98	Rev	\$0	\$648,900	\$648,900
CIP	Capital Projects Grants (2301)	2301-70-76-80008-720199 Project No. 808 0037-2301-99	Exp	\$0	\$648,900	\$648,900
CIP	State Gas Tax (2000)	2000-70-76-80008-720199 Project No. 808 0037-2000-99	Exp	\$0	\$72,100	\$72,100
CIP	Capital Projects Grants (2301)	2301-99-99-92301-486010 Project No. 808 0038-2301-98	Rev	\$0	\$1,294,830	\$1,294,830
CIP	Capital Projects Grants (2301)	2301-70-76-80008-720199 Project No. 808 0038-2301-99	Exp	\$0	\$1,294,830	\$1,294,830
CIP	State Gas Tax (2000)	2000-70-76-80008-720199 Project No. 808 0038-2000-99	Exp	\$0	\$143,870	\$143,870

## **NOTIFICATION**

Publication of agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Wei Sun, T.E., PTOE  
City Traffic Engineer

Department Head Approval:  
Melissa Walker, P.E  
Public Works Director/City Engineer

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



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

- 1. HSIP Cycle 11 Moreno Valley - signed
- 2. 08-5441S21 City of Moreno Valley
- 3. 5441078 PSA to Agency (003)
- 4. 5441079 PSA to Agency (002)
- 5. 5441080 PSA to Agency
- 6. 5441081 PSA

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 12:21 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 12:30 PM

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF LOCAL ASSISTANCE

P.O. BOX 942874, MS-1

SACRAMENTO, CA 94274-0001

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*Making Conservation  
a California Way of Life.*

March 9, 2023

Michael Lloyd  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Dear Michael Lloyd:

Congratulations! Your HSIP application has been selected for funding:

Application ID	Location	Description of Work	Project Cost	HSIP Funds (State)
08-Moreno Valley-1	50 intersections throughout the city.	Improve signal hardware including: lenses, backplates with retro reflective borders, mounting, size and number.	\$1,091,900.00	\$ 982,710.00
08-Moreno Valley-2	3-mile corridor along Iris Avenue, between the Iris Avenue/Heacock Street intersection to the west and the Iris Avenue/Nason Street intersection to the east.	Implement safety improvements including: retroreflective backplates, advanced stop bar and high-visibility crosswalk striping, leading pedestrian intervals, advanced warning signs, object markers, and edge-lines.	\$ 499,300.00	\$ 449,370.00
08-Moreno Valley-3	16 signalized intersections on Perris Boulevard.	Signalized intersection improvements including retroreflective backplates, LPIs and advanced stop bars with upgraded crosswalk markings.	\$ 721,000.00	\$ 648,900.00
08-Moreno Valley-5	15 signalized intersections on high speed roads.	Intersection visibility improvements including additional intersection lighting, advance stop bars and high-visibility striping, and retroreflective backplates.	\$1,438,700.00	\$1,294,830.00

**Attachment: HSIP Cycle 11 Moreno Valley - signed [Revision 1] (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)**



Michael Lloyd  
 March 9, 2023  
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The complete list of funded projects in HSIP Cycle 11 Call for Projects is available online at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/approved-project-lists>.

The agency's first step is to contact the appropriate District Local Assistance Engineer (DLAE) who can assist with the funding allocation process and other project management requirements. The DLAE contact information is available at <https://dot.ca.gov/programs/local-assistance/other-important-issues/local-assistance-contacts>.

To help in the success of your project, here are some important items to note:

1. State funds will be used for many HSIP Cycle 11 projects; the projects that fit into the High-Risk Rural Road (HR3) will be federalized to meet the FHWA's Special Rule for the High-Risk Rural Roads; the projects that implement mainly Pedestrian/Bike safety countermeasures may be federalized for satisfying the FHWA's Special Rule for Vulnerable Road Users (VRU).
2. The HSIP is a reimbursement program. Reimbursable work cannot commence on your project until you receive an allocation (for state funds) or an authorization for (federal funds) from Caltrans Division of Local Assistance (DLA) for this project.
3. For state funded HSIP projects, please note:
  - a. the funding allocation process for HSIP projects with state HSIP Funding is different from projects in other programs such as ATP/STIP and SB1. The funding allocation for HSIP projects is processed through Caltrans DLA, not the CTC.
  - b. The funding allocation request is Phase specific, i.e., Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON).

For more guidance on implementing State-funded HSIP projects, please visit <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip>.

4. For federally funded HSIP projects, please follow the project authorization process in Chapter 3 of the [Local Assistance Procedures Manual \(LAPM\)](#).
5. The delivery of the HSIP Cycle 11 projects must meet the below milestones:
  - a. The PE phase (if applicable) must be allocated by 12/31/2023.
  - b. The Construction (CON) phase must be allocated by 3/31/2026 (6 months may be added for projects with consultant for PE).
  - c. The project must be completed and closed out by 3/31/2028 (6 months may be added for projects with consultant for PE).

HSIP project delivery requests and status of the projects are available at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

6. It is the agency's responsibility to review their project scope throughout the project delivery process and confirm that HSIP funding is used to fund the approved eligible scope as

*"Provide a safe, sustainable, integrated and efficient transportation system  
 to enhance California's economy and livability"*

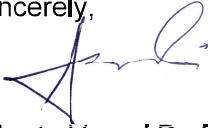
Michael Lloyd  
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defined in your HSIP application. In case that any scope or cost change is needed, please contact your [DLAE](#).

7. Prior to engaging in any Architectural and Engineering (A&E) contract procurement(s), agencies should reference Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM), located at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

If you have any questions about your project, please contact your [DLAE](#).

Sincerely,



Alberto Vergel De Dios  
District Local Assistance Engineer

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
STATE-FUNDED PROJECTS

08	City of Moreno Valley
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District	Administering Agency

Agreement No. 08-5441S21

This AGREEMENT, is entered into effective this 14th day of February, 2022, by and between the City of Moreno Valley, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

Attachment: 08-5441S21 City of Moreno Valley (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

Attachment: 08-5441S21 City of Moreno Valley (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

## ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

## ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.



1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

Attachment: 08-5441S21 City of Moreno Valley (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable to the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

Attachment: 08-5441S21 City of Moreno Valley (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
By Daniel Bui  
Senior Transportation Engineer  
for Chief, Office of Project Implementation  
Division of Local Assistance  
Date 02/14/2022

City of Moreno Valley  
By [Signature]  
MICHAEL LLOYD PUBLIC WORKS DIRECTOR/  
CITY ENGINEER  
City of Moreno Valley  
Representative Name & Title  
(Authorized Governing Body Representative)  
Date 2/9/22

Attachment: 08-5441S21 City of Moreno Valley (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)



## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

RESOLUTION NO. 2011-43

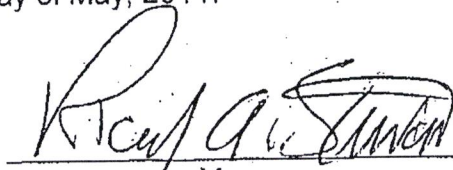
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF PROGRAM SUPPLEMENT AGREEMENTS TO ADMINISTERING AGENCY-STATE AGREEMENTS BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, AND THE CITY OF MORENO VALLEY

WHEREAS, various public works projects are eligible to receive funding from a variety of federal and/or state funding sources; and

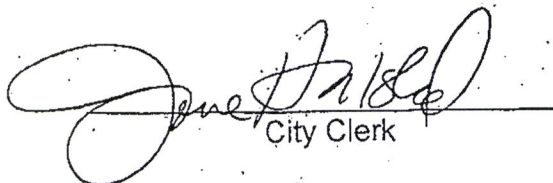
WHEREAS, payment of reimbursements for these projects is made available through a Program Supplement Agreement to Administering Agency-State Agreements between the State of California and the City of Moreno Valley.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Public Works Director/City Engineer is authorized to execute all Program Supplement Agreements to the Administering Agency-State Agreements between the State of California, acting by and through the Department of Transportation and the City of Moreno Valley.

APPROVED AND ADOPTED this 24<sup>th</sup> day of May, 2011.

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-43 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24<sup>th</sup> day of May, 2011 by the following vote:

AYES: Council Members Hastings, Co, Batey, Mayor Pro Tem Molina and Mayor Stewart

NOES: None

ABSENT: None

ABSTAIN: None

  
CITY CLERK

(SEAL)

PROGRAM SUPPLEMENT NO. 00000A154  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 08-5441S21

Adv. Project ID  
0823000102

Date: May 22, 2023  
Location: 08-RIV-0-MORV  
Project Number: HSIPSL-5441(078)  
E.A. Number:  
Locode: 5441

This Program Supplement, effective 5/1/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5441S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/14/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 50 Citywide Intersections

TYPE OF WORK: Upgrade Signals

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$50,000.00		\$45,000.00	\$5,000.00		\$0.00

CITY OF MORENO VALLEY

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 5/22/2023

\$45,000.00

Attachment: 5441078 PSA to Agency (003) (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

**SPECIAL COVENANTS OR REMARKS**

- 1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
- B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).  
  
A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.
- C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
- D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
- E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.
- F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
- G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

Attachment: 5441078 PSA to Agency (003) (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

### SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Attachment: 5441078 PSA to Agency (003) (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

PROGRAM SUPPLEMENT NO. 00000A155  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 08-5441S21

Adv. Project ID  
0823000103

Date: May 23, 2023  
Location: 08-RIV-0-MORV  
Project Number: HSIPSL-5441(079)  
E.A. Number:  
Locode: 5441

This Program Supplement, effective 5/1/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5441S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/14/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 3-mile corridor along Iris Avenue in the City of Moreno Valley

TYPE OF WORK: Pavement Markings

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$75,000.00		\$67,500.00	\$7,500.00		\$0.00

CITY OF MORENO VALLEY

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 5/23/2023

\$67,500.00

Attachment: 5441079 PSA to Agency (002) (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)



### SPECIAL COVENANTS OR REMARKS

1.
  - A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
  - B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.
  - C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
  - D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
  - E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.
  - F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
  - G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

Attachment: 5441079 PSA to Agency (002) (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

### SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Attachment: 5441079 PSA to Agency (002) (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

PROGRAM SUPPLEMENT NO. 00000A157  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 08-5441S21

Adv. Project ID  
0823000112

Date: May 23, 2023  
Location: 08-RIV-0-MORV  
Project Number: HSIPS-5441(080)  
E.A. Number:  
Locode: 5441

This Program Supplement, effective 5/1/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5441S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/14/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 16 signalized intersections on Perris Boulevard in the City of Moreno Valley.

TYPE OF WORK: Pavement Markings

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$60,000.00		\$54,000.00		\$6,000.00	\$0.00

CITY OF MORENO VALLEY

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 5/23/2023

\$54,000.00

Attachment: 5441080 PSA to Agency (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

### SPECIAL COVENANTS OR REMARKS

1.
  - A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
  - B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.
  - C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
  - D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
  - E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.
  - F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
  - G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

Attachment: 5441080 PSA to Agency (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

### SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Attachment: 5441080 PSA to Agency (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

PROGRAM SUPPLEMENT NO. 00000A156  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 08-5441S21

Adv. Project ID  
0823000113

Date: June 01, 2023  
Location: 08-RIV-0-MORV  
Project Number: HSIPSL-5441(081)  
E.A. Number:  
Locode: 5441

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5441S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/14/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 15 signalized intersections on high speed roads with overnight collision trends.

TYPE OF WORK: Street Lighting

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$150,000.00		\$135,000.00	\$15,000.00	\$0.00

CITY OF MORENO VALLEY

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_


Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 06/01/2023

\$135,000.00

Attachment: 5441081 PSA (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

### SPECIAL COVENANTS OR REMARKS

1.
  - A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
  - B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).  
  
A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.
  - C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
  - D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
  - E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.
  - F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
  - G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

Attachment: 5441081 PSA (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)

**SPECIAL COVENANTS OR REMARKS**

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Attachment: 5441081 PSA (6191 : ACCEPT CALTRANS HSIP GRANT FOR FOUR PROJECTS)





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** June 20, 2023

**TITLE:** ACCEPT SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Accept and approve the Safe Street for All (SS4A) Grant Agreement between the Federal Highway Administration (FHWA) and the City of Moreno Valley (City) in the amount of \$435,600 (Fund 2301) with a city local match of \$108,900 (Fund 2000); and
2. Authorize the Public Works Director/City Engineer to execute the attached Grant Agreement under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program (SS4A), subject to any minor changes initiated by U.S. Department of Transportation and the approval of the City Attorney; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement, subject to the approval of the City Attorney; and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

This report recommends approval of the agreement with the Federal Highway Administration (FHWA) to accept the Safe Streets and Roads for All grant funds in the amount of \$435,600 (80%) with a City local match requirement of \$108,900 (20%). The total project cost is \$544,500.

## **DISCUSSION**

The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways.

On February 1, 2023, U.S. Transportation Secretary Pete Buttigieg announced \$800 million in grant awards for 510 projects through the first round of funding for the SS4A grant program. The City of Moreno Valley was awarded a grant in the amount of \$435,600, 80% of the total project cost, \$544,500. The City's 20% local match requirement is \$108,900 of State Gas Tax Funds (Fund 2000).

The City of Moreno Valley grant funds will enhance the current Local Roadway Safety Plan (LRSP)/Traffic Safety Action Plan. The original effort did not focus on unique elements within the City. This additional analysis will focus on special safety concerns. The major additional module desired for the LRSP/Traffic Safety Action Plan is a traffic calming analysis focusing on two major areas: roundabouts and split traffic humps. Roundabouts were not included in the original Local Road Safety Plan. The City will evaluate roundabouts for use as a safe traffic calming device. Additionally, the LRSP did not look at split speed humps. The City currently uses speed humps to reduce speeding in various residential areas. Our Police Department has requested we look into a split hump design to make the humps safer for police cars and motorcycle officers. The LRSP will be updated to factor in the use of roundabouts and split speed humps safely within the City. The second element of this grant is a traffic safety analysis to investigate truck traffic impacts on safety with potential remediation solutions. The City has a high volume of trucks and is expecting an increase in truck traffic due to additional development. There might be a need to adjust truck routes as well as add special truck-oriented safety elements throughout the City. The last element being added to the LRSP/Traffic Safety Plan is a focused look at the burro situation in the northern portion of the City. In the City of Moreno Valley, north of the State Route 60, there is a substantial burro population. Burros cross and walk on major arterial streets on a regular basis which has caused accidents. This project will explore the means to prevent burro accidents by installing effective traffic control measures.

## **ALTERNATIVES**

1. Approve and authorize the recommendations as presented in this report. *This alternative will allow the Moreno Valley Roadway Safety Improvements in Three*

Areas project to move forward in a timely manner and enable the City to receive reimbursement from U.S. Department of Transportation FHWA.

- 2. Do not approve the recommended actions as presented in this staff report. This alternative will prohibit the City from receiving the SS4A grant funds from U.S. Department of Transportation FHWA.

**FISCAL IMPACT**

The project is funded by the SS4A Grant Program. The total project cost will be \$544,500 wherein grant funding will be \$435,600 and City match will be \$108,900. The grant award, \$435,600, will be allocated to Fund 2301 (Capital Projects Reimbursement). The city’s 20 percent local match obligation, \$108,900, will be funded with Fund 2000 (State Gas Tax). There is no impact to the General Fund.

Category	Fund	GL Account No.	Type	Original Budget	Proposed Adjustments	Revised Budget
CIP	Capital Projects Grants (2301)	2301-99-99-92301-482020 Project No. 810 0022-2301-98	Rev	\$0	\$435,600	\$435,600
CIP	Capital Projects Grants (2301)	2301-70-76-80010-720199 Project No. 810 0022-2301-99	Exp	\$0	\$435,600	\$435,600
CIP	State Gas Tax (2000)	2000-70-76-80010-720199 Project No. 810 0022-2000-99	Exp	\$0	\$108,900	\$108,900

**NOTIFICATION**

Publication of agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Wei Sun, T.E., PTOE  
City Traffic Engineer

Department Head Approval:  
Melissa Walker, P.E  
Public Works Director/City Engineer

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**



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

- 1. 693JJ32340127 SS4A agreement
- 2. SS4A Grant Award FY2022-2023

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 11:06 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 11:10 AM

- 1. **Award No.**  
693JJ32340127
- 2. **Effective Date**  
See No. 17 Below
- 3. **Assistance Listings No.**  
20.939
- 4. **Award To**  
City of Moreno Valley  
14177 Frederick ST  
Moreno Valley, California 92553  
  
Unique Entity Id.: LJ4AVJ6C8NW5  
TIN No.: 33-0076484
- 5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
- 6. **Period of Performance**  
Effective Date of Award through  
January 31, 2023
- 7. **Total Amount**  
Federal Share: \$435,600.00  
Recipient Share: \$0  
Other Federal Funds: \$0  
Other Funds: \$108,900.00  
Total: \$544,500.00
- 8. **Type of Agreement**  
Grant
- 9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. **Procurement Request No.**  
HSSP230238PR
- 11. **Federal Funds Obligated**  
\$435,600.00
- 12. **Submit Payment Requests To**  
See article 20.
- 13. **Payment Office**  
See article 20.
- 14. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.41010.61006600
- 15. **Description of Project**  
Addendum to Local Roadway Safety Plan (LRSP) moving it to a full action plan including a module focused on traffic calming measures, burro safety analysis and truck safety analysis.

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: Melissa Walker  
Title: Public Works Director/City Engineer

**FEDERAL HIGHWAY ADMINISTRATION**

**17. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Ryan Mavis  
Title: Agreement Officer

Attachment: 693JJ32340127 SS4A agreement (6164 : ACCEPT SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM U.S. DEPARTMENT

## U.S. DEPARTMENT OF TRANSPORTATION

### GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between Federal Highway Administration (the “FHWA”) and the City of Moreno Valley (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Moreno Valley Roadway Safety Improvements in Three Areas.

The parties therefore agree to the following:

#### ARTICLE 1 GENERAL TERMS AND CONDITIONS

##### 1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Moreno Valley Roadway Safety Improvements in Three Areas

Application Date: 09/14/2022

**2.2 Award Amount.**

SS4A Grant Amount: \$435,600.00

**2.3 Award Dates.**

Period of Performance End Date: See Section 6 on page 1

**2.4 Budget Period**

Budget Period End Date: See Section 6 on page 1

**2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

Addendum to LRSP moving it to a full action plan including a module focused on traffic calming measures, burro safety analysis and truck safety analysis.

**3.2 Project’s Estimated Schedule.**

**ACTION PLAN SCHEDULE**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Action Plan Completion Date:	05/2024
Planned Action Plan Completion Date:	05/2024
Planned Action Plan Adoption Date:	08/2024
Planned SS4A Final Report Date:	10/2024

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$435,600.00
Other Federal Funds::	\$0.00
State Funds:	\$0.00
Local Funds:	\$108,900.00
In-Kind Match:	\$0.00
Other Funds:	\$0.00
<b>Total Eligible Project Cost:</b>	<b>\$544,500.00</b>

(b) Supplemental Estimated Budget

<b>Cost Element</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total Budget Amount</b>
Direct Labor	\$0.00	\$54,450.00	\$54,450.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$435,600.00	\$54,450.00	\$490,050.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Total Budget</b>	<b>\$435,600.00</b>	<b>\$108,900.00</b>	<b>\$544,500.00</b>

**ARTICLE 4**

**RECIPIENT INFORMATION**

**4.1 Recipient’s Unique Entity Identifier.**

LJ4AVJ6C8NW5

**4.2 Recipient Contact(s).**

Wei Sun  
City Traffic Engineer  
City of Moreno Valley  
14177 Frederick Street, Moreno Valley, CA 92553  
(951) 413-3100  
weis@moval.org

Attachment: 693JJ32340127 SS4A agreement (6164 : ACCEPT SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM U.S. DEPARTMENT



**4.3 Recipient Key Personnel.**

Name	Title or Position
Wei Sun	City Traffic Engineer
Guadalupe Cortes	Associate Engineer
Natalia Lopez	Senior Management Analyst

**4.4 USDOT Project Contact(s).**

Darren Thacker  
 Safe Streets and Roads for All Program Manager  
 Federal Highway Administration  
 Office of Safety  
 HSSA-1, Mail Stop: E71-117  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 (202) 366-6409  
 darren.thacker@dot.gov

and

Ashley Cucchiarelli  
 Agreement Officer (AO)  
 Federal Highway Administration  
 Office of Acquisition and Grants Management  
 HCFA-33  
 12300 W Dakota Ave  
 Lakewood, CO 80228  
 (720) 963-3589  
 ashley.cucchiarelli@dot.gov

and

Vince Mammano  
 Agreement Officer’s Representative (AOR)  
 Division Administrator  
 FHWA California Division Office  
 650 Capitol Mall, Ste. 4-100  
 Sacramento, CA 95814  
 916-498-5015  
 Hdaca@dot.gov

and

Mike Shami  
 California Division Office Point of Contact  
 Operations and Safety Engineer  
 650 Capitol Mall, Suite 4-100, Sacramento, CA 95814  
 (916) 498-5853  
 Mike.shami@dot.gov

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
 US Department of Transportation,  
 Office of Financial Management B-30, Room W93-431  
 1200 New Jersey Avenue SE  
 Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA  
 P.O. Box 268865  
 Oklahoma City, OK 73125-8865  
 Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section wherever the date it is in this agreement.
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** [Citywide]

**Baseline Measurement Date:** [10/01/2023]

**Baseline Report Date:** [12/01/2023]

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

Attachment: 693JJ32340127 SS4A agreement (6164 : ACCEPT SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM U.S. DEPARTMENT

**ATTACHMENT B  
CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:** N/A There have been no changes to the Scope as described in the application

**Schedule:** N/A There have been no changes to the Schedule as described in the application

**Budget:** N/A There have been no changes to the Budget as described in the application

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

Attachment: 693JJ32340127 SS4A agreement (6164 : ACCEPT SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FROM U.S. DEPARTMENT

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

The City of Moreno Valley follows the California Law for all types of work it engages in. When it comes to equity focused policies, related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall project delivery and implementation of the Project, California Law is followed. The following are specific codes in the California Law that the city follows: Title 2, Chapter 5 Miscellaneous [8000-8318]. These

sections state that racial discrimination is not permitted. Furthermore, “As subrecipients of United States Department of Transportation (USDOT) funding, Local Public Agencies (LPAs) are required to comply with and enforce certain nondiscrimination requirements in the award and administration of USDOT assisted contracts and procurements. Additionally, when the city advertises the project on PlanetBids or other bidding websites, for other grant entities, DBE (Disadvantaged Business Enterprise) consideration is required on all federal-aid contracts including non-A&E for consultant selection. There are a series of protocols that are followed to ensure DBEs are considered. Specific Exhibits must be filled out by the City of Moreno Valley and DBE goals met. These exhibits must be filled out and filed away in the project folder in the event of an audit. Both the auditing agency and the City of Moreno Valley take these audits very seriously, so the city makes sure that all steps for consultant and contractor selection are properly followed. Lastly, for projects that are federally funded, DBEs are encouraged to participate in consideration with 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses can participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The city must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Forms must be filled out and attached to the agreement to ensure specific protocols were met. Lastly, when it comes to project scope selection, the city always takes first into consideration city disadvantaged community areas (DACs) and areas within the city that need safety improvements due to high collision rates. The reason that the city first selects these areas is because the city knows that oftentimes community members in these areas do not always have access to motorized vehicular travel and the infrastructure is not always the safest nor the most complete due to the lack of funding. The city looks at various DAC tools such as CalEnvironmental4.0, SB535 Disadvantaged Communities, and Healthy Places Index (HPI), amongst others to ensure that the targeted project locations and projects scopes of work will especially benefit the more disadvantaged community tracts within the community.

Additionally, this project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. This is true because the second module in this project, involves a traffic safety analysis which will investigate truck traffic incidences and will provide potential remediation solutions. This is extremely important especially because the city knows that there will be future warehouse developments within the city. The increase in warehouse developments mean that there will be consequently an in the number of semi-trucks and trailers traveling through the streets of the City of Moreno Valley. More warehouses and semi-trucks means that there are more job opportunities for the residents. At the same time, there is a potential for an increase in the number of semi-truck collisions. However, the City of Moreno Valley hopes that by conducting a safety analysis, major causes of truck accidents will be investigated. By properly addressing remediation solutions, or better yet by providing preventive measures, collisions involving semi-trucks can be greatly reduced. Statistics depict that in 2021, 5,700 large trucks were involved in a fatal crashes. Fewer semi-truck collisions bring nothing but positive results to an environment which include: less deaths, less backed up traffic, more happy drivers, etc. Freight access will be improved because of this proposed project. Warehouses will be significantly developed especially in the Northeastern part of the city where the proposed World Logistics Center (WLC) will be developed. In accordance to the SB 535 Map, the location where the WLC will be falls under the SB 535 Disadvantaged Areas. With increased



warehouse developments, it means that more freight will also be going to these disadvantaged community areas. By improving the safety of the truck transportation network, new and safe jobs for trucking companies and owner operators will be created as well as for the individuals that will work in the warehouses. Both the truck drivers and the future warehouse employees that live in the surrounding Disadvantaged Community Areas (DACs) will benefit as a result from this module in the grant application. Lastly, there will be an increase of access to goods and services for those in underserved communities; this is true because most of the City of Moreno Valley falls under one category of DAC. If the safety of truck travel is increased via this proposed project module, community members will largely benefit with increased access to both goods and jobs.

**From:** [Teicher, Paul \(OST\)](#)  
**To:** [Wei Sun, T.E., PTOE](#)  
**Subject:** SS4A Grant Award  
**Date:** Tuesday, January 31, 2023 1:26:24 PM

**Warning: External Email – Watch for Email Red Flags!**

To Whom It May Concern from the City of Moreno Valley,

The City of Moreno Valley Action Plan, for the Notice of Funding Opportunity (NOFO) FY22 Safe Streets and Roads for All Action Plan, was selected for award. Congratulations! The selection is for \$435600 in Federal funding.

This email is not authorization to begin work, and it does not guarantee Federal funding. USDOT and City of Moreno Valley must establish and execute a signed, mutually agreed upon grant agreement prior to the disbursement of award funds. No costs incurred before USDOT signs and executes the grant agreement will be reimbursed. Below provides information on next steps.

**Immediate next steps:** USDOT will make public announcements related to the awards on Wednesday, February 1. We will also publish a short summary of the proposal from your application to put on our Safe Streets and Roads for All website as part of the public announcement, pursuant to Section H Part 2 of the Notice of Funding Opportunity (NOFO). If you want to modify what is provided on our website once you see it, please let me know by emailing [SS4A@dot.gov](mailto:SS4A@dot.gov). The website link is <https://www.transportation.gov/grants/SS4A>.

**What to expect in the next few weeks:** My colleagues at the Federal Highway Administration (FHWA) are responsible for establishing and executing a SS4A grant agreement with City of Moreno Valley. You can expect to hear from a FHWA representative with your State's FHWA Division Office in the near future. In the weeks ahead you will receive more information about next steps, including an invitation to an upcoming FHWA-sponsored webinar for grant recipients to describe the process leading to an executed grant agreement. The webinar will be recorded for those who are unable to attend. In the meantime, if you have questions about next steps, please direct them to FHWA using the email [SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov).

Finally, we ask for your patience as we work diligently toward executing grant agreements so your important safety work may begin. This is a new program, with hundreds of new grant recipients, and it will take us time to process these grant agreements.

It's exciting to see so many communities on the path to improving roadway safety, and the whole SS4A Program team is passionate about helping you succeed. Thank you for your commitment to roadway safety.

Paul



Paul D. Teicher

Grantor, Safe Streets and Roads for All  
Office of Policy Development and Coordination  
Office of the Secretary of Transportation

**Summary of Award Information:**

**Project Name:** City of Moreno Valley Action Plan

**Applicant:** City of Moreno Valley

**Grant Type:** Action Plan

**SS4A Grant Funding Amount:** \$435600

**Estimated Total Project Costs:** \$544500

**Project Description:** The award will be used by the City of Moreno Valley to develop a comprehensive safety action plan.



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 20, 2023

**TITLE:** APPROVE RESOLUTION NO. 2023-XX OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE JOINT APPLICATION WITH INFLECTION POINT DESIGN AND DEVELOPMENT GROUP, LLC TO AND PARTICIPATION IN THE HOMEKEY PROGRAM

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve Resolution No. 2023-XX of the City Council of the City of Moreno Valley, California, authorizing the joint application with Inflection Point Design and Development Group, LLC to and participation in the Homekey program.
2. Authorize the Assistant City Manager/Chief Financial Officer to execute the Application, MOU and any Homekey Documents on behalf of the City of Moreno Valley, for participation in the Homekey Program.

### **SUMMARY**

This report recommends approval of Resolution No. 2023-xx of the City Council of the City of Moreno Valley, California, authorizing the application to and participation in the Homekey program and authorize the Assistant City Manager/Chief Financial Officer to execute the application, MOU and any Homekey documents on behalf of the City of Moreno Valley, for participation in the Homekey Program.

### **DISCUSSION**

On March 29, 2023, the California Department of Housing and Community Development announced the availability of \$736 million in Homekey funding to sustain and rapidly expand the inventory of housing for people experiencing homelessness or at

risk of homelessness and who are, thereby, inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases.

In an effort to find a project that meets the specific requirements outlined by HCD, staff issued a Request for Proposals (RFP) on May 22, 2023, closing June 5, 2022, requesting information outlining potential projects that meet the needed criteria. Two proposals were submitted, of which one was deemed non-responsive, leaving one viable proposal from InflectionPoint Design and Development Group, LLC (InflectionPoint).

As a result of this solicitation, InflectionPoint was selected. The City and InflectionPoint will work together to develop a project scope that aligns with the Homekey Program. HCD welcomes and will consider a variety of innovative housing solutions as eligible projects that meet the affordable housing goals of the program.

As part of the Homekey Program application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing submission of a grant application and designating an authorized representative to execute all application and grant documents including a Standard Agreement. For this reason, Staff is recommending approval of Resolution No. 2023-XX, authorizing the submittal of a application for Homekey Program funding.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for the submittal of the Homekey program application and enable the City to provide housing for people experiencing homelessness or at risk of homelessness.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will prohibit the submittal of the Homekey program application and the ability to provide housing for people experiencing homelessness or at risk of homelessness.*

## **FISCAL IMPACT**

There is no financial impact at this time.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Felicia London  
Purchasing & Sustainability Division Manager

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

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

- 1. Resolution 2023-XX

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/14/23 11:58 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/14/23 12:00 PM

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM

WHEREAS, The Department of Housing and Community Development (“**Department**”) has issued a Notice of Funding Availability, dated March 29, 2023 (“**NOFA**”), for the Homekey Program (“**Homekey**” or “**Program**”). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assembly Bill No. 140 (2021-2022 Reg. Sess.), § 20.): and

WHEREAS, **CITY OF MORENO VALLEY** (“**Co-Applicant**”) desires to jointly apply for Homekey grant funds with InflectionPoint Design and Development Group, LLC/SBX Youth & Family Services (“**Corporation**”). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds (“**Application**”) to the Department for review and consideration.

WHEREAS, The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement (“**Standard Agreement**”), and all other legal requirements of the Homekey Program.

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

1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed **\$10,000,000**.
2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed **\$10,000,000** any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “**Homekey Documents**”).
3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable

Attachment: Resolution 2023-XX [Revision 1] (6318 : APPROVE RESOLUTION NO. 2023-XX OF THE CITY COUNCIL OF THE CITY OF MORENO

through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

- 4. **The Assistant City Manager/Chief Financial Officer** is authorized to execute the Application, MOU and any Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

2  
Resolution No. 2023-XX  
Date Adopted: June 20, 2023

Attachment: Resolution 2023-XX [Revision 1] (6318 : APPROVE RESOLUTION NO. 2023-XX OF THE CITY COUNCIL OF THE CITY OF MORENO



**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Resolution No. 2023-XX  
Date Adopted: June 20, 2023

Attachment: Resolution 2023-XX [Revision 1] (6318 : APPROVE RESOLUTION NO. 2023-XX OF THE CITY COUNCIL OF THE CITY OF MORENO



## Report to City Council

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

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

**AGENDA DATE:** June 20, 2023

**TITLE:** PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 82-85, 92, 95-99, AND 101 (RESO. NOS. CSD 2023-\_\_ TO CSD 2023-\_\_)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. CSD 2023-\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 82) (Randy Barkley, located at 11489 and 11491 Mindora Dr.).
2. Adopt Resolution No. CSD 2023-\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 83) (Roger Andre Black, located at 14137 and 14139 Cypress Sands Ln.).
3. Adopt Resolution No. CSD 2023-\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 84) (Christopher Robert and Emma Seymore, located at 24229 and 24231 Bay Ave.).

4. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 85) (Christopher Robert and Emma Seymore, located at 26074 and 26076 Bay Ave.).
5. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 92) (Blanca Chin, located at 24438 Lamont Dr.).
6. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 95) (DC Rental Prop, located at 12658 Laury Ln.).
7. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 96) (Tony Toan Ngoc Tran, located at 13210 Edgemont St).
8. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 97) (Tatum/Williams Living Trust Dated 8/24/2022, Rodney C. Tatum and Monica Williams, located at 10007 Arrow Leaf).
9. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 98) (Martha Klee, located at 12089 Webb St.).
10. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 99) (FB Crystal Cove, located on the southwest corner of Alessandro Blvd. and Lasselle St.).

11. Adopt Resolution No. CSD 2023-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 101) (Trista and Brian Koch, located at 10050 Via Pescadero).

## **SUMMARY**

Adoption of the resolutions (Attachments 1-11) will certify the annexation of 11 parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) (“District”). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

## **DISCUSSION**

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

<b>Property Owner Project ACP Record #s</b>	<b>Amendment No.</b>	<b>APN(s)</b>	<b>Location</b>
Randy Barkley Accessory Dwelling Unit (ADU) & Jr. ADU BFR22-0228 and -0229/SCP22-0120	82	256-342-007	11489 and 11491 Mindora Dr.
Roger Andre Black Accessory Dwelling Unit (ADU) & Jr. ADU BFR22-0232 and -0233/SCP22-0122	83	484-060-021	14137 and 14139 Cypress Sands Ln.
Christopher Robert & Emma Seymore Accessory Dwelling Unit (ADU) & Jr. ADU BFR22-0234 and -0235/SCP22-0123	84	482-371-002	24229 and 24231 Bay Ave.
Christopher Robert & Emma Seymore Accessory Dwelling Unit (ADU) & Jr. ADU BFR22-0236 and -0237/SCP22-0124	85	487-494-025	26074 and 26076 Bay Ave.
Blanca Chin Accessory Dwelling Unit (ADU) BFR23-0006/SCP23-0005	92	482-311-021	24438 Lamont Dr.
DC Rental Prop Accessory Dwelling Unit (ADU) BFR23-0027/SCP23-0011	95	479-060-016	12658 Laury Ln.
Tony Toan Ngoc Tran Accessory Dwelling Unit (ADU) BFR22-0296/SCP23-0016	96	263-140-009	13210 Edgemont St.

Property Owner Project ACP Record #s	Amendment No.	APN(s)	Location
Tatum/Williams Living Trust Dated 8/24/2022, Rodney C. Tatum and Monica Williams Accessory Dwelling Unit (ADU) BFR22-0112/SCP22-0060	97	260-231-016	10007 Arrow Leaf
Martha Klee Accessory Dwelling Unit (ADU) BFR22-0263/SCP23-0018	98	292-191-016	12089 Webb St.
FB Crystal Cove 192-Unit Apartment Complex PEN22-0022/SCP23-0020	99	484-030-028	Southwest corner of Alessandro Blvd. and Lasselle St.
Trista and Brian Koch Accessory Dwelling Unit (ADU) BFR23-0004/SCP23-0021	101	260-450-004	10050 Via Pescadero

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

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

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

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

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to the annual property tax bill. The Office of the

Riverside County Registrar of Voters confirmed the number of registered voters residing at each property, allowing a special election of the landowner. Adoption of the resolutions (Attachments 1-11) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolutions also direct the recordation of the boundary maps (Attachments 12-22) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 23-33).

## **ALTERNATIVES**

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

## **FISCAL IMPACT**

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

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2022/23 Maximum Special Tax Rate
Randy Barkley Accessory Dwelling Unit (ADU) & Jr. ADU BFR22-0228 and -0229/SCP22-0120	82	Single Family	\$308.39/unit

<b>Property Owner Project ACP Record #s</b>	<b>Amendment No.</b>	<b>Property Type</b>	<b>FY 2022/23 Maximum Special Tax Rate</b>
Roger Andre Black Accessory Dwelling Unit (ADU) & Jr. ADU BFR22-0232 and -0233/SCP22-0122	83	Single Family	\$308.39/unit
Christopher Robert & Emma Seymore Accessory Dwelling Unit (ADU) & Jr. ADU BFC22-0234 and -0235/SCP22-0123	84	Single Family	\$308.39/unit
Christopher Robert & Emma Seymore Accessory Dwelling Unit (ADU) & ADU BFC22-0236 and -0237/SCP22-0124	85	Single Family	\$308.39/unit
Blanca Chin Accessory Dwelling Unit (ADU) BFR23-0006/SCP23-0005	92	Single Family	\$308.39/unit
DC Rental Prop Accessory Dwelling Unit (ADU) BFR23-0027/SCP23-0011	95	Single Family	\$308.39/unit
Tony Toan Ngoc Tran Accessory Dwelling Unit (ADU) BFR22-0296/SCP23-0016	96	Single Family	\$308.39/unit
Tatum/Williams Living Trust Dated 8/24/2022, Rodney C. Tatum and Monica Williams Accessory Dwelling Unit (ADU) BFR22-0112/SCP22-0060	97	Single Family	\$308.39/unit
Martha Klee Accessory Dwelling Unit (ADU) BFR22-0263/SCP23-0018	98	Single Family	\$308.39/unit
FB Crystal Cove 192-Unit Apartment Complex PEN22-0022/SCP23-0020	99	Multi Family	\$308.39/unit
Trista and Brian Koch Accessory Dwelling Unit (ADU) BFR23-0004/SCP23-0021	101	Single Family	\$308.39/unit

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

## **NOTIFICATION**

The Landowner Petitions were emailed to the Property Owners on May 17th, 19th, and 31st, 2023.

## **PREPARATION OF STAFF REPORT**

Prepared by:  
Kimberly Ganimian  
Special Districts Division Manager

Department Head Approval:  
Brian Mohan  
Assistant City Manager

Concurred by:  
Jeremy Bubnick  
Parks & Community Services Director

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.



## **ATTACHMENTS**

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

1. Resolution Ordering Annexation - Amendment No. 82
2. Resolution Ordering Annexation - Amendment No. 83
3. Resolution Ordering Annexation - Amendment No. 84
4. Resolution Ordering Annexation - Amendment No. 85
5. Resolution Ordering Annexation - Amendment No. 92
6. Resolution Ordering Annexation - Amendment No. 95
7. Resolution Ordering Annexation - Amendment No. 96
8. Resolution Ordering Annexation - Amendment No. 97
9. Resolution Ordering Annexation - Amendment No. 98
10. Resolution Ordering Annexation - Amendment No. 99
11. Resolution Ordering Annexation - Amendment No. 101
12. Boundary Map - Amendment No. 82
13. Boundary Map - Amendment No. 83
14. Boundary Map - Amendment No. 84
15. Boundary Map - Amendment No. 85
16. Boundary Map - Amendment No. 92
17. Boundary Map - Amendment No. 95
18. Boundary Map - Amendment No. 96
19. Boundary Map - Amendment No. 97
20. Boundary Map - Amendment No. 98
21. Boundary Map - Amendment No. 99
22. Boundary Map - Amendment No. 101
23. Certificate of Election Official - Amendment No. 82
24. Certificate of Election Official - Amendment No. 83
25. Certificate of Election Official - Amendment No. 84
26. Certificate of Election Official - Amendment No. 85
27. Certificate of Election Official - Amendment No. 92
28. Certificate of Election Official - Amendment No. 95
29. Certificate of Election Official - Amendment No. 96
30. Certificate of Election Official - Amendment No. 97
31. Certificate of Election Official - Amendment No. 98
32. Certificate of Election Official - Amendment No. 99
33. Certificate of Election Official - Amendment No. 101

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 9:57 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 10:12 AM

## RESOLUTION NO. 2023-\_\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 82 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-  3    
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 82 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_ 4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 82 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**EXHIBIT A**

**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
82	256-342-007

Attachment: Resolution Ordering Annexation - Amendment No. 82 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 82 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

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

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

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

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

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

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

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

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-030004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE JUDICIAL APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-030004, WHICH OBSERVED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

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

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

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

**Legend**

- Annexation Parcel
- Surrounding Area Parcels

0 20 40 100 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 82 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023



## RESOLUTION NO. 2023-\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 83 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-  3    
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 83 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

**EXHIBIT A**

**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
83	484-060-021

Attachment: Resolution Ordering Annexation - Amendment No. 83 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 83 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

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

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 85 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

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

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

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

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

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

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 85 AS INSTRUMENT NO. 2021-003004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNERS OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 87 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-003042, WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

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

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

LEGEND  
 Annexation Parcel  
 Surrounding Area Parcel

0 25 50 100 Feet

**VICINITY MAP**

Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 5406 Feet

**NBS**

Attachment: Resolution Ordering Annexation - Amendment No. 83 (6269) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023

## RESOLUTION NO. 2023-\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 84 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023



APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 84 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_ 4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 84 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**EXHIBIT A**

**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
84	482-371-002

Attachment: Resolution Ordering Annexation - Amendment No. 84 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B

## Boundary Map Amendment

**AMENDMENT NO. 84 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

Sheet 1 of 1

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

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

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

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

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

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

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

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2521-0285004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0805142, WHICH DEMONSTRATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

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

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

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

**Legend**

- Annexation Parcel
- Surrounding Area Parcel

0 20 40 60 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 84 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-  
Date Adopted: June 20, 2023

## RESOLUTION NO. 2023-\_\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 85 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 85 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_ 4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 85 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN



**EXHIBIT A**

**List of Annexation Parcels**

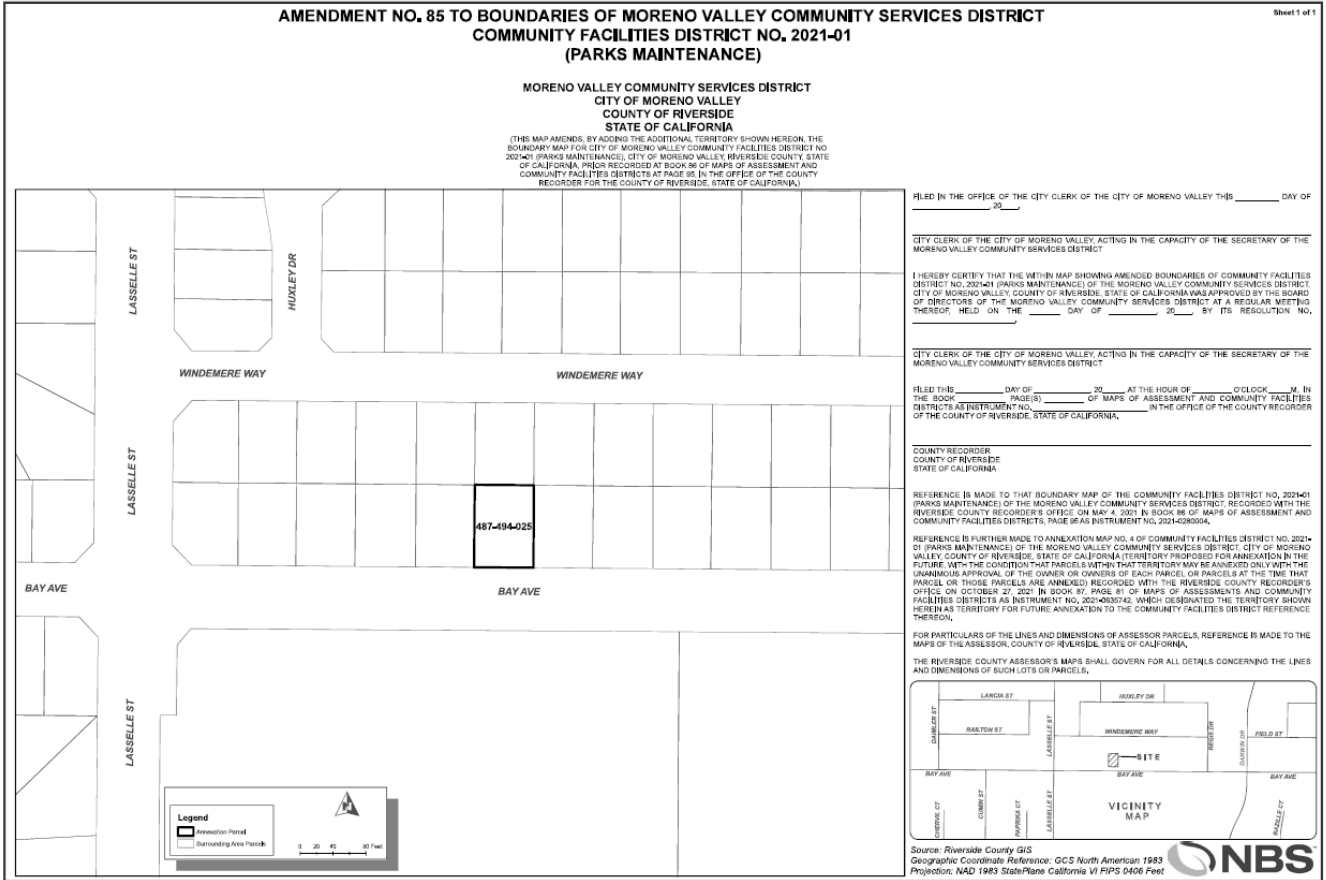
Amendment Map No.	Assessor's Parcel Number
85	487-494-025

Attachment: Resolution Ordering Annexation - Amendment No. 85 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B

## Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 85 (6269) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023

## RESOLUTION NO. 2023-\_\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 92 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 92 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

**EXHIBIT A**

**List of Annexation Parcels**

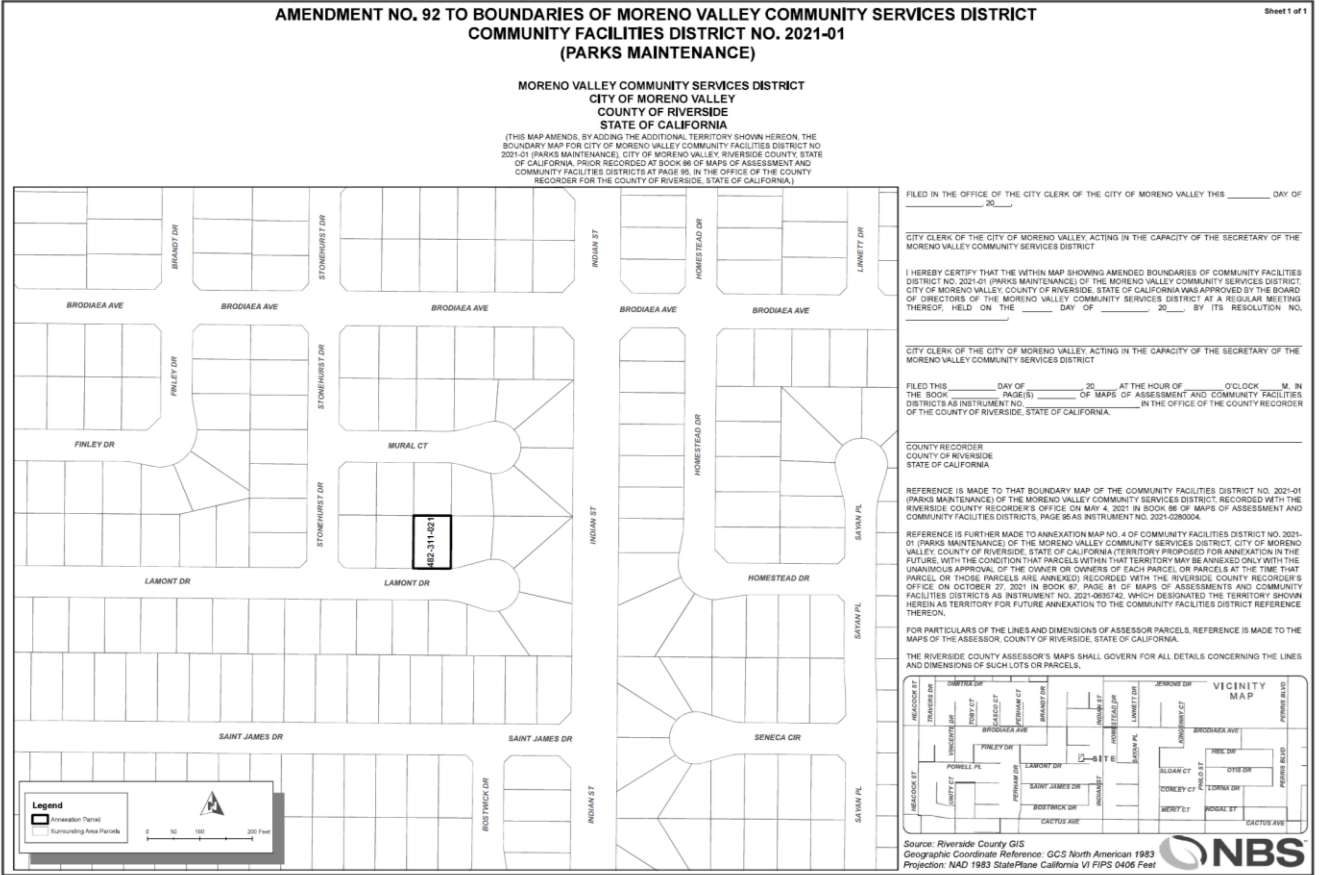
Amendment Map No.	Assessor's Parcel Number
92	482-311-021

Attachment: Resolution Ordering Annexation - Amendment No. 92 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B

## Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 92 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN



## RESOLUTION NO. 2023-\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 95 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 95 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

**EXHIBIT A**

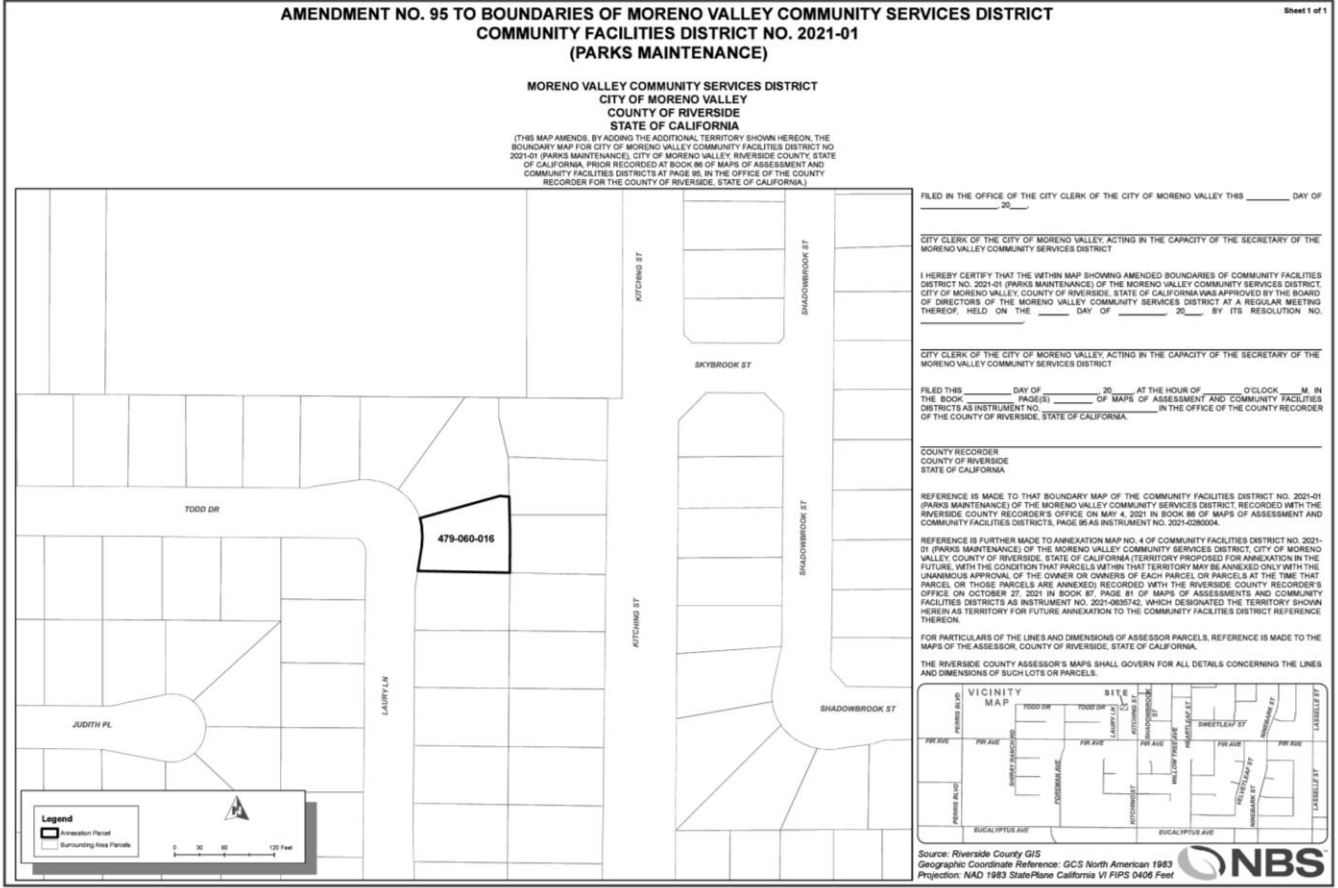
**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
95	479-060-016

Attachment: Resolution Ordering Annexation - Amendment No. 95 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 95 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2023-\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 96 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1  
Resolution No. 2023-\_\_\_  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 96 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023



APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-  3    
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 96 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_ 4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 96 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**EXHIBIT A**

**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
96	263-140-009

Attachment: Resolution Ordering Annexation - Amendment No. 96 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 96 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

Sheet 1 of 1

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

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 96, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

263-140-009

EDGEMONT ST  
DRACAEA AVE

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

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

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

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

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

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 96 AS INSTRUMENT NO. 2021-003084.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL, OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-003242, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

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

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

VICINITY MAP

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

**Legend**

- Annexation Parcel
- Surrounding Area Parcel

0 50 100 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 96 (6269) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

## RESOLUTION NO. 2023-\_\_\_\_

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

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

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

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

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

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 97 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Moreno Valley,  
acting in the capacity of Secretary of  
the Moreno Valley Community  
Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Moreno Valley,  
acting in the capacity of General Counsel  
of the Moreno Valley Community Services District

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 97 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_ 4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 97 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN



**EXHIBIT A**

**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
97	260-231-016

Attachment: Resolution Ordering Annexation - Amendment No. 97 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 97 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 98, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

Sheet 1 of 1

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ (PAGE(S)) OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 98 AS INSTRUMENT NO. 2021-038004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNERS OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0305742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

**NBS**

Attachment: Resolution Ordering Annexation - Amendment No. 97 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023

## RESOLUTION NO. 2023-\_\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 98 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Moreno Valley,  
acting in the capacity of Secretary of  
the Moreno Valley Community  
Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Moreno Valley,  
acting in the capacity of General Counsel  
of the Moreno Valley Community Services District

Resolution No. CSD 2023-  3    
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 98 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

**EXHIBIT A**

**List of Annexation Parcels)**

Amendment Map No.	Assessor's Parcel Number
98	292-191-016

Attachment: Resolution Ordering Annexation - Amendment No. 98 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B

## Boundary Map Amendment

**AMENDMENT NO. 98 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

Sheet 1 of 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 97 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-030742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

**NBS**

Attachment: Resolution Ordering Annexation - Amendment No. 98 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023



## RESOLUTION NO. 2023-\_\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 99 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Moreno Valley,  
acting in the capacity of Secretary of  
the Moreno Valley Community  
Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Moreno Valley,  
acting in the capacity of General Counsel  
of the Moreno Valley Community Services District

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 99 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

Resolution No. CSD 2023-\_\_\_\_ 4  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 99 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**EXHIBIT A**

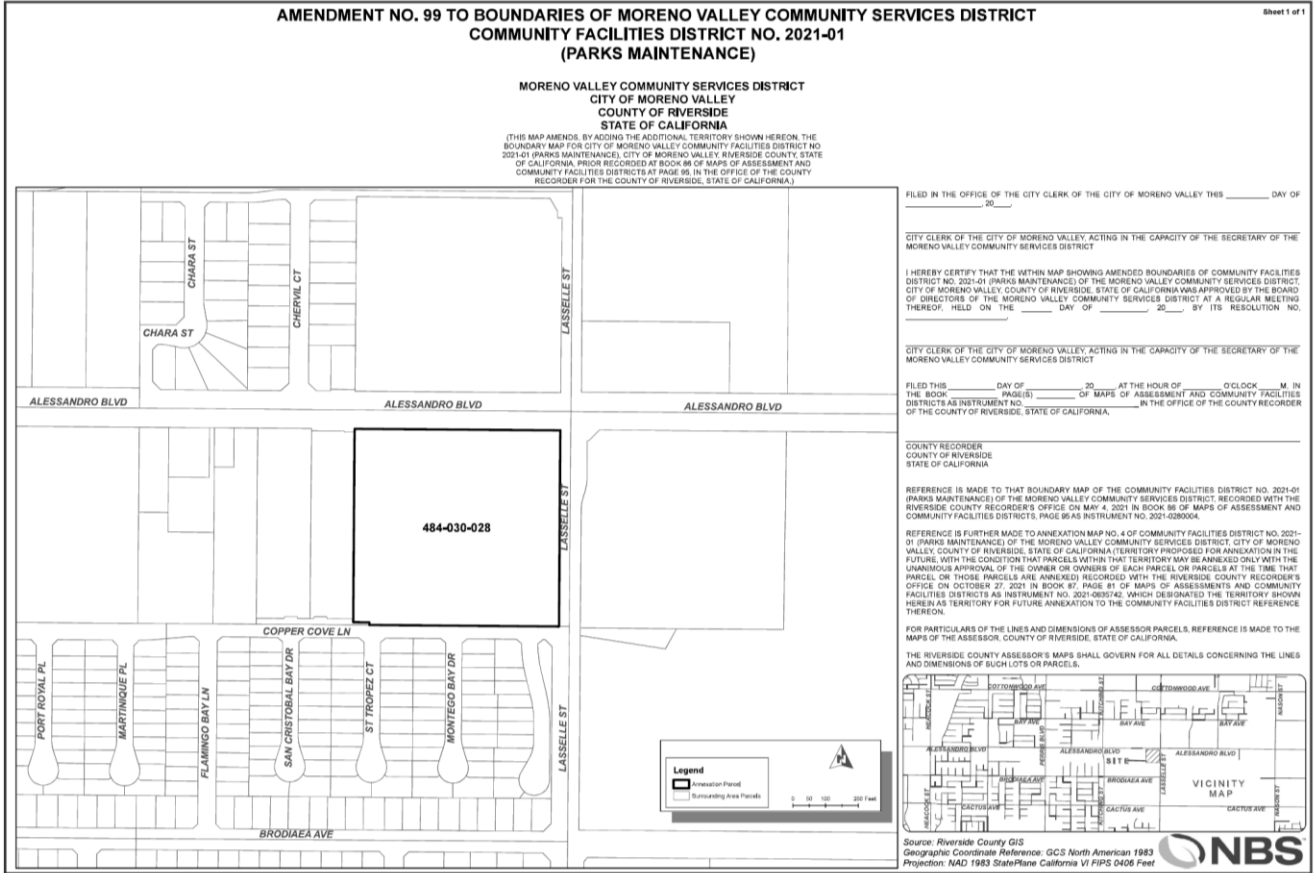
**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
99	484-030-028

Attachment: Resolution Ordering Annexation - Amendment No. 99 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 99 (6269) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

## RESOLUTION NO. 2023-\_\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 101 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1  
Resolution No. 2023-\_\_\_\_  
Date Adopted: June 20, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023



APPROVED AND ADOPTED this 20<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Moreno Valley,  
acting in the capacity of Secretary of  
the Moreno Valley Community  
Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Moreno Valley,  
acting in the capacity of General Counsel  
of the Moreno Valley Community Services District

Resolution No. CSD 2023-  3    
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 101 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**RESOLUTION JURAT**

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 20<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_

SECRETARY

(SEAL)

4  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 101 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

**EXHIBIT A**

**List of Annexation Parcels**

Amendment Map No.	Assessor's Parcel Number
101	260-450-004

Attachment: Resolution Ordering Annexation - Amendment No. 101 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5  
Date Adopted: June 20, 2023

# EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 101 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

Sheet 1 of 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 86, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

**FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_**

**CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT**

**I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_**

**CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT**

**FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

**COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

**REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 86 AS INSTRUMENT NO. 2021-028004.**

**REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-020742, WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT. REFERENCE THEREON.**

**FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

**THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.**

**Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet**

**NBS**

Attachment: Resolution Ordering Annexation - Amendment No. 101 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6  
Resolution No. CSD 2023-\_\_\_\_  
Date Adopted: June 20, 2023

# AMENDMENT NO. 82 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

Sheet 1 of 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

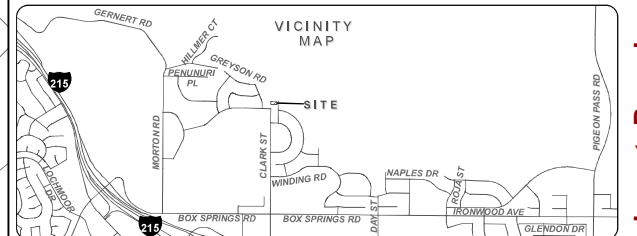
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

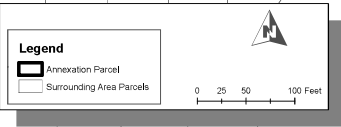
REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

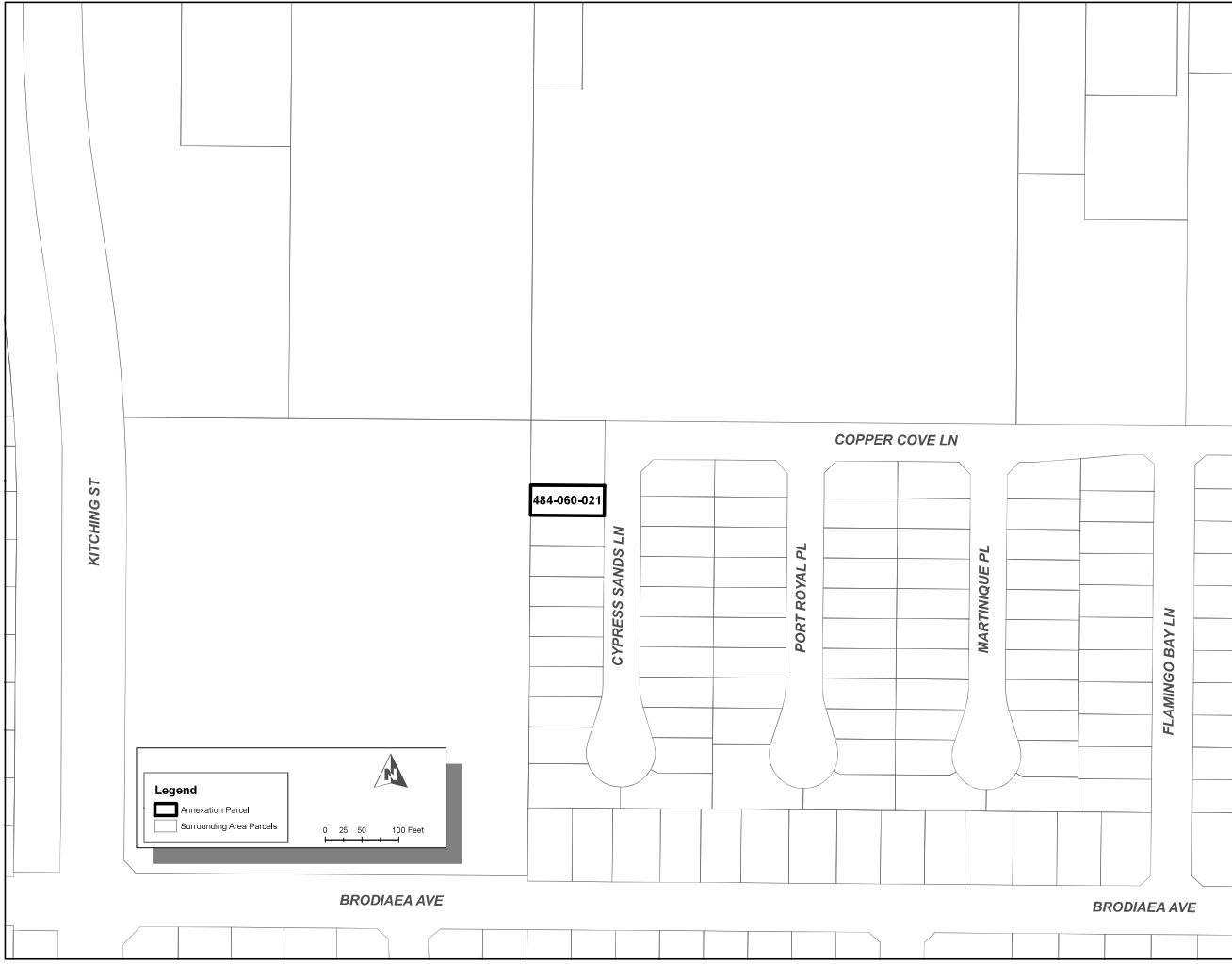


Attachment: Boundary Map - Amendment No. 82 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 83 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

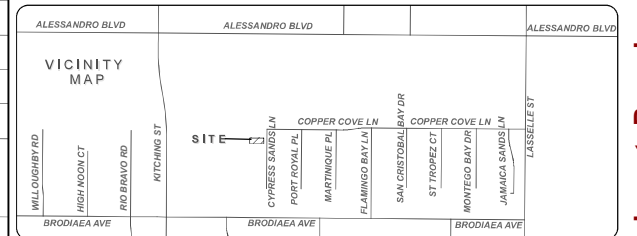
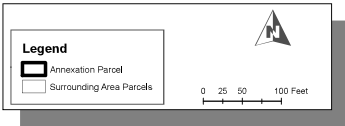
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



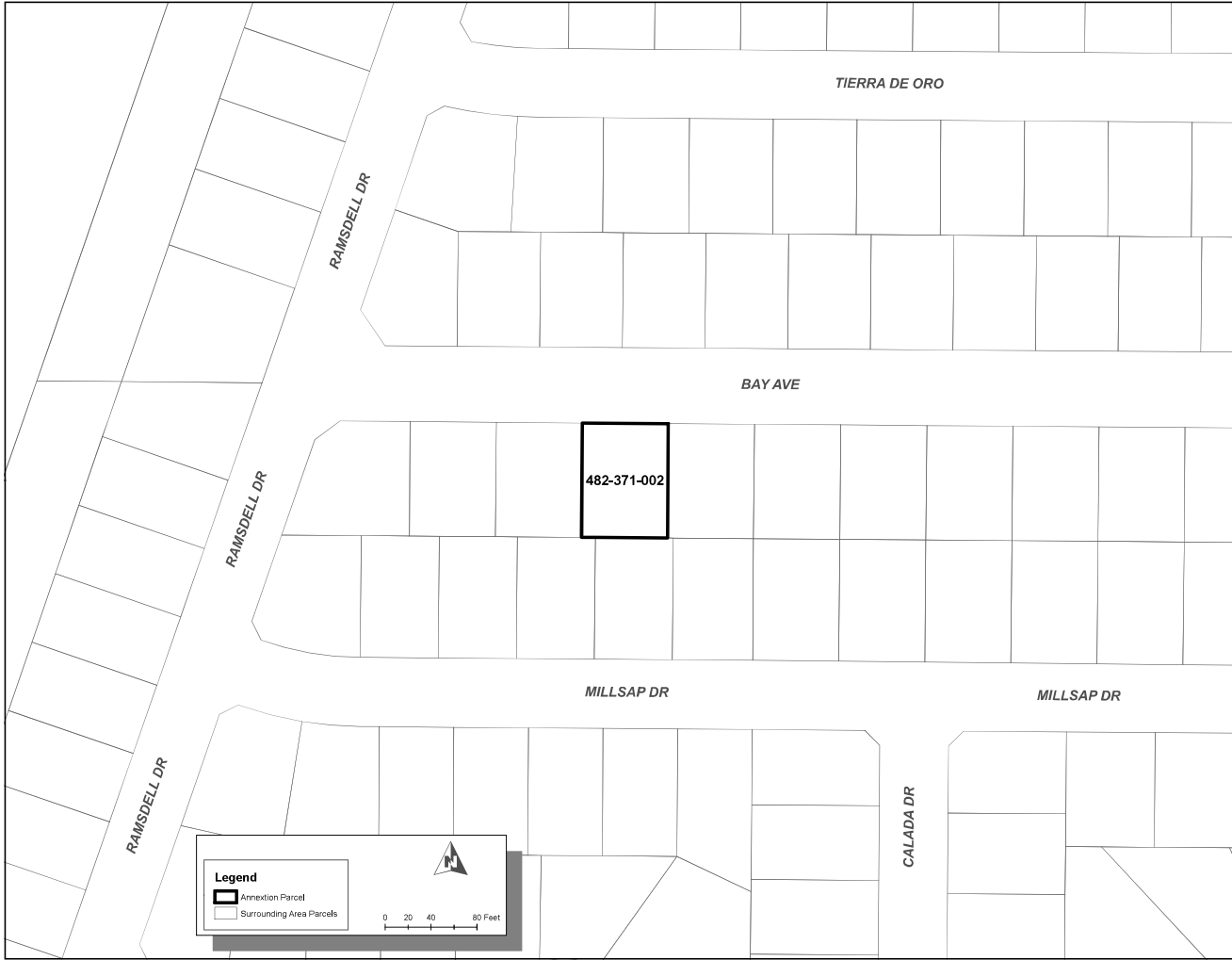
Attachment: Boundary Map - Amendment No. 83 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 84 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

Sheet 1 of 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

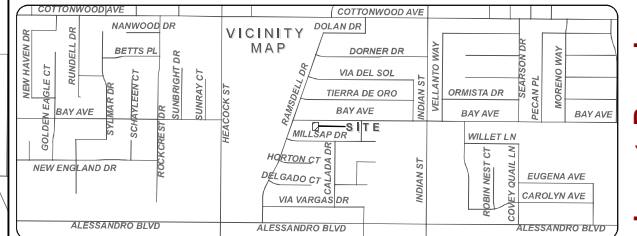
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

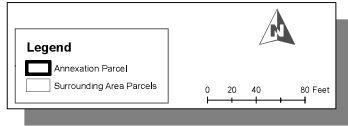
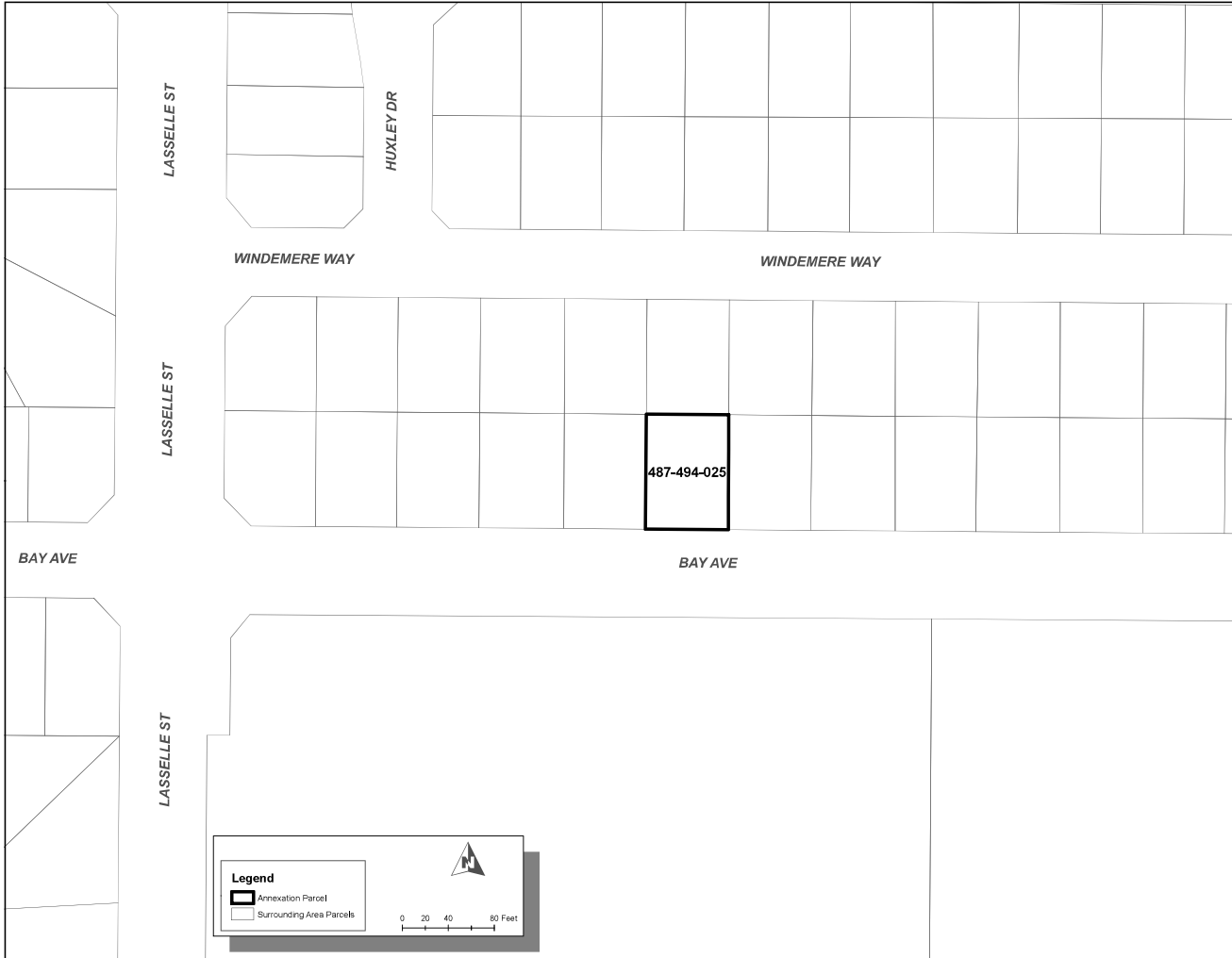


Attachment: Boundary Map - Amendment No. 84 (6269 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 85 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

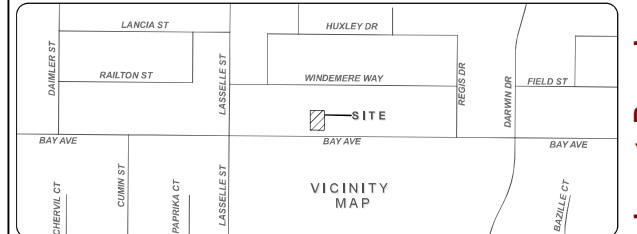
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



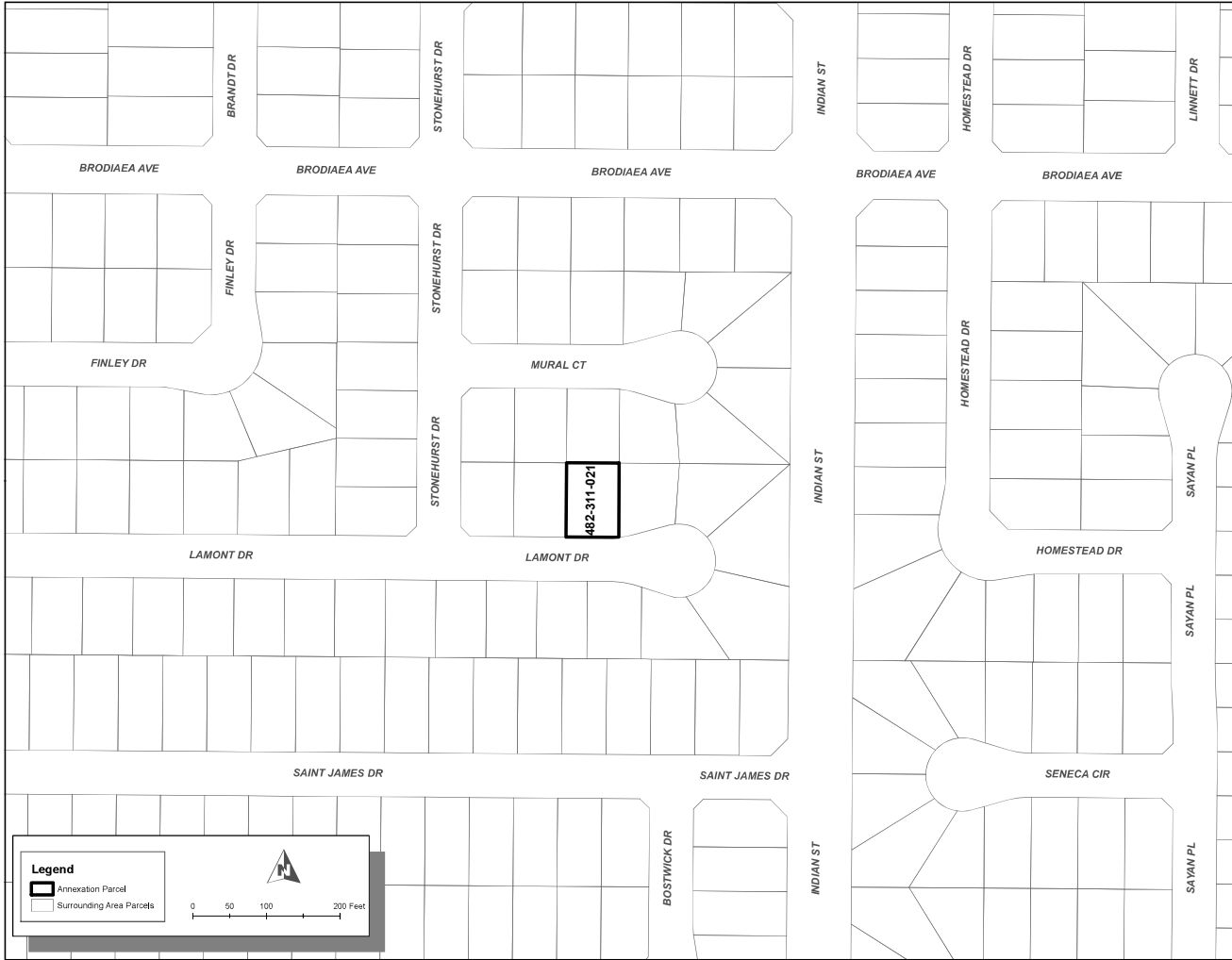
Attachment: Boundary Map - Amendment No. 85 (6269 : PURSUANT TO LANDOWNER PETITIONS,



# AMENDMENT NO. 92 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

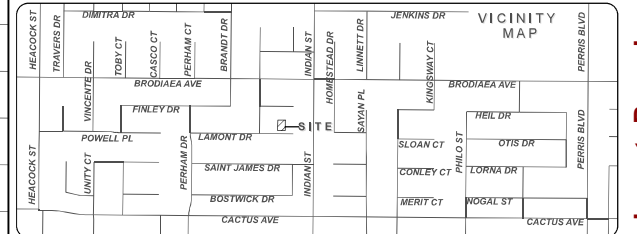
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



**Legend**  
[Black Box] Annexation Parcel  
[White Box] Surrounding Area Parcels

Attachment: Boundary Map - Amendment No. 92 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 95 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

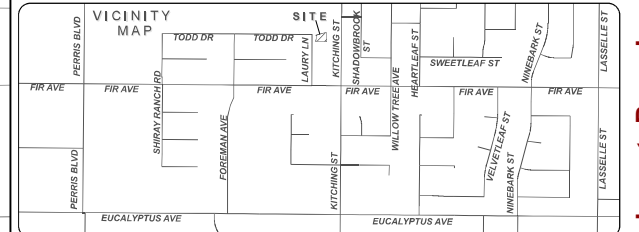
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



**Legend**  
■ Annexation Parcel  
□ Surrounding Area Parcels  
0 30 60 120 Feet

Attachment: Boundary Map - Amendment No. 95 (6269 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 96 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

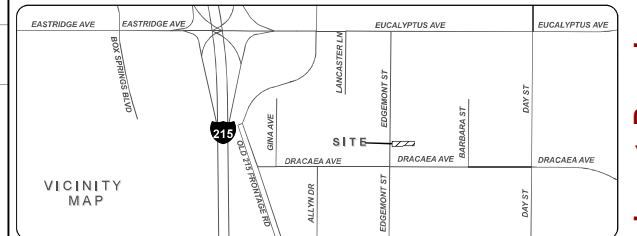
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

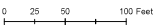
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend  
Annexation Parcel  
Surrounding Area Parcels



Attachment: Boundary Map - Amendment No. 96 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 97 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

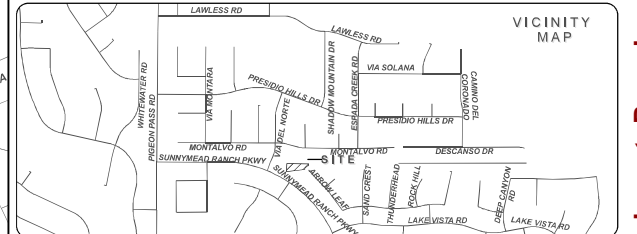
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

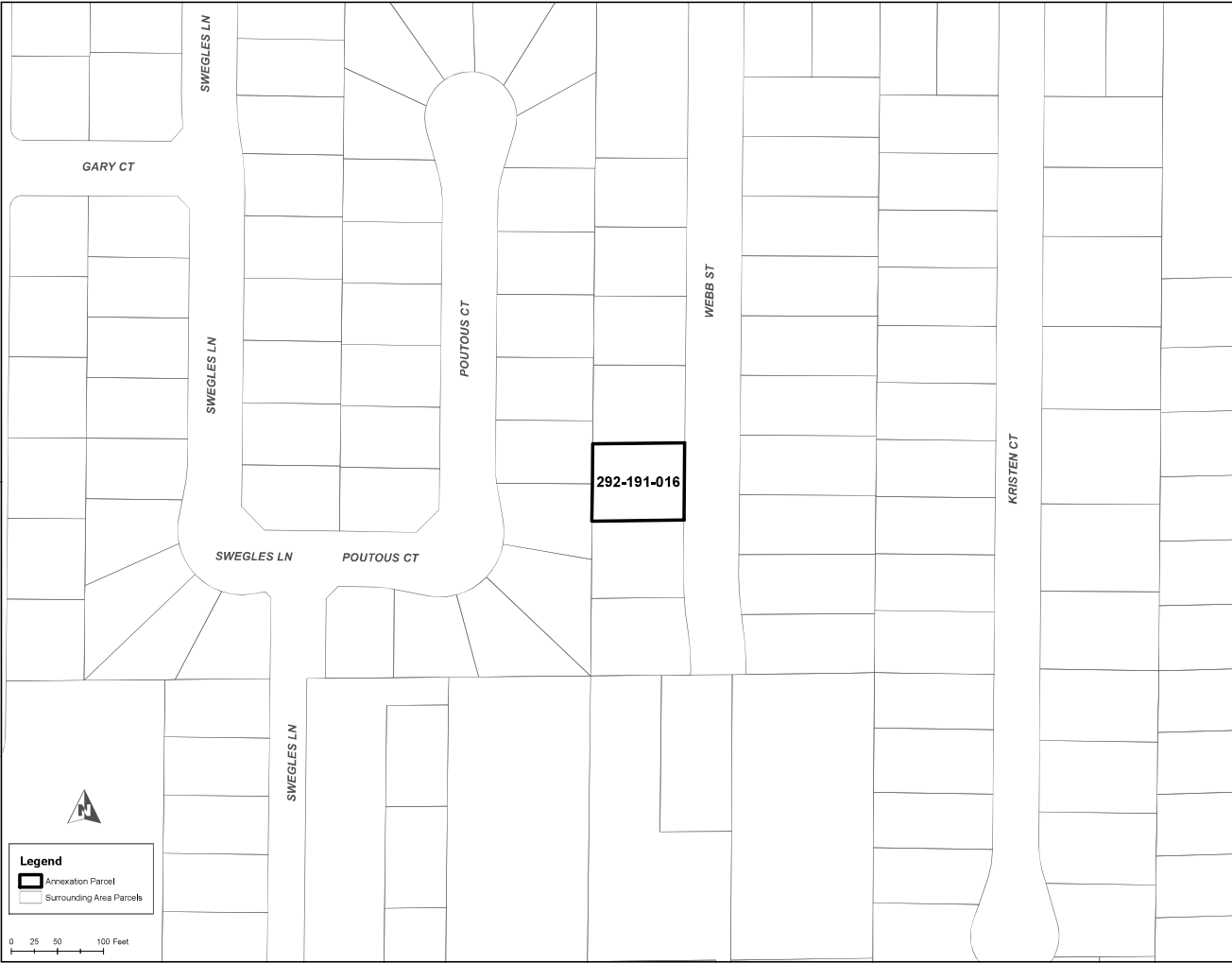


Attachment: Boundary Map - Amendment No. 97 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 98 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

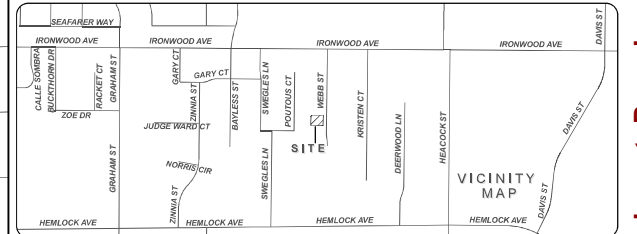
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



**Legend**

- Annexation Parcel
- Surrounding Area Parcels

0 25 50 100 Feet

Attachment: Boundary Map - Amendment No. 98 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 99 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

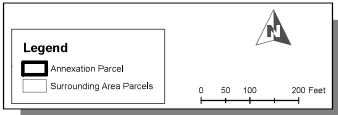
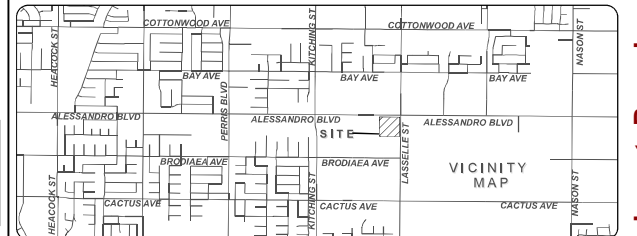
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

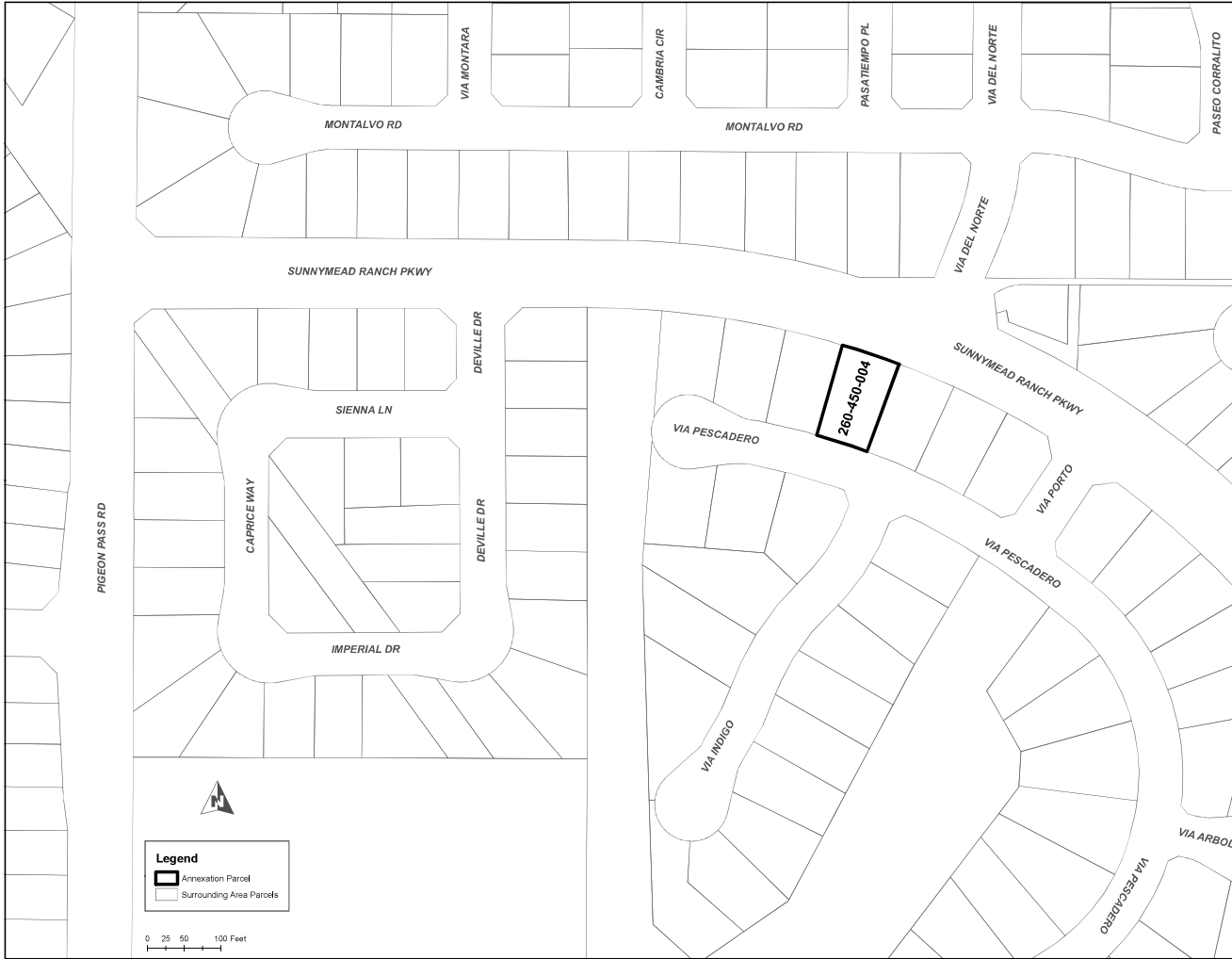


Attachment: Boundary Map - Amendment No. 99 (6269 : PURSUANT TO LANDOWNER PETITIONS,

# AMENDMENT NO. 101 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

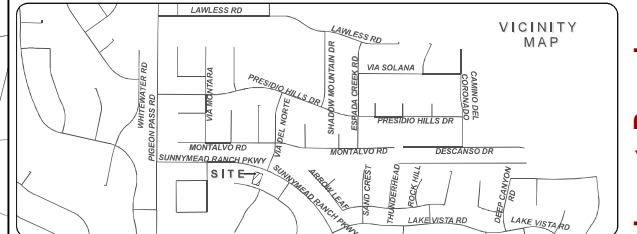
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 101 (6269 : PURSUANT TO LANDOWNER PETITIONS,

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 31, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 82

WITNESS my hand this 31 day of May , 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 82 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 25, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 83

WITNESS my hand this 25<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 83 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 25, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 84

WITNESS my hand this 25<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 84 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 25, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 85

WITNESS my hand this 25<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 85 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 31, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 92

WITNESS my hand this 31 day of May, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 92 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **June 1, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 95

WITNESS my hand this 1 day of June, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 95 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 19, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 96

WITNESS my hand this 19 day of May, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 96 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

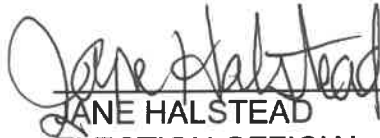
STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **June 6, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 97

WITNESS my hand this 6 day of June, 2023.

  
\_\_\_\_\_  
JANE HALSTEAD  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 97 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **May 19, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 98

WITNESS my hand this 19 day of May, 2023.



\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 98 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **June 2, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 99

WITNESS my hand this 2 day of June, 2023.



\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 99 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **June 1, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 101

WITNESS my hand this 1 day of June, 2023.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 101 (6269 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



## 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:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** June 20, 2023

**TITLE:** PUBLIC HEARING ESTABLISHING APPROPRIATIONS  
 ("GANN") LIMIT FOR FISCAL YEAR 2023/24 (RESO. NOS.  
 2023-XX AND CSD 2023-XX)

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council and CSD:**

1. Conduct a Public Hearing to receive public comments on the City of Moreno Valley General Fund appropriations limit for Fiscal Year 2023/24; and
2. Adopt Resolution No. 2023-XX, a resolution of the City Council of the City of Moreno Valley, California, establishing the appropriations limit for Fiscal Year 2023/24; and
3. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2023/24; and
4. Adopt Resolution No. CSD 2023-XX, a resolution of the Moreno Valley Community Services District establishing the appropriations limit for Fiscal Year 2023/24.

### **SUMMARY**

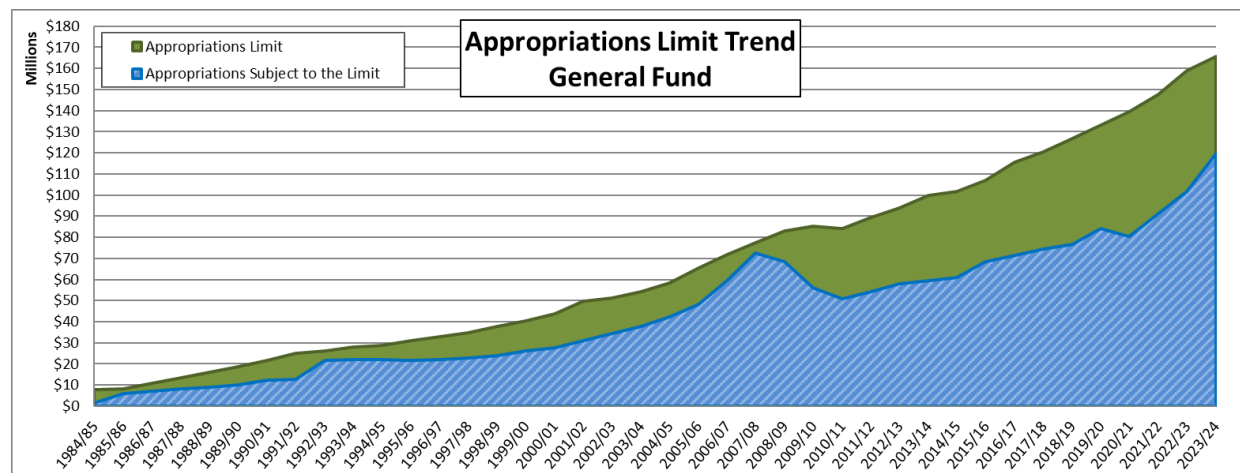
This report recommends that the City Council and the Community Services District Board of Directors conduct public hearings and adopt the resolutions to establish the Gann Appropriations Limits for both the General Fund and the Community Services District (District) for FY 2023/24. The Gann Appropriations Limit, the result of the passage of Proposition 4 in 1979, places limits on the amount of tax proceeds that can

be appropriated each year. For FY 2023/24 the limit for the General Fund is \$165,791,097 and the limit for the District is \$26,716,099. With revenues subject to the limit totaling \$119,490,807 for the General Fund and \$13,472,753 for the District, there is still significant capacity to accommodate future revenue growth.

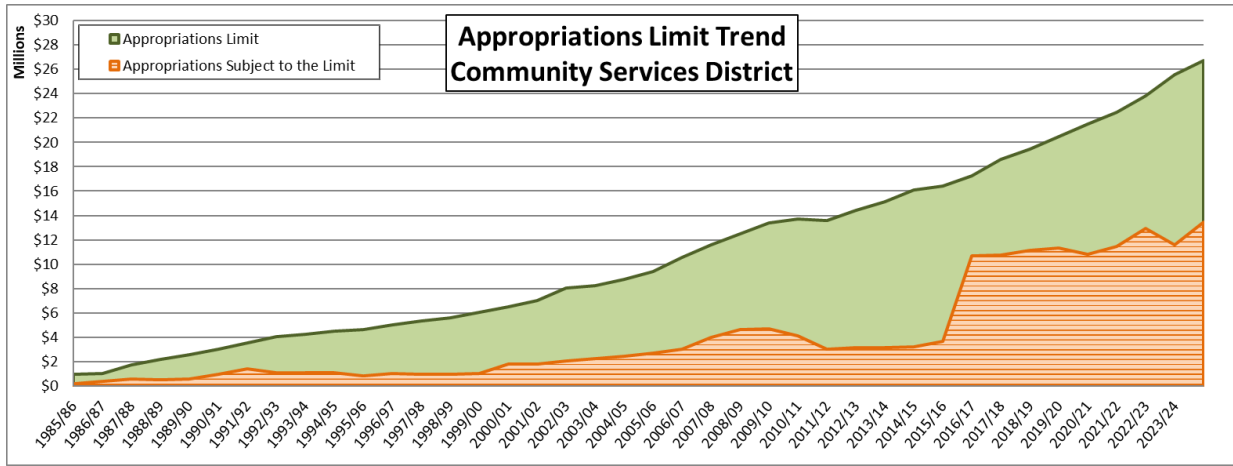
**DISCUSSION**

Section 7910 of the State Government Code requires a governing body to annually adopt by resolution, an Appropriation (Gann) Limit for the upcoming fiscal year. For FY 2023/24 the appropriation limit for the General Fund is \$165,791,097 and the limit for the District is \$26,716,099. With revenues subject to the limit totaling \$119,490,807 for the General Fund and \$13,472,753 for the District there is still significant capacity to accommodate future revenue growth. The Gann calculation is reviewed by the City’s external audit firm as part of the annual audit process.

In 2008, the available capacity between the appropriations limit and the appropriations subject to the limit for the City reached the lowest point at 6.34%. Over the next three years, appropriation levels were reduced as a result of the recession and declining revenues. Since then, as the local economy has improved, the remaining capacity has gradually increased to the current level of approximately 28% of the appropriations limit. Based on projections from the Long-Range Business Plan, we expect capacity levels to remain relatively high and we do not foresee any issues going forward that would result in the City reaching the appropriations limit.



The Community Services District continues to maintain sufficient capacity related to the appropriations limit. In 2015, based on a ruling by the City Attorney, revenues that had previously been accounted for as non-proceeds of tax were reclassified as tax related revenues. This restatement resulted in reducing their appropriation capacity from 78% to 38%. Their available capacity is currently approximately 50%. Based on the projections from the Long-Range Business Plan, we anticipate that the capacity rate will remain in this relative range and we do not foresee any issues with the appropriations limit going forward.



Adoption of the proposed resolutions will formalize the Gann Appropriations Limit for FY 2023/24.

**ALTERNATIVES**

1. Conduct a Public Hearing to receive public comments on the City of Moreno Valley General Fund appropriations limit for Fiscal Year 2023/24; and
2. Adopt Resolution No. 2023-\_\_\_\_, a resolution of the City Council of the City of Moreno Valley, California, establishing the appropriations limit for Fiscal Year 2023/24; and
3. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District’s appropriations limit for Fiscal Year 2023/24; and
4. Adopt Resolution No. CSD 2023-\_\_\_\_, a resolution of the Moreno Valley Community Services District establishing the appropriations limit for Fiscal Year 2023/24.
5. Do not conduct a Public Hearing to receive comments on the appropriations limit and do not adopt the proposed resolutions establishing the appropriations limit and provide staff with further direction.

***Staff recommends Alternatives 1 through 4 since these actions will adopt the Gann Appropriations Limit in accordance with State law.***

**FISCAL IMPACT**

There is no fiscal impact. The General Fund and the Community Services District are safely within their legal appropriations limit for Fiscal Year 2023/24.

**NOTIFICATION**

Notification regarding the adoption of the Gann Limit was published in the newspaper

on June 1, 2023. The documents were also made available for public review on June 1, 2023.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Launa Jimenez  
Financial Resources Division Manager

Department Head Approval  
Brian Mohan  
Assistant City Manager  
Chief Financial Officer/City Treasurer

**CITY COUNCIL GOALS**

**Revenue Diversification and Preservation.** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

**CITY COUNCIL STRATEGIC PRIORITIES**

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. FY2023-24 Gann Limit Resolution Gen Fund
- 2. FY2023-24 Gann Limit Resolution\_CSD
- 3. FY2023/24 Gann Limit Public Counter Copy

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/11/23 10:13 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 8:43 AM

## RESOLUTION NO. 2023-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO  
VALLEY, CALIFORNIA, ESTABLISHING THE  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023/24

WHEREAS, Article XIIB of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council adopted the Budget for Fiscal Year 2023/24 a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2023/24 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has elected to use the annual change in the Per Capita Personal Income as the cost of living factor; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the City of Moreno Valley for Fiscal Year 2023/24, is hereby established at \$165,791,097, and the total annual appropriations subject to such limitation for Fiscal Year 2023/24 is estimated to be \$119,490,807.
2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with

the calculation of the limit established pursuant to Article XIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.

- 3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2023, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.
- 4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
 City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney

2  
 Resolution No. 2023-      
 Date Adopted: June 20, 2023

Attachment: FY2023-24 Gann Limit Resolution Gen Fund (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR



**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2023-  3    
Date Adopted: June 20, 2023

Attachment: FY2023-24 Gann Limit Resolution Gen Fund (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR

EXHIBIT A

CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMIT  
 PROCEEDS OF TAX CALCULATION  
 GENERAL FUND FY 2023/24

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<b><u>Taxes</u></b>			
Property (1)	\$ 49,000,000	\$ -	\$ 49,000,000
Sales	37,500,000	-	37,500,000
Motor Vehicle In-Lieu	-	-	-
Business Gross Receipts	6,300,000	-	6,300,000
Utility Users	17,500,000	-	17,500,000
Other	5,600,000	-	5,600,000
<b><u>Fees</u></b>			
Franchise	-	9,304,894	9,304,894
Development Fees	-	12,475,217	12,475,217
Other Fees, Permits & Licenses	-	2,562,749	2,562,749
Fines & Forfeitures	-	575,000	575,000
Administrative Charges	-	3,529,167	3,529,167
Intergovernmental	-	615,803	615,803
Miscellaneous	-	351,500	351,500
<b><u>Transfers</u></b>			
Transfers	-	2,926,713	2,926,713
<b>Total</b>	\$ 115,900,000	\$ 32,341,043	\$ 148,241,043
<b>% of Total</b>	78.18	21.82	100.00
<b>Allocation of Interest</b>	3,590,807	1,002,193	4,593,000
<b>Adjusted Total</b>	\$ 119,490,807	\$ 33,343,236	\$ 152,834,043

Revenues are based on FY 2023/24 Adopted Budget

Notes:

(1) Includes Property Tax In-Lieu of Vehicle License Fees

Attachment: FY2023-24 Gann Limit Resolution Gen Fund (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR

EXHIBIT B

CITY OF MORENO VALLEY  
APPROPRIATIONS (GANN) LIMITS  
LIMIT CALCULATION  
GENERAL FUND FY 2023/24

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2023/24 Total Revenue *	\$ 152,834,043
Less: Non-Proceeds of Tax	<u>33,343,236</u>
A) Total Appropriations Subject to the Limit	\$ 119,490,807

APPROPRIATIONS LIMIT

B) FY 2022/23 Appropriations Limit	158,758,113	
C) Change Factor **		
Cost of Living (Per Capital Personal Income)-COL	<u>4.44</u>	<u>1.0444</u>
Population Adjustment - PA	(0.01)	<u>0.9999</u>
Change Factor (COL x PA)		<u><u>1.0443</u></u>
D) Increase in Appropriations Limit	7,032,984	
E) FY 2023/24 Appropriations Limit (B x C)	<u>\$ 165,791,097</u>	

REMAINING APPROPRIATIONS CAPACITY

(E - A)	<u>\$ 46,300,290</u>
Remaining Capacity as a Percent of the FY 2023/24 Appropriations Limit	<u>27.93%</u>

\* Revenues based upon FY 2023/24 Adopted Budget

\*\* State Department of Finance  
Percent of Change in California Per Capita Income  
Percent of Change in City of Moreno Valley Population

Attachment: FY2023-24 Gann Limit Resolution Gen Fund (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR

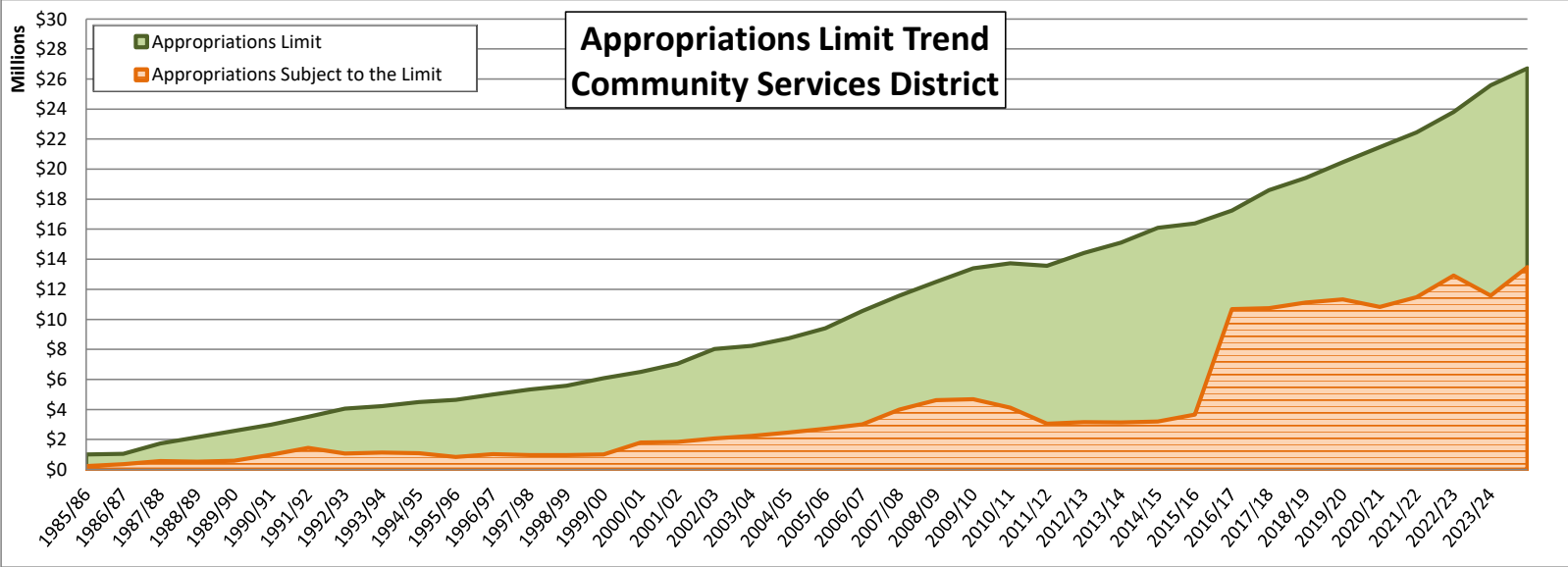
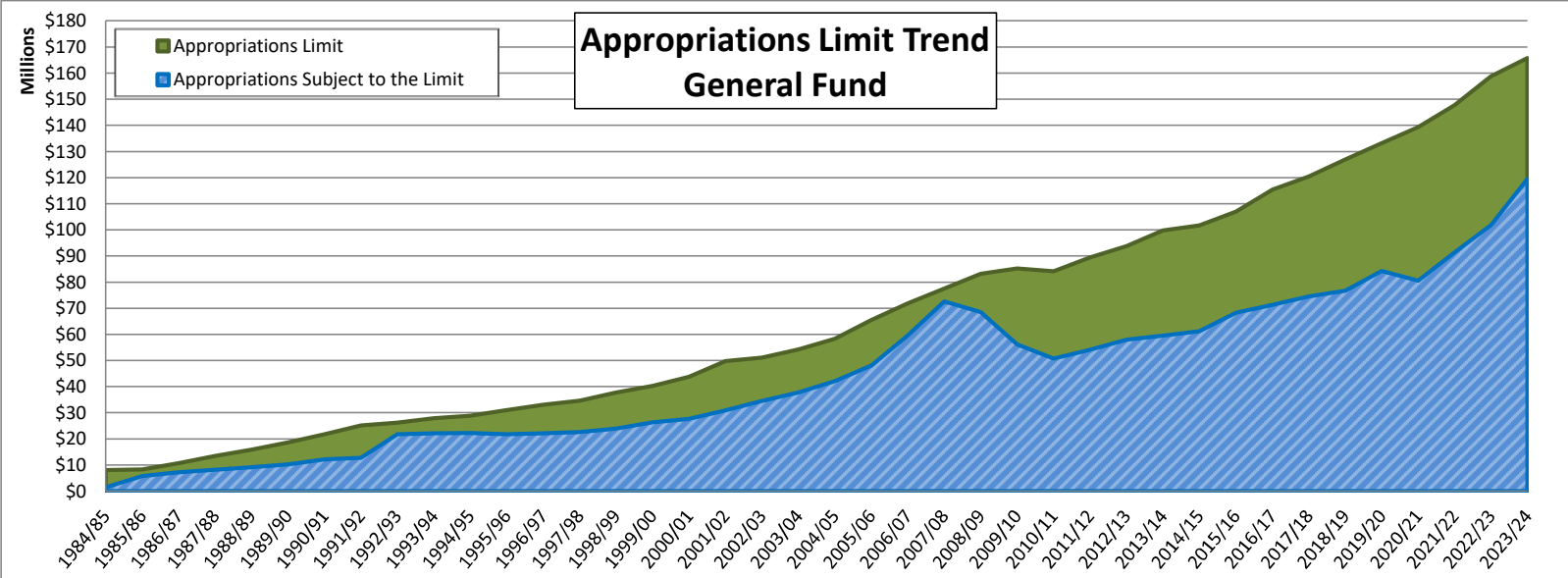
EXHIBIT C

**CITY OF MORENO VALLEY  
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS  
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	8,299,200	5,801,524	2,497,676	1,037,400	366,257	671,143
1986/87	2.30%	13.34%	10,739,623	7,182,998	3,556,625	1,730,616	571,404	1,159,212
1987/88	3.40%	21.27%	13,419,869	8,186,487	5,233,382	2,162,519	514,685	1,647,834
1988/89	3.93%	13.98%	15,897,098	9,117,625	6,779,473	2,561,707	595,770	1,965,937
1989/90	4.98%	11.53%	18,612,989	10,193,243	8,419,746	2,999,354	973,431	2,025,923
1990/91	4.21%	12.34%	21,790,136	12,168,319	9,621,817	3,511,329	1,447,368	2,063,961
1991/92	4.14%	9.53%	25,184,125	12,702,824	12,481,301	4,058,248	1,068,016	2,990,232
1992/93	-0.64%	4.74%	26,209,119	21,751,950	4,457,169	4,223,419	1,127,115	3,096,304
1993/94	2.72%	3.69%	27,915,333	22,167,783	5,747,550	4,498,364	1,090,166	3,408,198
1994/95	0.71%	2.56%	28,833,747	22,191,470	6,642,277	4,646,360	839,650	3,806,710
1995/96	4.72%	2.66%	30,999,161	21,770,020	9,229,141	4,995,302	1,018,520	3,976,782
1996/97	4.67%	1.91%	33,066,805	22,117,750	10,949,055	5,328,489	952,480	4,376,009
1997/98	4.67%	0.19%	34,677,158	22,635,500	12,041,658	5,587,986	952,480	4,635,506
1998/99	4.15%	4.44%	37,718,345	23,919,000	13,799,345	6,078,052	1,000,500	5,077,552
1999/00	4.53%	2.29%	40,328,454	26,298,904	14,029,550	6,498,653	1,796,366	4,702,287
2000/01	4.91%	3.36%	43,728,143	27,701,784	16,026,359	7,046,489	1,831,589	5,214,900
2001/02	7.82%	5.68%	49,823,846	30,910,955	18,912,891	8,028,770	2,074,425	5,954,345
2002/03	-1.27%	3.88%	51,099,336	34,456,312	16,643,024	8,234,307	2,244,708	5,989,599
2003/04	2.31%	3.72%	54,226,615	37,805,936	16,420,679	8,738,247	2,465,590	6,272,657
2004/05	3.28%	4.17%	58,342,415	42,094,636	16,247,779	9,401,480	2,727,571	6,673,909
2005/06	5.26%	6.59%	65,460,190	48,100,800	17,359,390	10,548,461	3,016,336	7,532,125
2006/07	3.96%	5.59%	71,855,651	59,592,475	12,263,176	11,579,046	3,987,532	7,591,514
2007/08	4.42%	3.38%	77,568,175	72,653,027	4,915,148	12,499,580	4,615,504	7,884,076
2008/09	4.29%	2.79%	83,153,084	68,506,576	14,646,508	13,399,550	4,685,689	8,713,861
2009/10	0.62%	1.83%	85,198,650	56,124,960	29,073,690	13,729,179	4,108,012	9,621,167
2010/11	-2.54%	1.40%	84,193,306	50,777,288	33,416,018	13,567,175	3,059,579	10,507,596
2011/12	2.51%	3.66%	89,463,807	54,120,708	35,343,099	14,416,480	3,146,478	11,270,002
2012/13	3.77%	1.05%	93,811,748	57,930,634	35,881,114	15,117,121	3,146,049	11,971,072
2013/14	5.12%	1.23%	99,825,081	59,511,085	40,313,996	16,086,128	3,193,939	12,892,189
2014/15	0.80%	1.12%	101,751,705	61,132,366	40,619,339	16,396,590	3,661,696	12,734,894
2015/16	3.82%	1.28%	107,002,093	68,270,362	38,731,731	17,242,654 (1)	10,686,758	6,555,896
2016/17	5.37%	2.35%	115,401,757	71,329,731	44,072,026	18,596,202	10,733,417	7,862,785
2017/18	3.69%	0.67%	120,456,354	74,479,064	45,977,290	19,410,716	11,119,754	8,290,962
2018/19	3.67%	1.64%	126,924,860	76,753,778	50,171,082	20,453,071	11,321,286	9,131,785
2019/20	3.86%	1.09%	133,245,718	84,305,457	48,940,261	21,471,634	10,837,005	10,634,629
2020/21	3.73%	0.80%	139,321,723	80,536,602	58,785,121	22,450,741	11,473,096	10,977,645
2021/22	5.73%	0.30%	147,750,687	91,420,924	56,329,763	23,809,011	12,922,169	10,886,842
2022/23	7.55%	-0.09%	158,758,113	101,818,614	56,939,499	25,582,782	11,587,315	13,995,467
2023/24	4.44%	-0.01%	165,791,097	119,490,807	46,300,290	26,716,099	13,472,753	13,243,346

Attachment: FY2023-24 Gann Limit Resolution Gen Fund (6272 : PUBLIC HEARING ESTABLISHING

Note (1) During 2014 the City Attorney made a ruling that certain revenues which had previously been shown as Non-Proceeds of Tax should be shown as Proceeds of Tax instead. That ruling is reflected in data beginning with FY 2015/16.



Attachment: FY2023-24 Gann Limit Resolution Gen Fund (6272 : PUBLIC HEARING ESTABLISHING

## RESOLUTION NO. CSD 2023-\_\_

A RESOLUTION OF THE MORENO VALLEY  
COMMUNITY SERVICES DISTRICT ESTABLISHING THE  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023/24

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has adopted the Budget for Fiscal Year 2023/24 a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2023/24 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has elected to use the annual change in the Per Capita Personal Income as the cost of living factor; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2023/24 is hereby established at \$26,716,099 and the total annual appropriations subject to such limitation for Fiscal Year 2023/24 is estimated to be \$13,472,753.

- 2. The District’s Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriations limit in the present or future.
- 3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2023, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.
- 4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 20th day of June, 2023.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of President of the  
Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the  
capacity of General Counsel of  
the Moreno Valley Community  
Services District

2  
Resolution No. CSD 2023-\_\_\_\_\_  
Date Adopted: June 20, 2023

**RESOLUTION JURAT**

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF MORENO VALLEY )

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-\_\_\_ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board members, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2023-3  
Date Adopted: June 20, 2023

Attachment: FY2023-24 Gann Limit Resolution\_CSD (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR FISCAL



EXHIBIT A

CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMIT  
 PROCEEDS OF TAX CALCULATION  
 COMMUNITY SERVICES DISTRICT FY 2023/24

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<b><u>Taxes</u></b>			
Zone A - Parks & Recreation	\$ 8,003,595	\$ -	\$ 8,003,595
Zone A - Parks & Recreation Rest. Assets	-	-	-
CFD No 1 - Parks	1,700,000	-	1,700,000
LMD 2014-01 - Residential Lights	138,390	-	138,390
Zone C - Arterial Lights	686,825	-	686,825
Zone D - Standard Landscaping	-	-	-
Zone E - Extensive Landscaping	-	-	-
LMD 2014-02	-	-	-
CFD 2014-01	-	-	-
CFD 2021-01	110,000	-	110,000
Zone L - Library Services	2,674,558	-	2,674,558
Zone M - Median Fund	-	-	-
Zone S - Sunnymead Blvd.	-	-	-
<b><u>Fees</u></b>			
Zone A - Parks & Recreation	-	1,059,842	1,059,842
Zone A - Parks & Recreation Rest. Assets	-	-	-
CFD No 1 - Parks	-	10,000	10,000
LMD 2014-01 - Residential Lights	-	999,000	999,000
Zone C - Arterial Lights	-	-	-
Zone D - Standard Landscaping	-	1,200,000	1,200,000
Zone E - Extensive Landscaping	-	194,000	194,000
LMD 2014-02	-	2,439,955	2,439,955
CFD 2014-01	-	-	-
Zone L - Library Services	-	1,500	1,500
Zone M - Median Fund	-	175,000	175,000
Zone S - Sunnymead Blvd.	-	70,000	70,000
<b><u>Miscellaneous</u></b>			
Zone A - Parks & Recreation	-	14,500	14,500
Zone A - Parks & Recreation	-	902,954	902,954
Zone A - Parks & Recreation	-	30,000	30,000
Zone A - Parks & Recreation	-	50,000	50,000
Zone B - Residential Lights	-	-	-
Zone E - Extensive Landscaping	-	-	-
LMD 2014-02	-	-	-
Zone D - Standard Landscaping	-	-	-
Zone L - Library Services	-	-	-
Zone L - Library Services	-	24,897	24,897
<b><u>Transfers In</u></b>			
Zone A - Parks & Recreation	-	-	-
Zone A - Parks & Recreation Rest. Assets	-	-	-
CFD No 1 - Parks	-	33,472	33,472
LMD 2014-01 - Residential Lights	-	330,000	330,000
Zone C - Arterial Lights	-	100,000	100,000
Zone D - Standard Landscaping	-	-	-
Zone E - Extensive Landscaping	-	-	-
LMD 2014-02	-	200,000	200,000
CFD 2014-01	-	-	-
Zone L - Library Services	-	475,000	475,000
Zone M - Median Fund	-	200,000	200,000
Zone S - Sunnymead Blvd.	-	-	-
<b>Total</b>	<b>\$ 13,313,368</b>	<b>\$ 8,510,120</b>	<b>\$ 21,823,488</b>
<b>% of Total</b>	<b>61.00</b>	<b>39.00</b>	<b>100.00</b>
<b>Allocation of Interest *</b>	<b>159,385</b>	<b>101,881</b>	<b>261,266</b>
<b>Adjusted Total</b>	<b>\$ 13,472,753</b>	<b>\$ 8,612,001</b>	<b>\$ 22,084,754</b>

Attachment: FY2023-24 Gann Limit Resolution\_CSD (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR FISCAL

EXHIBIT B

CITY OF MORENO VALLEY  
APPROPRIATIONS (GANN) LIMITS  
LIMIT CALCULATION  
COMMUNITY SERVICES DISTRICT FY 2023/24

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2023/24 Total Revenue *	\$ 22,084,754
Less: Non-Proceeds of Tax	8,612,001
A) Total Appropriations Subject to the Limit	<u>\$ 13,472,753</u>

APPROPRIATIONS LIMIT

B) FY 2022/23 Appropriations Limit	25,582,782	
C) Change Factor **		
Cost of Living (Per Capital Personal Income)-COL	<u>4.44</u>	<u>1.0444</u>
Population Adjustment - PA	(0.01)	0.9999
Change Factor (COL x PA)		<u><u>1.0443</u></u>
D) Increase in Appropriations Limit	1,133,317	
E) FY 2023/24 Appropriations Limit (B x C)	<u>\$ 26,716,099</u>	

REMAINING APPROPRIATIONS CAPACITY

(E - A)	<u>\$ 13,243,346</u>
Remaining Capacity as a Percent of the FY 2023/24 Appropriations Limit	<u><u>49.57%</u></u>

\* Revenues based upon FY 2023/24 Adopted Budget

\*\* State Department of Finance  
Percent of Change in California Per Capita Income  
Percent of Change in Population

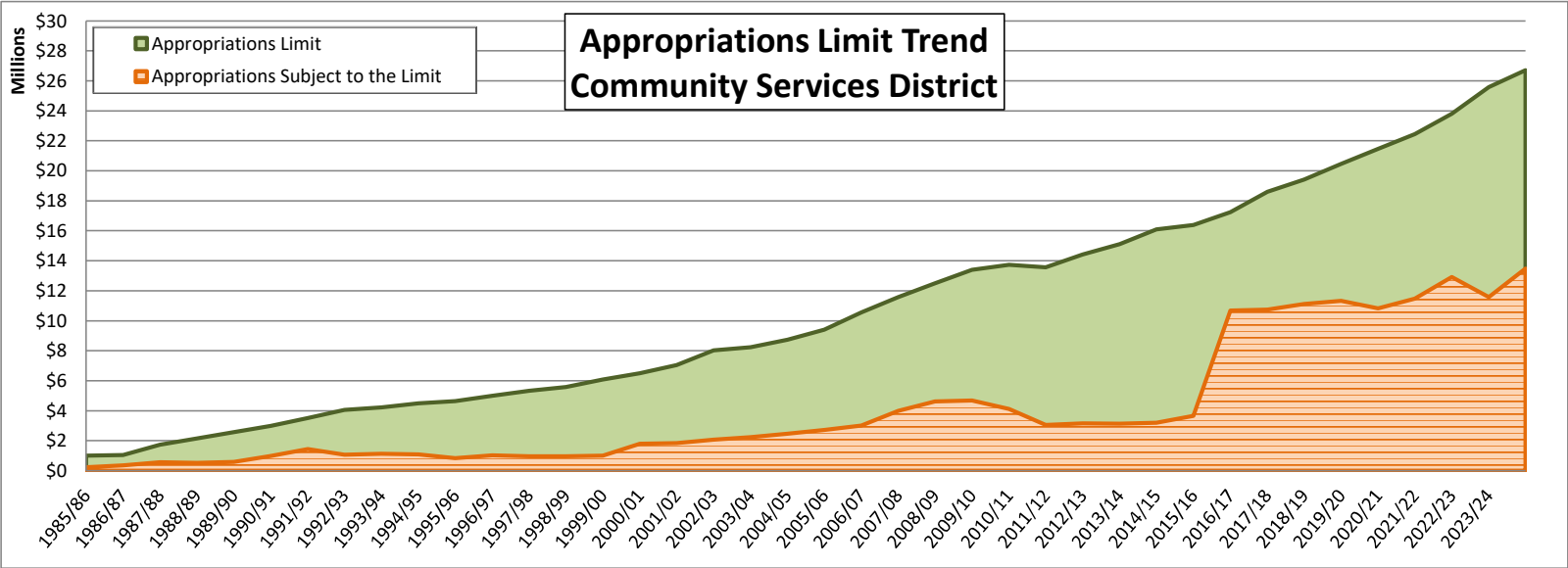
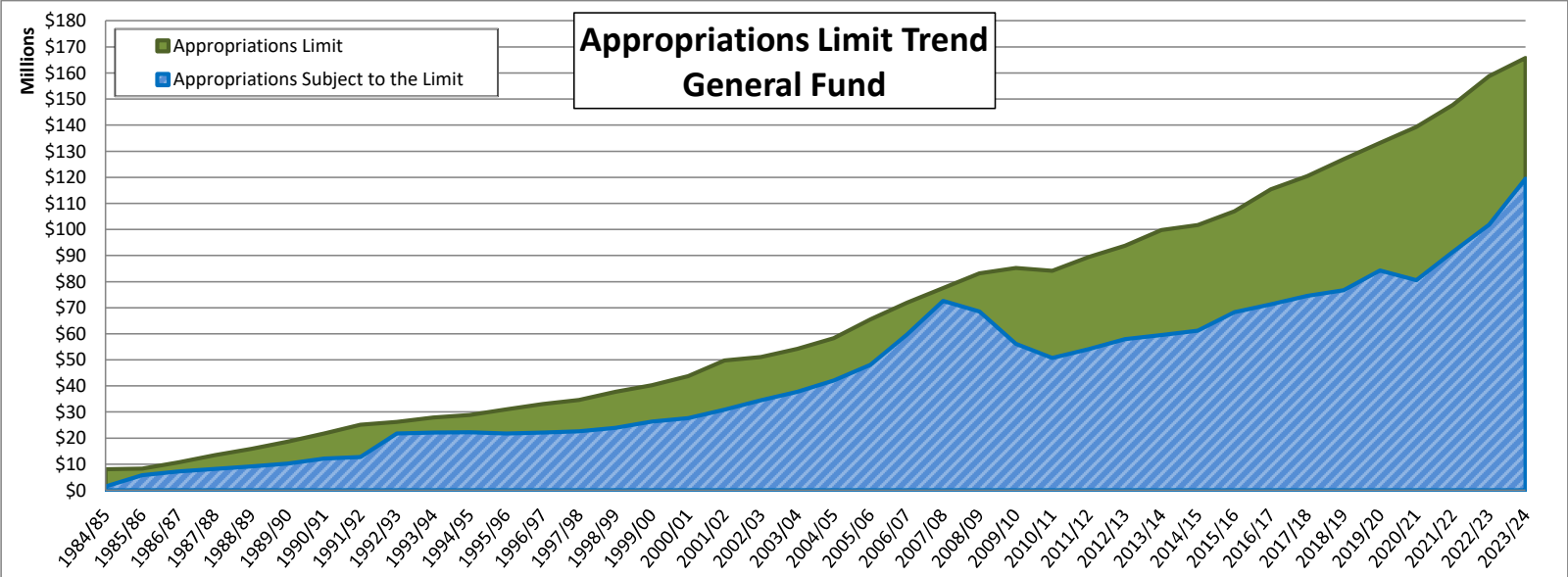
EXHIBIT C

**CITY OF MORENO VALLEY  
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS  
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	8,299,200	5,801,524	2,497,676	1,037,400	366,257	671,143
1986/87	2.30%	13.34%	10,739,623	7,182,998	3,556,625	1,730,616	571,404	1,159,212
1987/88	3.40%	21.27%	13,419,869	8,186,487	5,233,382	2,162,519	514,685	1,647,834
1988/89	3.93%	13.98%	15,897,098	9,117,625	6,779,473	2,561,707	595,770	1,965,937
1989/90	4.98%	11.53%	18,612,989	10,193,243	8,419,746	2,999,354	973,431	2,025,923
1990/91	4.21%	12.34%	21,790,136	12,168,319	9,621,817	3,511,329	1,447,368	2,063,961
1991/92	4.14%	9.53%	25,184,125	12,702,824	12,481,301	4,058,248	1,068,016	2,990,232
1992/93	-0.64%	4.74%	26,209,119	21,751,950	4,457,169	4,223,419	1,127,115	3,096,304
1993/94	2.72%	3.69%	27,915,333	22,167,783	5,747,550	4,498,364	1,090,166	3,408,198
1994/95	0.71%	2.56%	28,833,747	22,191,470	6,642,277	4,646,360	839,650	3,806,710
1995/96	4.72%	2.66%	30,999,161	21,770,020	9,229,141	4,995,302	1,018,520	3,976,782
1996/97	4.67%	1.91%	33,066,805	22,117,750	10,949,055	5,328,489	952,480	4,376,009
1997/98	4.67%	0.19%	34,677,158	22,635,500	12,041,658	5,587,986	952,480	4,635,506
1998/99	4.15%	4.44%	37,718,345	23,919,000	13,799,345	6,078,052	1,000,500	5,077,552
1999/00	4.53%	2.29%	40,328,454	26,298,904	14,029,550	6,498,653	1,796,366	4,702,287
2000/01	4.91%	3.36%	43,728,143	27,701,784	16,026,359	7,046,489	1,831,589	5,214,900
2001/02	7.82%	5.68%	49,823,846	30,910,955	18,912,891	8,028,770	2,074,425	5,954,345
2002/03	-1.27%	3.88%	51,099,336	34,456,312	16,643,024	8,234,307	2,244,708	5,989,599
2003/04	2.31%	3.72%	54,226,615	37,805,936	16,420,679	8,738,247	2,465,590	6,272,657
2004/05	3.28%	4.17%	58,342,415	42,094,636	16,247,779	9,401,480	2,727,571	6,673,909
2005/06	5.26%	6.59%	65,460,190	48,100,800	17,359,390	10,548,461	3,016,336	7,532,125
2006/07	3.96%	5.59%	71,855,651	59,592,475	12,263,176	11,579,046	3,987,532	7,591,514
2007/08	4.42%	3.38%	77,568,175	72,653,027	4,915,148	12,499,580	4,615,504	7,884,076
2008/09	4.29%	2.79%	83,153,084	68,506,576	14,646,508	13,399,550	4,685,689	8,713,861
2009/10	0.62%	1.83%	85,198,650	56,124,960	29,073,690	13,729,179	4,108,012	9,621,167
2010/11	-2.54%	1.40%	84,193,306	50,777,288	33,416,018	13,567,175	3,059,579	10,507,596
2011/12	2.51%	3.66%	89,463,807	54,120,708	35,343,099	14,416,480	3,146,478	11,270,002
2012/13	3.77%	1.05%	93,811,748	57,930,634	35,881,114	15,117,121	3,146,049	11,971,072
2013/14	5.12%	1.23%	99,825,081	59,511,085	40,313,996	16,086,128	3,193,939	12,892,189
2014/15	0.80%	1.12%	101,751,705	61,132,366	40,619,339	16,396,590	3,661,696	12,734,894
2015/16	3.82%	1.28%	107,002,093	68,270,362	38,731,731	17,242,654 (1)	10,686,758	6,555,896
2016/17	5.37%	2.35%	115,401,757	71,329,731	44,072,026	18,596,202	10,733,417	7,862,785
2017/18	3.69%	0.67%	120,456,354	74,479,064	45,977,290	19,410,716	11,119,754	8,290,962
2018/19	3.67%	1.64%	126,924,860	76,753,778	50,171,082	20,453,071	11,321,286	9,131,785
2019/20	3.86%	1.09%	133,245,718	84,305,457	48,940,261	21,471,634	10,837,005	10,634,629
2020/21	3.73%	0.80%	139,321,723	80,536,602	58,785,121	22,450,741	11,473,096	10,977,645
2021/22	5.73%	0.30%	147,750,687	91,420,924	56,329,763	23,809,011	12,922,169	10,886,842
2022/23	7.55%	-0.09%	158,758,113	101,818,614	56,939,499	25,582,782	11,587,315	13,995,467
2023/24	4.44%	-0.01%	165,791,097	119,490,807	46,300,290	26,716,099	13,472,753	13,243,346

Attachment: FY2023-24 Gann Limit Resolution\_CSD (6272 : PUBLIC HEARING ESTABLISHING

Note (1) During 2014 the City Attorney made a ruling that certain revenues which had previously been shown as Non-Proceeds of Tax should be shown as Proceeds of Tax instead. That ruling is reflected in data beginning with FY 2015/16.



Attachment: FY2023-24 Gann Limit Resolution\_CSD (6272 : PUBLIC HEARING ESTABLISHING



# **COMPLETE DOCUMENTATION FY 2023/24 APPROPRIATION (GANN) LIMITS**

**FOR THE CITY OF MORENO VALLEY  
AND  
MORENO VALLEY COMMUNITY SERVICES DISTRICT**

Prepared by the Financial & Management Services Department  
Launa Jimenez, Financial Resources Division Manager

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### GENERAL FUND

Exhibit A – Proceeds of Tax Calculation

Exhibit B – Limit Calculation

### COMMUNITY SERVICES DISTRICT

Exhibit A – Proceeds of Tax Calculation

Exhibit B – Limit Calculation

Exhibit C - Summary of Annual Appropriations (GANN) Limit

EXHIBIT A

CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMIT  
 PROCEEDS OF TAX CALCULATION  
 GENERAL FUND FY 2023/24

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<b><u>Taxes</u></b>			
Property (1)	\$ 49,000,000	\$ -	\$ 49,000,000
Sales	37,500,000	-	37,500,000
Motor Vehicle In-Lieu	-	-	-
Business Gross Receipts	6,300,000	-	6,300,000
Utility Users	17,500,000	-	17,500,000
Other	5,600,000	-	5,600,000
<b><u>Fees</u></b>			
Franchise	-	9,304,894	9,304,894
Development Fees	-	12,475,217	12,475,217
Other Fees, Permits & Licenses	-	2,562,749	2,562,749
Fines & Forfeitures	-	575,000	575,000
Administrative Charges	-	3,529,167	3,529,167
Intergovernmental	-	615,803	615,803
Miscellaneous	-	351,500	351,500
<b><u>Transfers</u></b>			
Transfers	-	2,926,713	2,926,713
<b>Total</b>	<b>\$ 115,900,000</b>	<b>\$ 32,341,043</b>	<b>\$ 148,241,043</b>
<b>% of Total</b>	<b>78.18</b>	<b>21.82</b>	<b>100.00</b>
<b>Allocation of Interest</b>	<b>3,590,807</b>	<b>1,002,193</b>	<b>4,593,000</b>
<b>Adjusted Total</b>	<b>\$ 119,490,807</b>	<b>\$ 33,343,236</b>	<b>\$ 152,834,043</b>

Revenues are based on FY 2023/24 Adopted Budget

Notes:

(1) Includes Property Tax In-Lieu of Vehicle License Fees

Attachment: FY2023/24 Gann Limit Public Counter Copy (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR

EXHIBIT B

**CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMITS  
 LIMIT CALCULATION  
 GENERAL FUND FY 2023/24**

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2023/24 Total Revenue *		\$ 152,834,043
Less: Non-Proceeds of Tax		<u>33,343,236</u>
A) Total Appropriations Subject to the Limit		\$ 119,490,807

APPROPRIATIONS LIMIT

B) FY 2022/23 Appropriations Limit		158,758,113
C) Change Factor **	<u>% Increase</u>	<u>Factor</u>
Cost of Living (Per Capital Personal Income)-COL	4.44	1.0444
Population Adjustment - PA	(0.01)	<u>0.9999</u>
Change Factor (COL x PA)		<u><u>1.0443</u></u>
D) Increase in Appropriations Limit		7,032,984
E) FY 2023/24 Appropriations Limit (B x C)		<u><u>\$ 165,791,097</u></u>

REMAINING APPROPRIATIONS CAPACITY

(E - A)		<u><u>\$ 46,300,290</u></u>
Remaining Capacity as a Percent of the FY 2023/24 Appropriations Limit		<u><u>27.93%</u></u>

\* Revenues based upon FY 2023/24 Adopted Budget

\*\* State Department of Finance  
 Percent of Change in California Per Capita Income  
 Percent of Change in City of Moreno Valley Population

Attachment: FY2023/24 Gann Limit Public Counter Copy (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR



EXHIBIT A

CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMIT  
 PROCEEDS OF TAX CALCULATION  
 COMMUNITY SERVICES DISTRICT FY 2023/24

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<b><u>Taxes</u></b>			
Zone A - Parks & Recreation	\$ 8,003,595	\$ -	\$ 8,003,595
Zone A - Parks & Recreation Rest. Assets	-	-	-
CFD No 1 - Parks	1,700,000	-	1,700,000
LMD 2014-01 - Residential Lights	138,390	-	138,390
Zone C - Arterial Lights	686,825	-	686,825
Zone D - Standard Landscaping	-	-	-
Zone E - Extensive Landscaping	-	-	-
LMD 2014-02	-	-	-
CFD 2014-01	-	-	-
CFD 2021-01	110,000	-	110,000
Zone L - Library Services	2,674,558	-	2,674,558
Zone M - Median Fund	-	-	-
Zone S - Sunnymead Blvd.	-	-	-
<b><u>Fees</u></b>			
Zone A - Parks & Recreation	-	1,059,842	1,059,842
Zone A - Parks & Recreation Rest. Assets	-	-	-
CFD No 1 - Parks	-	10,000	10,000
LMD 2014-01 - Residential Lights	-	999,000	999,000
Zone C - Arterial Lights	-	-	-
Zone D - Standard Landscaping	-	1,200,000	1,200,000
Zone E - Extensive Landscaping	-	194,000	194,000
LMD 2014-02	-	2,439,955	2,439,955
CFD 2014-01	-	-	-
Zone L - Library Services	-	1,500	1,500
Zone M - Median Fund	-	175,000	175,000
Zone S - Sunnymead Blvd.	-	70,000	70,000
<b><u>Miscellaneous</u></b>			
Zone A - Parks & Recreation	-	14,500	14,500
Zone A - Parks & Recreation	-	902,954	902,954
Zone A - Parks & Recreation	-	30,000	30,000
Zone A - Parks & Recreation	-	50,000	50,000
Zone B - Residential Lights	-	-	-
Zone E - Extensive Landscaping	-	-	-
LMD 2014-02	-	-	-
Zone D - Standard Landscaping	-	-	-
Zone L - Library Services	-	-	-
Zone L - Library Services	-	24,897	24,897
<b><u>Transfers In</u></b>			
Zone A - Parks & Recreation	-	-	-
Zone A - Parks & Recreation Rest. Assets	-	-	-
CFD No 1 - Parks	-	33,472	33,472
LMD 2014-01 - Residential Lights	-	330,000	330,000
Zone C - Arterial Lights	-	100,000	100,000
Zone D - Standard Landscaping	-	-	-
Zone E - Extensive Landscaping	-	-	-
LMD 2014-02	-	200,000	200,000
CFD 2014-01	-	-	-
Zone L - Library Services	-	475,000	475,000
Zone M - Median Fund	-	200,000	200,000
Zone S - Sunnymead Blvd.	-	-	-
<b>Total</b>	<b>\$ 13,313,368</b>	<b>\$ 8,510,120</b>	<b>\$ 21,823,488</b>
<b>% of Total</b>	<b>61.00</b>	<b>39.00</b>	<b>100.00</b>
<b>Allocation of Interest *</b>	<b>159,385</b>	<b>101,881</b>	<b>261,266</b>
<b>Adjusted Total</b>	<b>\$ 13,472,753</b>	<b>\$ 8,612,001</b>	<b>\$ 22,084,754</b>

Attachment: FY2023/24 Gann Limit Public Counter Copy (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR

EXHIBIT B

CITY OF MORENO VALLEY  
APPROPRIATIONS (GANN) LIMITS  
LIMIT CALCULATION  
COMMUNITY SERVICES DISTRICT FY 2023/24

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2023/24 Total Revenue *	\$	22,084,754
Less: Non-Proceeds of Tax		8,612,001
A) Total Appropriations Subject to the Limit	\$	<u>13,472,753</u>

APPROPRIATIONS LIMIT

B) FY 2022/23 Appropriations Limit		25,582,782
C) Change Factor **	<u>% Increase</u>	<u>Factor</u>
Cost of Living (Per Capital Personal Income)-COL	4.44	1.0444
Population Adjustment - PA	(0.01)	0.9999
Change Factor (COL x PA)		<u>1.0443</u>
D) Increase in Appropriations Limit		1,133,317
E) FY 2023/24 Appropriations Limit (B x C)	\$	<u>26,716,099</u>

REMAINING APPROPRIATIONS CAPACITY

(E - A)	\$	<u>13,243,346</u>
Remaining Capacity as a Percent of the FY 2023/24 Appropriations Limit		<u>49.57%</u>

\* Revenues based upon FY 2023/24 Adopted Budget

\*\* State Department of Finance  
Percent of Change in California Per Capita Income  
Percent of Change in Population

Attachment: FY2023/24 Gann Limit Public Counter Copy (6272 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR

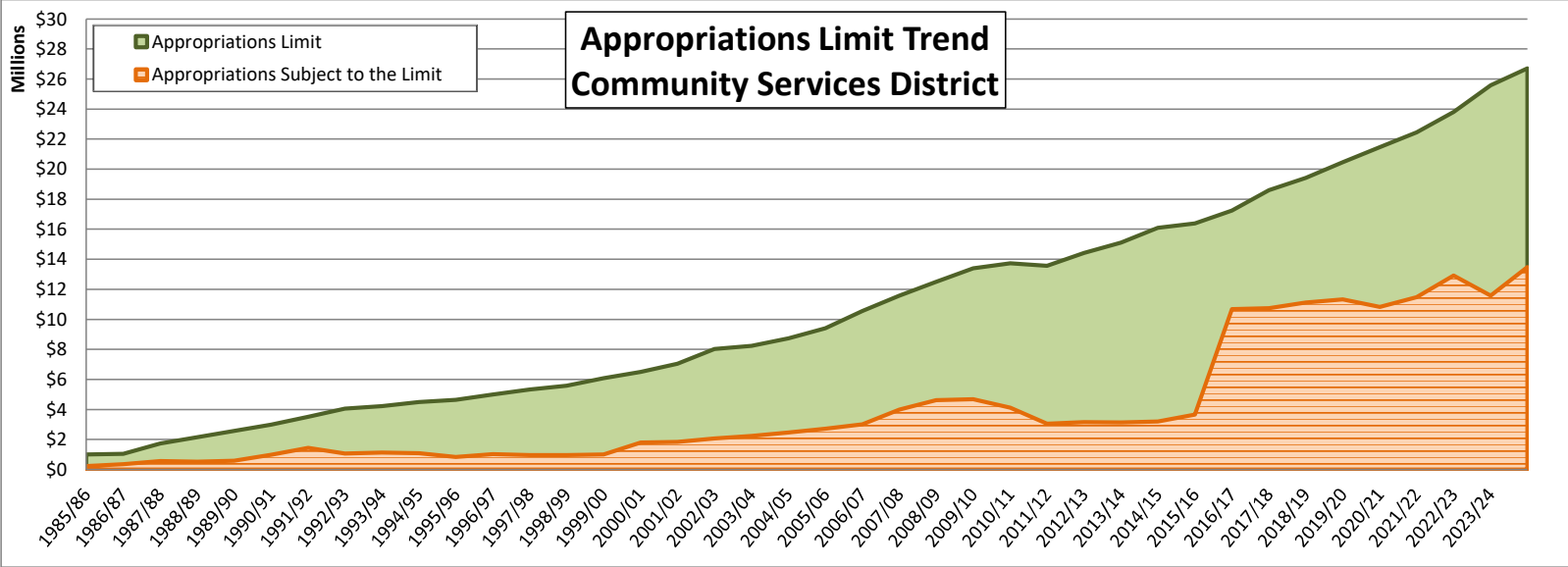
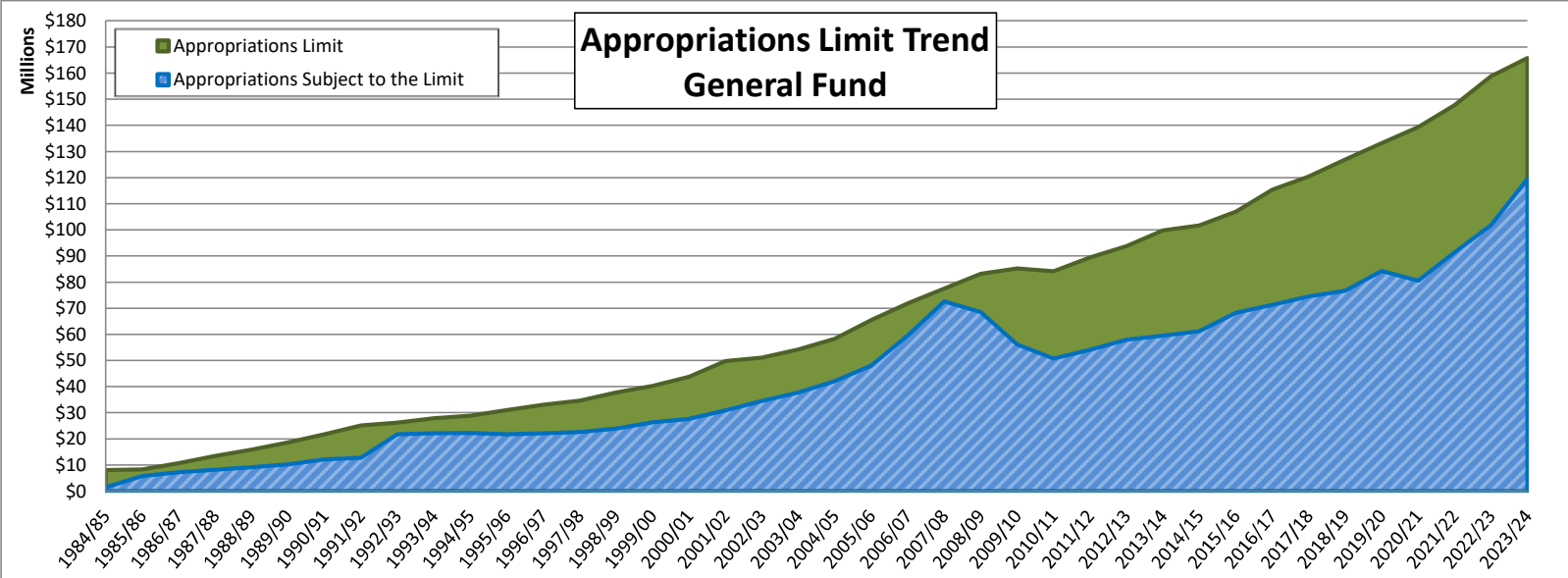
EXHIBIT C

**CITY OF MORENO VALLEY  
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS  
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	8,299,200	5,801,524	2,497,676	1,037,400	366,257	671,143
1986/87	2.30%	13.34%	10,739,623	7,182,998	3,556,625	1,730,616	571,404	1,159,212
1987/88	3.40%	21.27%	13,419,869	8,186,487	5,233,382	2,162,519	514,685	1,647,834
1988/89	3.93%	13.98%	15,897,098	9,117,625	6,779,473	2,561,707	595,770	1,965,937
1989/90	4.98%	11.53%	18,612,989	10,193,243	8,419,746	2,999,354	973,431	2,025,923
1990/91	4.21%	12.34%	21,790,136	12,168,319	9,621,817	3,511,329	1,447,368	2,063,961
1991/92	4.14%	9.53%	25,184,125	12,702,824	12,481,301	4,058,248	1,068,016	2,990,232
1992/93	-0.64%	4.74%	26,209,119	21,751,950	4,457,169	4,223,419	1,127,115	3,096,304
1993/94	2.72%	3.69%	27,915,333	22,167,783	5,747,550	4,498,364	1,090,166	3,408,198
1994/95	0.71%	2.56%	28,833,747	22,191,470	6,642,277	4,646,360	839,650	3,806,710
1995/96	4.72%	2.66%	30,999,161	21,770,020	9,229,141	4,995,302	1,018,520	3,976,782
1996/97	4.67%	1.91%	33,066,805	22,117,750	10,949,055	5,328,489	952,480	4,376,009
1997/98	4.67%	0.19%	34,677,158	22,635,500	12,041,658	5,587,986	952,480	4,635,506
1998/99	4.15%	4.44%	37,718,345	23,919,000	13,799,345	6,078,052	1,000,500	5,077,552
1999/00	4.53%	2.29%	40,328,454	26,298,904	14,029,550	6,498,653	1,796,366	4,702,287
2000/01	4.91%	3.36%	43,728,143	27,701,784	16,026,359	7,046,489	1,831,589	5,214,900
2001/02	7.82%	5.68%	49,823,846	30,910,955	18,912,891	8,028,770	2,074,425	5,954,345
2002/03	-1.27%	3.88%	51,099,336	34,456,312	16,643,024	8,234,307	2,244,708	5,989,599
2003/04	2.31%	3.72%	54,226,615	37,805,936	16,420,679	8,738,247	2,465,590	6,272,657
2004/05	3.28%	4.17%	58,342,415	42,094,636	16,247,779	9,401,480	2,727,571	6,673,909
2005/06	5.26%	6.59%	65,460,190	48,100,800	17,359,390	10,548,461	3,016,336	7,532,125
2006/07	3.96%	5.59%	71,855,651	59,592,475	12,263,176	11,579,046	3,987,532	7,591,514
2007/08	4.42%	3.38%	77,568,175	72,653,027	4,915,148	12,499,580	4,615,504	7,884,076
2008/09	4.29%	2.79%	83,153,084	68,506,576	14,646,508	13,399,550	4,685,689	8,713,861
2009/10	0.62%	1.83%	85,198,650	56,124,960	29,073,690	13,729,179	4,108,012	9,621,167
2010/11	-2.54%	1.40%	84,193,306	50,777,288	33,416,018	13,567,175	3,059,579	10,507,596
2011/12	2.51%	3.66%	89,463,807	54,120,708	35,343,099	14,416,480	3,146,478	11,270,002
2012/13	3.77%	1.05%	93,811,748	57,930,634	35,881,114	15,117,121	3,146,049	11,971,072
2013/14	5.12%	1.23%	99,825,081	59,511,085	40,313,996	16,086,128	3,193,939	12,892,189
2014/15	0.80%	1.12%	101,751,705	61,132,366	40,619,339	16,396,590	3,661,696	12,734,894
2015/16	3.82%	1.28%	107,002,093	68,270,362	38,731,731	17,242,654 (1)	10,686,758	6,555,896
2016/17	5.37%	2.35%	115,401,757	71,329,731	44,072,026	18,596,202	10,733,417	7,862,785
2017/18	3.69%	0.67%	120,456,354	74,479,064	45,977,290	19,410,716	11,119,754	8,290,962
2018/19	3.67%	1.64%	126,924,860	76,753,778	50,171,082	20,453,071	11,321,286	9,131,785
2019/20	3.86%	1.09%	133,245,718	84,305,457	48,940,261	21,471,634	10,837,005	10,634,629
2020/21	3.73%	0.80%	139,321,723	80,536,602	58,785,121	22,450,741	11,473,096	10,977,645
2021/22	5.73%	0.30%	147,750,687	91,420,924	56,329,763	23,809,011	12,922,169	10,886,842
2022/23	7.55%	-0.09%	158,758,113	101,818,614	56,939,499	25,582,782	11,587,315	13,995,467
2023/24	4.44%	-0.01%	165,791,097	119,490,807	46,300,290	26,716,099	13,472,753	13,243,346

Attachment: FY2023/24 Gann Limit Public Counter Copy (6272) : PUBLIC HEARING ESTABLISHING

Note (1) During 2014 the City Attorney made a ruling that certain revenues which had previously been shown as Non-Proceeds of Tax should be shown as Proceeds of Tax instead. That ruling is reflected in data beginning with FY 2015/16.



Attachment: FY2023/24 Gann Limit Public Counter Copy (6272 : PUBLIC HEARING ESTABLISHING



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, CMC, City Clerk

**AGENDA DATE:** June 20, 2023

**TITLE:** RE-APPOINTMENT OF CERTAIN MEMBERS TO CERTAIN COMMISSIONS, BOARDS AND COMMITTEES TO FULL THREE-YEAR TERMS

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Provide direction regarding whether to re-appoint certain members of certain Commissions, Boards and Committees, who were appointed on March 21, 2023, with terms expiring June 30, 2023, to full three-year terms, commencing July 1, 2023 through June 30, 2026.

### **SUMMARY/DISCUSSION**

On March 21, 2023, the City Council approved the Mayor's slate of nominees to serve as members of the Arts Commission, Environmental Historic Committee, Senior Advisory Board, Parks, Community Services and Trails Committee, Traffic Safety Committee, and Utilities Commission with terms expiring June 30, 2023. The newly appointed Commissioners, Board Members and Committee Members were sworn-in on May 17, 2023. This slate of appointees were approved by the City Council prior to the adoption of the new rules regarding appointments to Commissions, Boards and Committees, which took effect May 4, 2023.

The named individuals below were appointed on March 21, 2023, to the respective Commissions, Boards and Committees. Some have not even had the opportunity to attend any meetings of the Commissions, Boards, or Committees they were appointed to prior to the current expiration of their terms on June 30, 2023. There is also a risk that if these individuals are not re-appointed prior to the City Council's summer recess, there will be vacancies on some of the commissions, boards and committees, which may make it challenging for some to establish a quorum in order to conduct business.

ARTS COMMISSION

Evangelina Weiss (District 3 – Appointed March 21, 2023)

The Arts Commission currently consists of the following:

- 1 member from District 1
- 2 members from District 2
- 2 members from District 3
- 3 members from District 4

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

James Baker (District 4– Appointed March 21, 2023)

The Parks, Community Services and Trails Committee currently consists of the following:

- 1 member from District 1
- 1 member from District 2
- 2 members from District 3
- 2 members from District 4

TRAFFIC SAFETY COMMITTEE

Daryl Terrel (District 1– Appointed March 21, 2023)

The Traffic Safety Committee currently consists of the following:

- 2 members from District 1
- 3 members from District 2
- 1 member from District 3
- 2 members from District 4

UTILITIES COMMISSION

David Bride (District 1– Appointed March 21, 2023)

Erlan Gonzalez (District 3– Appointed March 21, 2023)

The Utilities Commission currently consists of the following:

- 1 member from District 1
- 1 member from District 2
- 2 members from District 3
- 1 member from District 4

ENVIRONMENTAL HISTORIC COMMITTEE

Farrah Pleasant (District 4– Appointed March 21, 2023)  
 Stan Yombo (District 4– Appointed March 21, 2023)

The Environmental Historic Committee currently consists of the following:

0 members from District 1  
 1 member from District 2  
 1 member from District 3  
 2 members from District 4

The options available to Council include the following:

1. Reappoint the newly appointed commissioners, board members and committee members to full three-year terms, commencing July 1, 2023 through June 30, 2026.
2. Consider the appointment of applicants recommended under the new appointment procedures that took effect on May 4, 2023.

### **ALTERNATIVES**

N/A

### **FISCAL IMPACT**

N/A

### **NOTIFICATION**

Posting of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By: Jane Halstead  
 Manager of the Office of Mayor and City Council/City Clerk

Department Head Approval: Jane Halstead  
 Manager of the Office of Mayor and City  
 Council/City Clerk

(Optional field) Reports requiring inter-departmental coordination must include names of all affected department heads.

### **CITY COUNCIL GOALS**

None

### **CITY COUNCIL STRATEGIC PRIORITIES**

#### **1. Economic Development**

- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/13/23 5:11 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/13/23 5:21 PM





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, CMC, City Clerk

**AGENDA DATE:** June 20, 2023

**TITLE:** TEMPORARILY EXTENDING EXPIRING TERMS OF CERTAIN MEMBERS OF COMMISSIONS, BOARDS AND COMMITTEES THROUGH THE CITY COUNCIL RECESS PERIOD

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### RECOMMENDED ACTION

#### **Recommendation:**

1. Provide staff direction on expiring terms ending on June 30, 2023, for those members appointed by the City Council under the former Mayor; or
2. Extend those terms expiring on June 30, 2023, until sometime after the City Council Recess, to provide sufficient time for applications to be submitted and processed prior to the official expiration of the current members' terms in order to provide the City Council adequate time to consider whether to reappoint the current members or appoint new members while mitigating the risk of some commissions, boards or committees not being able to establish a quorum during the City Council Recess Period due to terms that would otherwise expire on June 30, 2023 .

### DISCUSSION/SUMMARY

There are several members of certain commissions, boards and committees that have terms due to expire on June 30, 2023. Each of these members have been contacted and the majority are interested in continuing to serve on their respective Commissions, Boards and Committees.

The named individuals below were appointed from the former Mayor's slate of appointees, to the respective Commissions, Boards and Committees listed below.

The *Commissions, Boards or Committees* are listed below, along with their makeup of their respective Council Districts.

ARTS COMMISSION (9 Members, 2 teen members)

Arzil Beason (2)

The Arts Commission currently consists of the following:

1 member from District 1  
 2 members from District 2  
 2 members from District 3  
 3 members from District 4

EMERGING LEADER (9 Members and 2 alternates)

Nathan Van Hoang (4)

The Emerging Leaders currently consists of the following:

0 members from District 1  
 1 member from District 2  
 2 members from District 3  
 5 members from District 4

LIBRARY COMMISSION (7 Members, 1 or more alternates)

Jenn Carson (2)

Ginger Baker (4)

The Library Commission currently consists of the following:

0 members from District 1  
 2 members from District 2  
 2 members from District 3  
 2 members from District 4

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE (7 Members, 2 teen members)

Rylee Peak Teen Member (2)

Alejandra Herrera (3)

The Parks, Community Services and Trails Committee currently consists of the following:

1 member from District 1  
 1 member from District 2  
 2 members from District 3  
 2 members from District 4

SENIOR ADVISORY BOARD (9 Members, 1 or more alternates)

Anna Christian (3)

The Senior Advisory Board currently consists of the following:

0 members from District 1  
 4 members from District 2  
 3 members from District 3  
 2 members from District 4

TRAFFIC SAFETY COMMITTEE (7 Members, 1 or more alternates)

Ernesto Guzman (2)

The Traffic Safety Committee currently consists of the following:

2 members from District 1  
 3 members from District 2  
 1 member from District 3  
 2 members from District 4

UTILITIES COMMISSION (5 Members, 1 or more alternates)

Reginald Allen (4)

The Utilities Commission currently consists of the following:

1 member from District 1  
 1 member from District 2  
 2 members from District 3  
 1 member from District 4

Extension of those terms expiring on June 30, 2023, until sometime after the City Council Recess, will provide sufficient time for applications to be submitted and processed prior to the official expiration of the current members' terms in order to provide the City Council adequate time to consider whether to reappoint the current members or appoint new members while mitigating the risk of some Commissions, Boards or Committees not being able to establish a quorum during the City Council Recess Period due to terms that would otherwise expire on June 30, 2023 .

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES****1. Economic Development**

- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/15/23 10:24 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/15/23 10:28 AM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** June 20, 2023

**TITLE:** PROVIDE DIRECTION REGARDING THE MOTION TO ISSUE A REQUEST FOR PROPOSAL TO HIRE A PERMANENT CITY ATTORNEY

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the Assistant City Manager to create, issue and conduct a Request For Proposal (RFP) to hire a permanent City Attorney; or
2. Provide alternate direction to the Assistant City Manager.

### **SUMMARY**

This report discusses the motion from Council, at the June 6, 2023 Council meeting, to issue a Request For Proposal (RFP) to hire a permanent City Attorney.

### **DISCUSSION**

Authorize the Assistant City Manager to create, issue and conduct a Request For Proposal (RFP) to hire a permanent City Attorney or provide alternate direction to the Assistant City Manager.

### **ALTERNATIVES**

1. Approve and authorize the recommended action item 1 as presented in this report.

Or

2. Provide alternate direction as stated in the recommended action item 2

presented in this report.

### **FISCAL IMPACT**

There will be an impact to staff to create, issue and conduct the RFP, which will have a minimal impact of personnel costs in the General Fund.

### **NOTIFICATION**

Publication of Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Name: Brian Mohan  
Title: Assistant City Manager/CFO/Treasurer

Department Head Approval:  
Name: Brian Mohan  
Title: Assistant City Manager/CFO/Treasurer

### **CITY COUNCIL GOALS**

**Advocacy.** Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

**Revenue Diversification and Preservation.** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

**Public Safety.** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

**Public Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**Positive Environment.** Create a positive environment for the development of Moreno Valley's future.

**Community Image, Neighborhood Pride and Cleanliness.** Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

### **CITY COUNCIL STRATEGIC PRIORITIES**

1. Economic Development
2. Public Safety
3. Library

- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/12/23 12:46 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/12/23 1:24 PM



## 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:** Brian Mohan, Assistant City Manager  
 Jeremy Bubnick, Parks & Community Services Director

**AGENDA DATE:** June 20, 2023

**TITLE:** DISCUSS THE JOINT USE AGREEMENTS BETWEEN  
 THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AND  
 THE CITY OF MORENO VALLEY

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize the Parks & Community Services Director to continue to work with Moreno Valley Unified School District to achieve their compliance with Contract 193 – Joint Use Agreement for Canyon Springs High School Swimming Pool; or
2. Provide alternate direction to the Parks & Community Services Director.

### **SUMMARY**

This report discusses the motion from Council, at the June 6, 2023 Council meeting, to propose a collaboration with Moreno Valley Unified School District (MVUSD) for swimming lessons.

The City currently has several Joint Use Agreements (JUA) with MVUSD for various locations and facilities. One of these JUA's (Contract 193 – attached for reference) is for the use of the Canyon Springs High School Swimming Complex, which also includes programming such as swimming lessons.

MVUSD has advised the City that the Canyon Springs HS Swimming Complex is undergoing renovations at this time and will not be available for summer use. They have proposed an alternate site, which would be Valley View HS. However, they have



not yet confirmed if they will indeed be offering community swim times this summer despite numerous attempts by Jeremy Bubnick, Parks & Community Services Director.

## **DISCUSSION**

The City currently has several Joint Use Agreements (JUA) with MVUSD for various locations and facilities.

On April 12, 1988, Council approved the Joint Use Agreement – Canyon Springs High School Swimming Complex, which also includes programing such as swimming lessons. Below are some key elements of the agreement:

- City to plan, design and construct a pool that is approximately 25 meters in length and width, with appurtenant facilities
- MVUSD to provide approximately 0.36 acres, so the City can construct a pool, which is to be located at Canyon Springs HS
- Title to the Swimming Complex and the land upon which it is located shall remain vested in the MVUSD
- MVUSD is to maintain this pool and appurtenant facilities
- During the agreement both MVUSD and the City shall be entitled to use the Swimming Complex for their instructional and recreational programs based on Exhibit “A”
  - During the school year, the City’s scheduled use time is 1:00PM – 6:00PM Saturday, Sunday and School Holidays
  - During the summer months, the City’s scheduled use time is 1:00PM – 5:30PM Monday through Friday and 8:00AM – 10:00PM on Saturday and Sunday
- A jointly established instructional swimming program was agreed upon, which is administered by the MVUSD
- Term of agreement is for a period of ninety-nine (99) years. Either party has the right to terminate their interest in this Agreement upon giving at least twelve months advance written notice of termination to the other party
- It is recognized that the passage of time may make amendment of this agreement desirable in order to provide for the most effective use of the Swimming Complex, to provide management and control of the pool and facilities, and to provide for the equitable sharing of responsibility for and the cost of staffing and operating the Swimming Complex. Accordingly, the governing bodies of MVUSD, City and CSD may, at any time by written mutual agreement amend the covenants, conditions and provision set for herein.

During the pandemic, MVUSD did not have these facilities open to the public and now have advised the City that the Canyon Springs HS Swimming Complex is undergoing renovations at this time and will not be available for summer use. They have proposed an alternate site, which would be Valley View HS. However, they have not yet confirmed if they will indeed be offering community swim times this summer despite numerous attempts by the Parks & Community Services Director.

Currently, the Parks & Community Services Director, has been working with MVUSD to get them back in compliance with this JUA for the past 8 months, and have thus far not received confirmation that they will indeed have a pool open this summer.

### **ALTERNATIVES**

1. Approve and authorize the recommended action item 1 as presented in this report.

Or

2. Provide alternate direction as stated in the recommended action item 2 presented in this report

### **FISCAL IMPACT**

There is no fiscal impact with this action.

### **NOTIFICATION**

Publication of Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Name: Brian Mohan  
Title: Assistant City Manager/CFO/Treasurer

Department Head Approval:  
Name: Brian Mohan  
Title: Assistant City Manager/CFO/Treasurer

Concurred By:  
Name: Jeremy Bubnick  
Title: Parks & Community Services Director

### **CITY COUNCIL GOALS**

**Public Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**Positive Environment.** Create a positive environment for the development of Moreno Valley's future.

**Community Image, Neighborhood Pride and Cleanliness.** Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

### **CITY COUNCIL STRATEGIC PRIORITIES**

1. Economic Development

- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Contract 193 - Joint Use Agreement for Canyon Springs High School Swimming Pool

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/13/23 5:18 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/13/23 5:23 PM

## JOINT USE AGREEMENT

## CANYON SPRINGS HIGH SCHOOL SWIMMING COMPLEX

The Agreement is entered into as of the 12<sup>th</sup> day of April, 1988, by and between the Moreno Valley Unified School District of Riverside County, hereinafter referred to as "School District", the City of Moreno Valley, a municipal corporation of the State of California, hereinafter referred to as "City", and the Moreno Valley Community Services District, hereinafter referred to as "Services District"; and

## WITNESSETH:

WHEREAS, Sections 10,900 and following of the Education Code of the State of California authorize and empower School Districts, Cities, public corporations and Districts to organize, promote and conduct programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, the School District, the Services District and the City desire to enter into such a joint program pursuant to said provisions of the Education Code;

NOW THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the parties hereto agree as follows:

1. General Purpose: The purpose and intent of this Agreement is to provide for the selected financing, construction aspects, maintenance, and use by residents of the

School District, the Services District and the City of a 25-meter swimming pool with appurtenant facilities at the Canyon Springs High School, owned by the School District and located at 23100 Manzanita Avenue, Moreno Valley, California. The swimming pool which is the subject of this Agreement shall be physically located at the school in the general area designated for such use on the master plans of the School District for the Canyon Springs High School. It is understood for the purposes of this Agreement that the term "appurtenant facilities" includes those facilities constructed pursuant to this Agreement for use in connection with the swimming pool, including, but not limited to, pool equipment, decking, fencing, lighting, restrooms, showers, and dressing rooms. The City shall construct a swimming pool at Canyon Springs High School approximately 25 meters in length and approximately 25 yards in width, with appurtenant facilities and the School District will maintain this pool in accordance with the terms of this Agreement. The swimming pool and the appurtenant facilities are sometimes hereinafter referred to collectively as the "Swimming Complex".

2. Plans and Specifications: The City has employed qualified architects and engineers who have been approved by the School District to prepare plans and specifications for the Swimming Complex.

All work performed by the architects and engineers shall be in accordance with design standards developed jointly by and mutually acceptable to the School District and the City.

A representative from each party shall administer this Agreement and shall coordinate the actions of their respective Agencies in the planning and construction phases of this project and make appropriate recommendations to the governing bodies of the Agencies. The plans and specifications for the Swimming Complex shall be approved by the respective governing bodies of the School District and the City prior to commencement of construction.

3. Construction: Following approval of the plans and specifications by each party, the City shall, in the manner prescribed by law, call for bids and let contracts for construction of the Swimming Complex. Supervision of construction and all dealings with the contractors constructing the improvements shall be the responsibility of the City. The City shall establish the schedule for construction of the improvements which are the subject of this Agreement. However, the City shall fully advise the School District of its plans for the scheduling of construction and follow reasonable School District recommendations whenever possible. Coordination of matters associated with construction shall be the responsibility of the agency representatives described in Section 2.

4. School District Contribution to Construction:

The contribution of the School District to construction shall be the property described on Exhibit "B" attached hereto and incorporated herein by this reference. Said property is approximately 0.36 acres in size and is dedicated to helping

carry out the purposes of this Agreement during the effectiveness hereof.

5. Title: Title to the Swimming Complex and the land upon which the Swimming Complex is located is and shall remain vested in the School District. The City shall have the right to use the pool and facilities in accordance with this Agreement during the term of this Agreement.

6. Coordinating Advisory Committee: A Coordinating Advisory Committee ("Committee") of six members shall be established following construction of the swimming pool. The Committee shall be composed of an equal number of representatives from the School District and City, appointed by their respective governing bodies. In the event of an impasse in any matter coming before the Committee for action, the matter shall be referred to the Superintendent of Schools and the City Manager for consultation and resolution. The Committee shall coordinate and evaluate the recreational and instructional programs of the two Agencies as related to the Swimming Complex. The Committee shall also coordinate and develop recommendations relative to the types and schedules of use to be made of the Swimming Complex and its component facilities. The Committee shall have the authority to consider and approve applications for use of the Swimming Complex during times not scheduled for or relinquished by a Party hereto. The Committee shall also have the authority to make temporary or minor changes in the scheduling of usage of the Swimming Complex. The Committee shall meet as needed, but

no less than quarterly. It shall also meet upon the giving of ten (10) days written request for a meeting by any party. Subject to reasonable adjustments for the mutual convenience of the Committee members, the agency requesting a meeting of the Committee may set the specific time and place of such a meeting, provided that all meetings of the Committee shall be held within the geographical boundaries of the agencies.

The Committee shall act in an advisory capacity to the governing bodies of the parties, and, except as herein provided, it shall have no independent power or authority. Each member of the Committee serves at the pleasure of the governing body of the party which appointed the member.

7. Scheduling of Use: During the term of this Agreement both the School District and the City shall be entitled to use the Swimming Complex for their instructional and recreational programs. As used in this Section 7, "City" includes both the City and the Services District. Unless written notice to the contrary is given to the School District by the Services District, the City shall have the authority to bind the Services District in respect to scheduling and planning for the Swimming Complex. It is the intent of the parties to secure the maximum use of the pool and facilities and to establish schedules for such use which will permit both agencies to develop long-range plans. The annual scheduling of use shall be considered by the Committee each January, which shall submit its recommendations to the governing bodies of each party by the following April 30th to be effective as



of the next July 1st. The scheduling of use of the Swimming Complex may be altered from time to time as necessary or convenient for the parties upon the mutual agreement of the School District and the City. Persons or entities other than the party scheduled to use the Swimming Complex at a particular time may submit a written proposal to the Committee, on a form approved by the School District and the City, for non-exclusive use of all or part of the Swimming Complex. In considering such other proposals, the following order of priorities shall be utilized in the event of multiple requests for the same time period: (a) the party scheduled for use; (b) another party to this Agreement; (c) Persons or entities located or regularly active in the City. Until revised by mutual written agreement of the School District and City, the attached schedule (Exhibit "A") shall be in effect for use of the Swimming Complex.

The Parties recognize that during the term of this Agreement, the school year may be extended to include substantially all of the calendar year, including the period designated as "Summer Months" on Exhibit A hereto as originally adopted and approved by the Parties. In such event, Exhibit A shall be renegotiated by the Parties to the end that the City will be entitled to ~~exclusive~~ use of the Swimming Complex for a total number of scheduled hours reasonably comparable to the entitlement provided to the City hereby.

8. Instructional Swimming Program: The School District, the Services District, and the City may jointly establish instructional swimming programs. Coordinating, staffing and scheduling of the instructional programs shall be considered by the Committee, and the recommendations of the Committee shall be considered by the governing bodies of the parties.

9. Costs of Staffing, Scheduling of Maintenance, Standards: The School District shall staff, operate, maintain, repair, and provide supplies for the swimming pool and appurtenant facilities constructed under this Agreement. For the purposes of this paragraph and this Agreement, expenses of "staffing", are those direct personnel expenses incurred in operating the programs sponsored or sanctioned by the City or the Services District.

Performance of maintenance work shall be scheduled, to the greatest extent consistent with non-interrupted use of the Swimming Complex in a manner acceptable to both parties. Scheduled replacement, maintenance or repair work which would take the Swimming Pool out of use for more than forty-eight (48) hours shall be subject to approval by the Superintendent of Schools and the City Manager or the respective designees of such persons.

Supplies: Expenses for supplies are those expenses related to the operation of the Swimming Complex, such as brooms, mops, lubricating oil, light bulbs and fixtures, toilet supplies, detergents, swimming pool chlorine,

diatomaceous earth, neutralizing alkaline, similar custodian's supplies, equipment or other items, all chemicals reasonably necessary to properly maintain the swimming pool, stationery, and other items and materials normally consumed in the operation and maintenance of facilities similar to the Swimming Complex.

Standards: The School District shall at all times maintain the pool in a manner recommended by required or generally accepted guidelines for the operation and maintenance of public swimming pools. A complete schedule of maintenance activities shall be developed by the School District and provided to the City for informational purposes prior to initial scheduling of public use of the Swimming Complex. Scheduled or required non-scheduled maintenance shall not be deferred past the time therefor unless such deferral has been approved in writing by the City and the Services District.

As recited above in Section 4, the School District is providing land for the Swimming Complex and the City is providing funds for its construction. In consideration of the funding by the City, School District shall bear the expense of staffing its own programs, and of operating, maintaining, repairing, and providing supplies for the Swimming Complex during all use of the Swimming Complex.

The City and the Services District, respectively, shall bear the expense of staffing the programs which are sponsored

or sanctioned by such Party, either by direct payment to the staff persons or by reimbursement to the School District if the School District funds such expense originally. The method of payment or funding shall be determined for each or all City and Services District programs by agreement between the Superintendent of Schools and the City Manager or by the respective designees of such persons.

10. Control of Swimming Complex: During such times as the Swimming Complex is scheduled for exclusive use by one party, that party shall have control over and the beneficial use thereof. During times when the swimming pool or appurtenant facilities are not specifically scheduled for use by any party, or when the City relinquishes any portion of its scheduled exclusive use, the School District shall be responsible for the control and supervision of the unscheduled facilities.

11. Health and Safety: The facility shall at all times be operated in accordance with established health and safety standards. The Swimming Complex shall be inspected by County Health Department or a qualified professional on a regular basis, not less frequently than every three months. Certified lifeguards shall be provided at all times during which the Swimming Complex is in public use.

12. Indemnification: Each party shall indemnify and hold the other parties, their governing bodies, officers, agents and employees, free and harmless from liability for loss, damage, or injury to persons or property (including the

property of such other party) arising out of maintenance, operation or use of the swimming pool and appurtenant facilities, or any portion thereof, and arising out of an act or omission attributable to the indemnifying party and not being attributable to a party claiming indemnification.

13. Insurance: Each party shall carry liability insurance covering its use of the swimming pool and appurtenant facilities equal to or greater than the sum of \$\$5,000,000, combined single-limit. Upon request, each party shall provide the other with a Certificate of Insurance from a reliable insurance company indicating the type of insurance and the amount of insurance carried. Each Agency shall notify the other of any cancellation, renewal, or expiration of insurance applicable to use of the swimming pool and appurtenant facilities. A certificate of legal self-insurance in the minimum amount set forth above shall be considered compliance with this Section.

14. Collection and Apportionment of Fees: Any party may impose fees for its public and third-party programs. When a party charges fees for such programs, the revenues therefrom shall be deposited with the sponsoring party and used at its discretion for any lawful purpose.

15. Additional Coordinated Activities: It is the intent of the parties that this Agreement may from time to time be expanded to include other joint or coordinated recreational activities as mutually agreed upon by two or more of the parties. In the event such other or additional activities are

considered, they shall be first reviewed by the Committee and appropriate recommendations shall be made by the Committee to the respective governing bodies of the parties. Such other activities shall be commenced only upon written agreement of the governing bodies of the participating parties.

16. Term of Agreement: This Agreement shall be in full force and effect for a period of ninety-nine (99) years. The City and the Services District shall each have the right to terminate their interest in this Agreement upon the giving of at least twelve months advance written notice of termination to the other Parties. Should the School District sell the Swimming Complex, the City shall be reimbursed for the full costs of construction of said Complex.

17. Availability of Records, Audit: The School District shall conduct an annual independent audit of the expenses of staffing programs sponsored or sanctioned by the City and by the Services District under this Agreement and shall furnish a copy of the report of such audit to the City and to the Services District promptly after the completion of such report. The records of the School District involved in such expense shall be reasonably available to the other Parties.

18. Successors in Interest: This Agreement shall be binding upon the assigns, transferees, and successors in interest of the Parties.

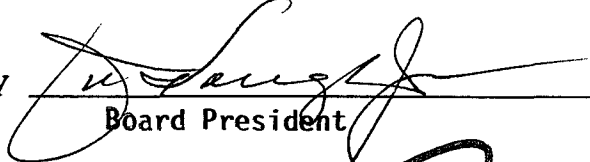
19. Assignment: Neither all nor any portion of the interest of a Party to this Agreement may be assigned to a

non-party except pursuant to the prior written consent of the other Parties.

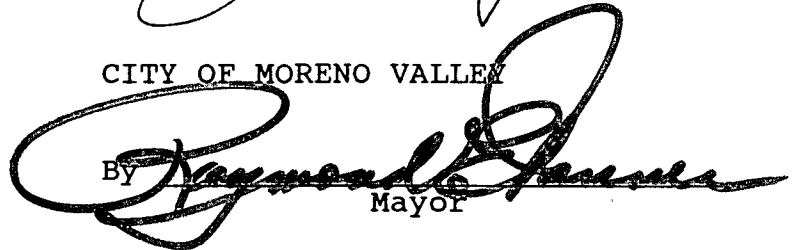
20. Amendment of Agreement: It is recognized that the passage of time may make amendment of this Agreement desirable in order to provide for the most effective use of the Swimming Complex, to provide effective management and control of the pool and facilities, and to provide for the equitable sharing of responsibility for and the costs of staffing and operating the Swimming Complex. Accordingly, the governing bodies of the School District, the Services District and the City may, at any time, by written mutual agreement amend the covenants, conditions, and provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the date first above written.

BOARD OF EDUCATION  
MORENO VALLEY UNIFIED  
SCHOOL DISTRICT

By   
Board President

CITY OF MORENO VALLEY

By   
Mayor

ATTEST:

  
Valerie A. Duran  
City Clerk

MORENO VALLEY COMMUNITY  
SERVICES DISTRICT

By   
Chairperson

ATTEST:

*Taleric A. Bunnocues*

Secretary of the  
Board of Directors

APPROVED AS TO FORM:

*Edw. J. King*

City Attorney

MVAG9  
04/08/88/ED/ar

Attachment: Contract 193 - Joint Use Agreement for Canyon Springs High School Swimming Pool (6310 : DISCUSS THE JOINT USE



EXHIBIT "A"

1988-89

School YearMonday through Friday

6:30 a.m. - 5:30 p.m. School District use.

\*\*6:00 p.m. - 9:00 p.m. City use.

Saturday, Sunday and School Holidays

8:00 a.m. - 12:00 p.m. School District use. The District may reserve the pool for special events or athletic events on weekends as needed.

1:00 p.m. - 6:00 p.m. City use.

Summer MonthsMonday through Friday

8:00 a.m. - 1:00 p.m. School District/City instructional programs.

1:00 p.m. - 5:30 p.m. City use.

6:30 p.m. - 9:30 p.m. School District special swim classes (Adult education, life-saving, water ballet, etc.).

7:00 p.m. - 10:00 p.m. City use when School District special swim classes not scheduled.

Saturday and Sunday

8:00 a.m. - 10:00 p.m. City use.

\*\* Hours to be extended on certain dates as necessary to complete School District athletic events.

