



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**

April 4, 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
April 4, 2023

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Commendation of Battalion Chief Dave Rodriguez
2. Proclamation Recognizing April as Autism Awareness Month
3. Proclamation Recognizing April as National Child Abuse Prevention 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
APRIL 4, 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

Bishop LaTerra Ruffin, Life Empowerment 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

CITY COUNCIL OPENING COMMENTS

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 - STUDY SESSION - MARCH 14, 2023 6:00 PM

Recommendation:

1. Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - CLOSED SESSION - MARCH 21, 2023 4:30 PM

Recommendation:

1. Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 21, 2023 6:00 PM

Recommendation:

1. Approve as submitted.

- A.5. SECOND READING OF ORDINANCE NO. 996 REGARDING MAYOR'S ROLE, DUTIES AND RESPONSIBILITIES (Report of: City Attorney)

Recommendation:

1. Adopt Ordinance No. 996 amending Moreno Valley Municipal Code Section 2.04.007 regarding the Mayor's Role, Duties and Responsibilities, that was introduced on March 21, 2023, by a unanimous vote of the City Council.

- A.6. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2023 ANNUAL GENERAL ASSEMBLY (Mayor Ulises Cabrera -Delegate, Mayor Pro Tem Edward Delgado- Alternate) (Report of: City Clerk)

Recommendations:

1. Appoint a Delegate, Mayor Ulises Cabrera, and an Alternate, Mayor Pro Tem Edward Delgado, to the Southern California Association of Governments (SCAG) Annual General Assembly on May 4, 2023.
2. Direct staff to submit the names to SCAG.

A.7. ACCEPT THE CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM FUNDING GRANT AWARD (Report of: Community Development)

Recommendations:

1. Accept the California Automated Permit Processing Program (CalAPP) funding grant award of \$100,000 administered through the California Energy Commission, to fund the implementation of SolarAPP+ and comply with the provisions of SB 379;
2. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the California Energy Commission, subject to the approval of the City Attorney; and
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

A.8. UC RIVERSIDE-CITY ENTREPRENEURSHIP PROGRAM MEMORANDUM OF UNDERSTANDING (Report of: Economic Development)

Recommendations:

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley and the Regents of the University of California, on behalf of its Riverside Campus (UCR) for entrepreneur and business technical assistance offered through the Moreno Valley Business and Employment Resource Center (BERC).
2. Authorize staff to execute the MOU as to form all necessary documents with UCR.

A.9. AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT ARCHITECTURAL AND ENGINEERING DESIGN SERVICES TO SVA ARCHITECTS, INC. FOR THE MORENO VALLEY SENIOR CENTER EXPANSION PROJECT NO. 803 0057 (Report of: Public Works)

Recommendations:

1. Award an Agreement for Professional Consultant Services to SVA Architects, Inc. to provide architectural and engineering design services for the Moreno Valley Senior Center Expansion project in the amount of \$399,078.00;
2. Authorize the City Manager to execute the agreement with SVA Architects, Inc.;

3. Authorize the issuance of a Purchase Order to SVA Architects, Inc. in the amount of \$399,078.00 when the agreement has been signed by all parties using the approved Facility Construction funds (Fund 3000); and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with SVA Architects, Inc. 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.10. ROAD CLOSURE FOR SOUTHERN CALIFORNIA AIR SHOW (Report of: Public Works)

Recommendation:

1. Authorize the road closure of the following streets between the hours of 6:00 a.m. and 8:00 p.m. on April 22 and 23, 2023 for the purpose of controlling traffic for the Southern California Air Show at March Field:
 - a. Elsworth Street between Alessandro Boulevard and Cactus Avenue
 - b. Veterans Way between Alessandro Boulevard and Cactus Avenue
 - c. Frederick Street between Alessandro Boulevard and Cactus Avenue

A.11. APPROVE ANNUAL MEASURE A (RCTC) LOCAL STREETS AND ROADS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FY 2023/24-2027/28 (Report of: Public Works)

Recommendations:

1. Approve and authorize submittal of the City of Moreno Valley's annual Measure A (RCTC) Local Streets and Roads Five-Year Capital Improvement Plan for Fiscal Years 2023/24 – 2027/28 and Maintenance of Effort Certification for Fiscal Year 2023/24 to the Riverside County Transportation Commission; and
2. Authorize the Director of Public Works/City Engineer to submit an annual amended five-year plan to the Riverside County Transportation Commission if changes are made to the listed Measure A (RCTC) projects.

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 MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR CITY COUNCIL MEETING MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

- B.4. APPROVE AGREEMENT WITH ARCHITERRA DESIGN GROUP FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE INSTALLATION OF RESTROOMS AT THE MORENO VALLEY AMPHITHEATER PARK AND ADRIENNE MITCHELL MEMORIAL PARK, PROJECT NO. 807 0060 (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Award an Agreement for Professional Consultant Services with Architerra Design Group, Inc., for architectural and engineering design services for the installation of restrooms at the Moreno Valley Amphitheater Park and Adrienne Mitchell Memorial Park;
2. Authorize the City Manager to execute the contract with Architerra Design Group, Inc.;
3. Authorize the issuance of a purchase order in the amount of \$149,625 upon execution of the Agreement for Professional Consultant Services with Architerra Design Group, Inc. Funds are available in the Park Rehabilitation and Refurbishment Program (Fund 5011); and
4. Authorize the Parks and Community Services Director to execute subsequent Amendments to the Agreement with Architerra Design Group, Inc. 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.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - REGULAR MEETING - CLOSED SESSION MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR CITY COUNCIL MEETING MARCH 21, 2023.

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 MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR CITY COUNCIL MEETING MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - CITY COUNCIL - - CLOSED SESSION MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

E.3. MINUTES - CITY COUNCIL - REGULAR CITY COUNCIL MEETING MARCH 21, 2023.

Recommendation:

1. Approve as submitted.

F. PUBLIC HEARINGS

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

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

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

H. GENERAL BUSINESS

H.1. PROCESS OF THE SELECTION OF THE MAYOR PRO TEM (Report of: City Clerk)

Recommendation:

1. That the City Council consider the "Equal Opportunity" option for selecting the Mayor Pro Tem which provides that the Council Member who has not served as Mayor Pro Tem for the longest period of time be appointed as Mayor Pro Tem.

H.2. RESOLUTION OPPOSING ASSEMBLY BILL 742 BANNING THE USE OF LAW ENFORCEMENT K-9'S FOR ARRESTS AND APPREHENSIONS (Report of: City Attorney)

Recommendation:

1. Adopt Resolution No. [next in order] opposing Assembly Bill 742 banning the use of Law Enforcement K-9s for arrests and apprehensions.

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. EMPLOYEE ASSOCIATION REPORTS

I.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

PUBLIC INSPECTION

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

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

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC
City Clerk

Date Posted: 3/30/2023

**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**

**STUDY SESSION – 6:00 PM
March 14, 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 6:00 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 Cabrera.

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

INTRODUCTIONS

Staff:	Jane Halstead	Manager of the Office of the Mayor and City Council/City Clerk
	Paul Bradvica	Deputy City Clerk
	Patty Rodriguez	Senior Deputy City Clerk
	Steven Quintanilla	Interim City Attorney

Minutes Acceptance: Minutes of Mar 14, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee
Brian Mohan

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

Michael Lloyd
Manuel Mancha
Melissa Walker
Jeremy Bubnick
Ken Reichle
Jesse Park

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

A.1

Brandon Carn

- 1. Concerns.

Bob Palomarez

- 1. Council equality.

Tom Jerele

- 1. Historical insight.

Pete

- 1. Historical insight.

A.2

Tom Jerele

- 1. Agrees with current process.

Bob Palomarez

- 1. Suggestions.

A.3

A.4

Brandon Carn

- 1. Questions and concerns.

Minutes Acceptance: Minutes of Mar 14, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.5

A.6

A. BUSINESS**A.1. DISCUSSION OF PROPOSED CHANGES TO THE SCOPE OF THE MAYOR'S DUTIES AND RESPONSIBILITIES (Report of: City Attorney)**

Interim City Attorney Steve Quintanilla provided the presentation.

Mayor Cabrera stated the last time this item was on the agenda, his main concern was the process it went through to be included on the agenda.

Mayor Pro Tem Delgado stated the suggested changes are to improve the dynamics of the Council and give more power to the majority of Council. Mayor Pro Tem Delgado stated he believes the body of the Council should have more say in decisions moving forward, instead of just one person.

Council Member Barnard suggested each Council Member have the ability to appoint constituents from their districts to the Boards and Commissions. With any additional spaces, the Mayor would be able to appoint constituents to the remaining seats.

Mayor Pro Tem Delgado stated he concurred with Council Member Barnard's proposal.

Council Member Baca-Santa Cruz stated she also concurred with Council Member Barnard's proposal.

Mayor Cabrera agreed and stated the proposal is a good middle ground, which allows every member of the City Council an opportunity to nominate constituents to the Boards and Commissions.

Council Member Marquez stated he also concurred with Council Member Barnard's proposal. Council Member Marquez expressed his interest to publicly interview applicants for the Planning Commission. Council Member Marquez also stated if the Council does not want the Mayor to have all of the current responsibilities, then the Council should look at potentially going back to a rotating Mayor, instead of a directly elected Mayor.

Mayor Cabrera stated he likes the idea of public interviews for Planning Commission applicants.

Mayor Cabrera asked questions of staff.

Interim City Attorney Steve Quintanilla responded to Mayor Cabrera's inquiries.

Mayor Cabrera recounted the meeting in June of 2022, when the Mayor's Ordinance was first originally discussed.

Council Member Baca-Santa Cruz stated there was not an issue with the Mayor's Ordinance, which was first introduced in June of 2022 because the former Mayor at the time of the meeting had been leading the City for the past seven years, and Council Member Baca-Santa Cruz stated she believed the former Mayor deserved the additional power and responsibilities. Council Member Baca-Santa Cruz stated she believes the Mayor's Ordinance should be looked at every time a new Mayor is voted in.

Mayor Cabrera responded to Council Member Baca-Santa Cruz's statements regarding the Brown Act Violation and the harassment investigation. Mayor Cabrera also stated there were some inconsistencies in the powers given to the former Mayor and the powers that are proposed to be taken away from the Mayor's duties and responsibilities.

Mayor Cabrera recounted the November 2022 election.

Mayor Cabrera asked questions of staff regarding the current process of the approval of proclamations.

Mayor Pro Tem Delgado responded to Mayor Cabrera's inquiries.

Interim City Attorney responded to Mayor Cabrera's inquiries.

Mayor Cabrera stated there are some items in the Mayor's duties and responsibilities that he does not believe should be included. Mayor Cabrera also stated he believes Council Members should be given the opportunity to present certificates and provide remarks at ribbon cuttings in their respective districts. Mayor Cabrera asked staff if in the current recommendations to the Mayor's duties and responsibilities, would he still be able to put items on the agenda.

Interim City Attorney Steve Quintanilla stated with the current recommendations, the Mayor would still be able to add items to the agenda, but would have to get Council approval.

Council Member Baca- Santa Cruz stated she would like to add a new section in the agenda labeled "Items for Future Agenda", which would allow members of Council to propose items they would like added to the next agenda.

Mayor Cabrera noted with the current recommendation, the Mayor would not be able to add items to the agenda, rather the City Attorney, City Manager, City Clerk, and majority of Council would be able to add items to the agenda. Mayor Cabrera stated he would like this recommendation to change to allow two members of the City Council add an item to an agenda, rather than three.

With the conclusion of Council questions and comments, Mayor Cabrera moved on to the next item of the agenda.

A.2. REVIEW OF OPTIONS REGARDING PROCEDURES FOR SELECTING THE MAYOR PRO TEM (Report of: City Clerk)

City Clerk Jane Halstead provided the presentation.

Mayor Pro Tem Delgado stated he likes the current process but is open to any changes the majority of Council deems necessary.

Council Member Baca-Santa Cruz believes she believes the current process does not need to be changed. Additionally, Council Member Baca-Santa Cruz asked if public comments would be opened once more, since many members of the public had recently arrived from the School Board meeting.

Mayor Cabrera stated he would like the selection process for the Mayor Pro Tem selection to be rotational, which would give an opportunity to every member of the City Council to serve as Mayor Pro Tem.

Council Member Barnard stated she would like to yield her time to allow members of the public to speak.

Mayor Cabrera opened the public comments portion of the meeting.

A.1

Roy Bleckert

1. Civil discussions.

Donovan Saadiq

1. Supports change.

Louise Palomarez

1. Equity and integrity.

A.2

Roy Bleckert

1. Concerns.

Donovan Saadiq

1. Supports change.

Louise Palomarez

1. Concerns.

A.3

Roy Bleckert

1. Concerns.

A.4

Roy Bleckert

1. Concerns.

A.5

Roy Bleckert

1. Concerns.

A.6

Roy Bleckert

1. Concerns.

Public comments were heard.

Mayor Cabrera made a suggestion he would like to see for future Council meetings.

With the conclusion of Council comments and questions, Mayor Cabrera moved on to the next item on the agenda.

A.3. CITYWIDE PAVEMENT MANAGEMENT PROGRAM (Report of: Public Works)

Public Works Direct Melissa Walker provided the presentation.

Council Member Baca-Santa Cruz stated residents have provided positive feedback regarding the Citywide Pavement Rehabilitation program. Council Member Baca-Santa Cruz asked staff where the pavement rehabilitation schedule could be found online.

City Manager Mike Lee responded and provided the requested information.

Mayor Cabrera thanked staff for their work in ensuring the success of the Citywide Pavement Rehabilitation project. Mayor Cabrera stressed the importance of improving the road conditions in the City. Mayor Cabrera asked questions of staff.

Assistant City Manager Michael Lloyd responded to Mayor Cabrera's inquiries.

With the conclusion of Council comments and questions, Mayor Cabrera moved on to the next item on the agenda.

A.4. CAPITAL IMPROVEMENT PLAN PRESENTATION (Report of: City Manager)

Assistant City Manager Michael Lloyd and Brian Mohan provided the presentation.

Council Member Marquez asked a question of staff.

Assistant City Manager Brian Mohan responded to Council Member Marquez's inquiry.

Mayor Cabrera stated he was frustrated funding from the state was not being allocated to the City of Moreno Valley. Mayor Cabrera stated it is important for the City to remain diligent in working to obtaining funding from the state.

Mayor Pro Tem Delgado asked questions of staff.

Assistant City Manager Michael Lloyd responded to Mayor Pro Tem Delgado's inquiries.

With the conclusion of Council comments and questions, Mayor Cabrera moved on to the next item on the agenda.

A.5. POLICE DEPARTMENT PRESENTATION (Report of: Police Department)

Police Chief Ken Reichle provided the presentation.

Mayor Pro Tem Delgado asked questions of staff.

Chief Reichle responded to Mayor Pro Tem Delgado's inquiries.

Mayor Pro Tem Delgado stated Public Safety is of the utmost importance and must find ways to add additional funding to allow the City to obtain more deputies.

Mayor Cabrera asked if gaining more volunteer sheriff deputies in the City would be impactful in helping with the issues the Moreno Valley Sheriff's department is currently experiencing.

Chief Reichle replied and stated they would only be helpful in certain instances. To truly deter crime and improve the Moreno Valley Sheriff's response time, sworn deputies would be needed to be added to the Moreno Valley Sheriff's station.

Mayor Cabrera asked if the Riverside Sheriff's Department is having any issues hiring new deputies.

Chief Reichle replied and stated currently, the Riverside County Sheriff's Department is a very highly sought-after law enforcement agency and they are not having an issues with hiring and training new deputies.

Mayor Cabrera stated he would like to meet at a later time to discuss the current trends in crime happening in the City of Moreno Valley. Mayor Cabrera also stated he is in favor of additional technology being provided to the Moreno Valley Sheriff's Office. Mayor Cabrera cited the use of the City's Flock safety cameras and voiced his desire to provide additional technology which will help improve public safety in the City.

Chief Reichle stated the flock safety cameras is a very important asset to the department and thanked the City Council for their support.

Mayor Cabrera stated it is important for the City to find funding to help improve public safety in the City.

Council Member David Marquez asked Chief Reichle about the deputy reserve program.

Chief Reichle responded and stated there are three types of reserve deputies; level three, level two, and level one. Chief Reichle stated the deputy that would be the most helpful is the level one reserve deputy, as the level one reserve deputy would be able to go out in the field by themselves and perform all of the duties of a sworn deputy. Chief Reichle stated there is very little interest in the reserve deputy program, as it is a volunteer position.

Council Member Marquez asked Chief Reichle if he could touch on the duties of a level two reserve deputy.

Chief Reichle stated a level two reserve deputy would have to be accompanied by a sworn deputy. Chief Reichle noted the only reserve deputy that would truly help impact the issues of violent crime, would be the level one reserve deputy.

Mayor Pro Tem Delgado noted they have hour requirements for the reserve deputies.

Council Member Marquez noted it would be very helpful to have a level one reserve deputy program in the City.

Chief Reichle stated there is a program in the City, however it is not highly sought after due to the extensive requirement and lack of pay.

Mayor Cabrera suggested adding stipends to help incentivize the reserve deputy program.

Council Member Barnard noted not only does the City have an issue with the lack of sworn deputies in the City, but also the lack of facilities to house any additional deputies. Council Member Barnard asked Chief Reichle how long a deputy is taken out of the field to write a report for an assault.

Chief Reichle noted on average, an assault call will take a deputy of the field for about three to four hours.

Council Member Barnard noted we must factor these situations in when discussing staffing.

Chief Reichle stated with the change in laws over the years, it has increased the workload on deputies.

Mayor Pro Tem Delgado added after the initial three to four hours, the deputy would also have to write a report. Additionally, in the coming months, the deputies would also have to report to court, which takes them out of the field for additional hours.

Council Member Marquez asked if the Moreno Valley Sheriff's Department has Jailers on staff.

Chief Reichle stated Community Service Officer's usually take care of the jailing and booking, but compared to neighboring cities, the Moreno Valley Sheriff's Department does not have a sufficient number of classified staff. Chief Reichle noted many times CSO's are overloaded with transportation and booking, which leads these duties to be passed off to the one duty deputies.

Council Member Marquez asked if hiring more CSO's would help with the staffing issues.

Chief Reichle noted additional CSO's would help with the staffing issues.

Council Member Marquez asked if any additional CSO's are brought in from other Cities.

Chief Reichle stated the Sheriff's Department only brings in staffing the City contracts for.

Assistant City Manager Brian Mohan stated CSO's do not count towards the one deputy to one thousand resident's count.

With no further Council comments and questions, Mayor Cabrera moved on to the next item on the agenda.

A.6. FIRE DEPARTMENT PRESENTATION (Report of: Fire Department)

Fire Chief Jesse Park provided the presentation.

Mayor Pro Tem Delgado had question regarding the Fire Department's insurance rating.

Fire Chief Jesse Park responded and stated the insurance rating is based on variety of items, including ladder trucks. Chief Park noted Riverside City Fire is rated as a one, City of Temecula Fire is rated at two, and City of Moreno Valley is at a three, but they are looking to raise it higher.

Mayor Pro Tem Delgado asked if the money required for the build out is included in the current CIP.

Fire Chief Park responded and stated it is included.

Mayor Pro Tem Delgado stated in the City of Pasadena, they have a public safety building, which houses both Fire and the Police Department under one roof.

Assistant City Manager Brian Mohan stated a joint use facility is included in the City's CIP, which is proposed to built on the east side of the City.

Mayor Cabrera stated part of the World Logistics Center agreement with the City is to provide funding for both Police and Fire facilities.

Fire Chief Park responded, and stated Highland Fairview will provide a "turn key" fire station for the City. Fire Chief Park noted he has been in contact with staff from Highland Fairview and they expressed interest in purchasing a ladder truck before the completion of the fire station.

Mayor Cabrera noted one of the primary sources of funding for these facilities is development impact fees. Mayor Cabrera also stated he would like to look at the development impact fees in the City.

With no additional Council comments, Mayor Cabrera adjourned the Study Session meeting at 9:17pm.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 9:17pm.

Submitted by:

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

Approved by:

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
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
March 21, 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 Mar 21, 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 SIGNIFICANT EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) (1 Potential Case)

B CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9
Case Name: Jason Hunter v. Tom DeSantis, et al.
Riverside County Superior Court Case No. 2205666

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

Mayor Cabrera reconvened the City Council in the Council Chamber from their Closed Session at 5:28 p.m.

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

Interim City Attorney Steven Quintanilla reported in regard to Item A, significant exposure to litigation item, there was no reportable action.

In regard to Item B, conference with litigation counsel pursuant to Government Code Section 54956.9 Case Name: Jason Hunter v. Tom DeSantis, et al. Riverside County Superior Court Case No. 2205666, the City Council approved the indemnification of former City Manager Tom DeSantis, former Mayor Yxstian Gutierrez, and former Assistant City Attorney Paul Early in Case Name: Jason Hunter v. Tom DeSantis. The City Council voted 3-0, with Council Member Baca-Santa Cruz, Council Member Barnard, Mayor Pro Tem Delgado voting yes, Council Member Marquez recusing himself and Mayor Cabrera abstaining.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 5:29 p.m.

Submitted by:

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

Approved by:

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 Mar 21, 2023 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
March 21, 2023

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. CLASSIFIED EMPLOYEE OF THE 4TH QUARTER 2022 - SSO,
PATTI RODRIGUEZ
2. DEPUTY OF THE 4TH QUARTER OF 2022 - CHRISTOPHER WHEELER
3. DEPUTY OF THE YEAR 2022 - CHRIS LOUCKS
4. PROCLAMATION RECOGNIZING MARCH 2023 AS NATIONAL WOMEN'S
HISTORY MONTH

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

**REGULAR MEETING – 6:00 PM
March 21, 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 6:00 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 Niko Baruch from Generations Church.

ROLL CALL

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

Minutes Acceptance: Minutes of Mar 21, 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
	Manuel Mancha	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 MATTERS NOT ON THE AGENDA

Interim City Attorney Steven Quintanilla made an announcement before Public Comments.

Chris Baca

1. Critical of Mayor Cabrera.

Fred Banuelos

1. Various City events.

Donovan Saadiq

1. Critical of Mayor Cabrera, Council Member Marquez.

Daryl T.

1. Rent Stabilization Ordinance Proposal.

Fabian Ayub

1. Down Syndrome Awareness Day.

James Armour

1. Survey results.

Rosa Bravo

1. Survey results.

Sarah Lytle

1. Homelessness experience.

Sammie Luna

1. Survey results.

Tom Jerele

1. Various community reports.

Bob Palomarez

1. Public Safety.

Angel and Raquel

1. MVCEA recognizing Lisa Smethurst.

Dr. Patsy Brown

1. City outreach.

Michelle Davis

1. A Better You T.T.A.G.

Pete

1. Critical of Mayor Cabrera.

Roy Bleckert

1. Critical of Mayor Cabrera, Council Member Marquez.

Louise Palomarez

1. Critical of Mayor Cabrera, Council Member Marquez.

PUBLIC COMMENTS ON MATTERS ON THE AGENDA

Mayor Cabrera asked if any members of Council would like to pull any items on the consent calendar for separate action.

Mayor Pro Tem Delgado stated he was recusing himself from voting on item A.21 on the consent calendar because he was advised by the City Attorney's Office that since the item involves a contract pertaining to his employer, the Riverside County Sheriff's

Department, he must recuse himself from participating in the decision per the California Government Code. Mayor Pro Tem Delgado stated this means he must refrain from participating in the discussion and abstaining from voting on this matter. Since the item is on the consent calendar, he stated he was advised he does not have to leave the Council Chambers.

Council Member Baca-Santa Cruz called for a motion to table Item A.5 to a future meeting.

Motion moved by Council Member Baca-Santa Cruz and seconded by Mayor Pro Tem Delgado.

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

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

Council Member Baca-Santa asked to have Item A.5 moved to section G for separate discussion and action.

Mayor Pro Tem Delgado noted he will be abstaining on vote for item A.21 on the consent calendar.

Mayor Cabrera called for Council questions of staff on the consent calendar.

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

Daryl T. (A.17)

- 1. Street repavement.

Sammie Luna (A.7)

- 1. Concerns.

James Armour (A.7)

- 1. Concerns.

Gabriela Mendez Ulloa (A.7)

- 1. Support.

Maribel Nunez (A.7)

- 1. Suggestions.

Roy Bleckert (A.4, A.7, A.20, A.21)

- 1. Concerns.

Louise Palomarez (A.7, A.14, A.15, and A.21)

- 1. Critical of Mayor Cabrera, Council Member Marquez.

CITY COUNCIL OPENING COMMENTS

None.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Cabrera called for a motion to approve the consent calendar, excluding item A.5, with Mayor Pro Tem Delgado abstaining from item A.21.

Motion made by Council Member Baca-Santa Cruz and seconded by Council Member Marquez to approve the consent calendar, excluding item A.5, with Mayor Pro Tem Delgado abstaining from item A.21.

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.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elena Baca-Santa Cruz, Council Member
SECONDER:	David Marquez, Council Member
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 - March 7, 2023 4:30 PM

- A.3. City Council - Regular Meeting - March 7, 2023 6:00 PM

- A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023 FROM JULY 1, 2022 THROUGH FEBRUARY 28, 2023 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2022/2023 Council Discretionary Expenditure Report for July 1, 2022 through February 28, 2023.

- A.5. MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (Report of: City Clerk) **(Item pulled from consent to Section G for separate vote)**

- A.6. PAYMENT REGISTER - JANUARY 2023 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.7. ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME AMERICAN RESCUE PLAN (HOME-ARP) GRANT AWARD AND ADOPT RESOLUTION NO. 2023-14 TO ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME AMERICAN RESCUE PLAN FUNDS AND ACCEPT THE PROPOSED ALLOCATION PLAN. (Report of: Financial & Management Services)

Recommendations:

1. Accept the Fiscal Year 21-22 Home American Rescue Plan (HOME-ARP) grant award in the amount of \$2,427,401, and any subsequent re-allocation funds.
2. Authorize the City Manager, City Attorney and Chief Financial Officer to enter into, execute, and deliver HOME American Rescue Plan (HOME-ARP) award and compliance documents.
3. Designate the City Manager, City Attorney and Chief Financial Officer as authorized signatory to execute HOME American Rescue Plan (HOME-ARP) documents on behalf of the City of Moreno Valley.
4. Authorize the Chief Financial Officer to appropriate budget as set forth in the Fiscal Impact section.
5. Adopt Resolution No. 2023-14 to accept the U.S. Department of Housing and Urban Development (HUD) HOME American Rescue

Plan (HOME-ARP) funds and accept the proposed allocation plan.

- A.8. PURSUANT TO LANDOWNER PETITION, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NO. 76 (RESO NO. 2023- 15) (Report of: Financial & Management Services)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-15, 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. 76) (CRP/PDC MORENO VALLEY OWNER, located east of Old 215 Frontage Rd., south of Bay Ave.).

- A.9. RECEIVE THE ANNUAL AB1600 COMPLIANCE REPORT FOR FISCAL YEAR 2021-22 (Report of: Financial & Management Services)

Recommendations:

1. Receive and file the Annual AB 1600 Compliance Report for FY 2021-22 in compliance with California Government Code sections 66006 and 66001.
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

- A.10. AWARD RFP 2022-072 AND CONTRACT FOR EQUIPMENT AND PROFESSIONAL SERVICES FOR NETWORKING EQUIPMENT FOR THE LIBRARIES (Report of: Financial & Management Services)

Recommendations:

1. Award an Agreement to Vector Resources Inc., DBA Vector USA, the lowest responsible bidder to RFP 2022-072, for \$86,681 for equipment and professional services to update the networking equipment in three library branches.
2. Authorize the issuance of a Purchase Order to VectorUSA as the lowest responsible bidder for RFP 2022-072.
3. Authorize an amendment to the Fiscal Year 2022/23 budget from the Library Services - Property Tax fund balance for these expenses as set forth in the Fiscal Impact section.

4. Authorize the Assistant City Manager to execute any subsequent related purchasing or E-Rate grant documents, subject to the approval of the City Attorney.

A.11. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.12. CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) PROHOUSING INCENTIVE PILOT (PIP) PROGRAM (GRANT) (Report of: Financial & Management Services)

Recommendations:

1. Authorize the City Manager, City Attorney and Chief Financial Officer to submit an application to the California Department of Housing and Community Development (HCD) in response to the Department's Prohousing Incentive Pilot (PIP) program Notice of Funding Availability (NOFA).
2. Adopt Resolution No. 2023-16 to Authorize the City Manager, City Attorney, and Chief Financial Officer submit an application and execute applications, and other related documents for the purpose of managing the Prohousing Incentive Pilot Program.

A.13. ADOPT RESOLUTION NO. 2023-17 DESIGNATING AND AUTHORIZING DESIGNATED CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA (RESO. NO. 2023-17) (Report of: Fire Department)

Recommendation:

1. Adopt Resolution No. 2023-17, a Resolution of the City Council of the City of Moreno Valley, California, Designating and Authorizing Certain City Officials to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-granted through the State of California.

A.14. ACCEPTANCE OF THE FISCAL YEAR 2022 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD (Report of: Fire Department)

Recommendation:

1. Accept the Fiscal Year 2022 State Homeland Security Program (SHSP) grant award of \$26,644 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$26,644 to the Emergency Management Grant fund (2503) revenue and expenditure accounts.

A.15. ACCEPTANCE OF THE FISCAL YEAR 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) GRANT AWARD (Report of: Fire Department)

Recommendation:

1. Accept the Fiscal Year 2022 Emergency Management Performance Grant Program (EMPG) grant award of \$43,026 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$43,026 to the Emergency Management Grant Fund (2503) revenue and expenditure accounts.

A.16. APPROVAL OF THE FISCAL YEAR 2023/2024 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works)

Recommendations:

1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2023/2024 in the amount \$706,316; and
2. Authorize to continue the levy of the County Service Area 152 Assessment at the same rate as the prior year (\$8.15) per Benefit Assessment Unit (BAU) for FY 2023/2024.

A.17. APPROVAL OF RECOMMENDED PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD FOR FISCAL YEARS 2023-24 TO 2027-28 (Report of: Public Works)

Recommendations:

1. Approve the Recommended Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2023-24 to 2027-28; and

2. Authorize the Public Works Director to make any minor adjustments necessary for finalizing the Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2023-24 to 2027-28.

A.18. AUTHORIZE THE AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH MARX OKUBO ASSOCIATES, INC. FOR PROPERTY CONDITION ASSESSMENTS (Report of: Public Works)

Recommendations:

1. Award a two-year agreement with Marx Okubo Associates, Inc. for a total not-to-exceed amount of \$97,958.56 for Professional Property Condition Assessments; and authorize the City Manager to execute contracts in conformance with the attached Agreement funded through Facilities Maintenance (Fund 7310);
2. Authorize the issuance of purchase orders to Marx Okubo Associates, Inc. for the completion of Property Condition Assessment Services subject to funds available in the City Council approved Operating Budget; and
3. Authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement.

A.19. APPROVE THE FUNDING AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE ON BEHALF OF THE DEPARTMENT OF WASTE RESOURCES AND THE CITY OF MORENO VALLEY FOR THE BADLANDS LANDFILL INTEGRATED PROJECT (Report of: Public Works)

Recommendations:

1. Approve the Funding Agreement between the County of Riverside on behalf of the Department of Waste Resources and the City of Moreno Valley for the Badlands Landfill Integrated Project;
2. Authorize the City Manager to execute the Funding Agreement in substantially conformance with the form attached hereto;
3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by County of Riverside or the City, subject to the approval of the City Attorney;
4. Authorize the Public Works Director/City Engineer to execute any

future amendments to the Funding Agreement subject to the approval of the City Attorney; and

- 5. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.20. AWARD THE ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE MASTER PLAN CONSULTANT AGREEMENT (Report of: Public Works)

Recommendations:

- 1. Award an Agreement for Professional Consultant Services to ICF Consulting, L.L.C. to develop the Moreno Valley Electric Vehicle Charging Infrastructure Master Plan and authorize the City Manager to execute the agreement with ICF Consulting, L.L.C. in the amount of \$229,475.00;
- 2. Authorize the issuance of a Purchase Order to ICF Consulting, L.L.C., in the amount of \$229,475.00 when the agreement has been signed by all parties using the Sustainable Transportation Planning Grant fund; and
- 3. Authorize the Public Works Director to execute any subsequent related amendments to the Agreement with ICF Consulting, L.L.C., not to exceed the grant amount of \$250,000.00, subject to the approval by the City Attorney.

A.21. SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR FY 22-23 (Report of: Police Department)

Recommendation:

- 1. Accept the Supplemental Law Enforcement Services Account (SLESA) grant award for FY 22-23 for frontline municipal police services.
- 2. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

RESULT: APPROVED [4-0]
MOVER: Elena Baca-Santa Cruz, Council Member
SECONDER: David Marquez, Council Member
AYES: Cabrera, Marquez, Barnard, Baca-Santa Cruz
ABSTAIN: Ed Delgado

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

Minutes Acceptance: Minutes of Mar 21, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- 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 - MARCH 7, 2023 (SEE A.2.).

Recommendation:

1: Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 7, 2023 (SEE A.3.).

Recommendation:

1: Approve as submitted.

- B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 49, 66, 70, 75, 76 and 77 (RESO. NOS. CSD 2023-15 TO CSD 2023-20) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. CSD 2023-15, 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. 49) (Mark T. Mansour and Marena E. Harby, 17148 Via Xavier).
2. Adopt Resolution No. CSD 2023-16, 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. 66) (CRP/PDC MORENO VALLEY OWNER, located east of Old 215 Frontage Rd., south of Bay Ave.).
3. Adopt Resolution No. CSD 2023-17, 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. 70) (Jesus and Arturo Anaya, 15769 Cayman Cir.).

4. Adopt Resolution No. CSD 2023-18, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 75) (Mena Younan, 16812 Baltic Ct.).
5. Adopt Resolution No. CSD 2023-19, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 76) (Nulevel Partners, located on cul-de-sac at the east end of Kimberley Ave.)
6. Adopt Resolution No. CSD 2023-20, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 77) (Crosswell, Inc., 24455 Atwood Ave.).

- B.5. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2023/24 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (RESO. NOS. CSD 2023-21, CSD 2023-22, and CSD 2023-23) (Report of: Financial & Management Services)

Recommendations:

1. Adopt Resolution No. CSD 2023-21, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2023/24 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2023-22, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2023/24 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

3. Adopt Resolution No. CSD 2023-23, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2023/24 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

- B.6. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2023/24 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (RESO NOS. CSD 2023-24, CSD 2023-25, and CSD 2023-26) (Report of: Financial & Management Services)

Recommendations:

1. Adopt Resolution No. CSD 2023-24, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy Fiscal Year 2023/24 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2023-25, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with Fiscal Year 2023/24 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2023-26, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy Fiscal Year 2023/24 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

- B.7. AUTHORIZE SUBMISSION OF A GRANT APPLICATION FOR THE ESSER III SUMMER GRANT PROGRAM (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Authorize the Executive Director to submit a grant application in the amount of \$60,000 to the Expanded Learning Division California Department of Education (CDE) for the Elementary and Secondary School Emergency Relief III (ESSER III) Summer Grant Program to provide funding for Summer Expanded Learning Programming at

Edgemont Elementary School;

2. Adopt Resolution No. CSD 2023-27. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, approving application for ESSER III Summer Grant Program funds and to authorize designated personnel to sign grant-related documents;
3. Upon award, accept and receive grant award funds from the California Department of Education for the ESSER III Summer Grant Program;
4. Authorize the Executive Director to process a budget amendment and appropriation in the awarded amount in FY 22/23; and
5. Upon award approval, authorize the Executive Director to enter into an Agreement and any subsequent amendments with Think Together, Inc. for operation of the ESSER III Summer Program at Edgemont Elementary; and issuance of associated Purchase Order once the Agreement has been fully executed.

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 - MARCH 7, 2023 (SEE A.2.).

Recommendation:

- 1: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 7, 2023 (SEE A.3).

Recommendation:

- 1: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MARCH 7, 2023 (SEE A.2.).

Recommendation:

1: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 7, 2023 (SEE A.3.).

Recommendation:

1: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MARCH 7, 2023 (SEE A.2.).

Recommendation:

1: Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 7, 2023 (SEE A.3.).

Recommendation:

1: Approve as submitted.

F. PUBLIC HEARINGS - NONE

None.

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

- G.1. MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (Report of: City Clerk)

Recommendation:

1. Receive and confirm the slate of Mayoral appointments.

City Clerk Jane Halstead provided the staff report.

Mayor Cabrera called for Council questions of staff.

Council Member Baca-Santa Cruz had questions for staff.

City Clerk Jane Halstead answered Council Member Baca-Santa Cruz's inquiries.

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

Farrah Pleasant(A.5)

1. Brief introduction.

Kari Horvath (A.5)

1. Erlan Gonzalez.

Tashia Hilliard (A.5)

1. Brief introduction.

Jonathan Vaughn (A.5)

1. Brief introduction.

Daryl T. (A.5)

1. Professional background.

Reta Butler (A.5)

1. Brief introduction.

Donovan Saadiq (A.5)

1. Critical of Mayor Cabrera, Council Member Marquez.

Russell Shafer (A.5)

1. Critical comments.

Lilia Ulloa (A.5)

1. Supports Gabriela Mendez.

Maribel Nunez (A.5)

1. Supports various candidates.

Roy Bleckert (A.5)

1. Critical of Mayor Cabrera, Council Member Marquez.

Susana Maciel (A.5)

1. Supports Gabriela Mendez.

Olga Franco (A.5)

1. Supports Gabriela Mendez.

Allison Herrera (A.5)

1. Supports Gabriela Mendez.

Stanislas Yombo (A.5)

1. Brief introduction.

Sammie Luna (A.5)

1. Brief introduction.

Gabriela Mendez Ulloa (A.5)

1. Brief introduction.

David Bride (A.5)

1. Brief introduction.

Tom Jerele Sr. (A.5)

1. Supports Daryl Terrel.

Louise Palomarez (A.5)

1. Critical of Mayor Cabrera.

Public comments were heard.

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

Council Member Baca-Santa Cruz stated she did review the applications received from District 1 residents. Council Member Baca-Santa Cruz asked Mayor Cabrera if the district representation was considered in this proposed slate of appointments.

Mayor Cabrera replied and stated yes district representation was considered in this slate of proposed appointments.

Mayor Pro Tem Delgado stated he is very impressed with the qualifications of the potential commissioners proposed in this slate. Mayor Pro Tem Delgado stated today is a perfect example on why the current appointment process needs to be changed.

Mayor Cabrera stated the current process to appoint new commissioners is in place due to a vote that was taken last year, which was approved by both Mayor Pro Tem Delgado and Council Member Baca-Santa Cruz. Mayor Cabrera also noted he is open to change.

Council Member Barnard noted many of these appointments have expirations that expire at the end of the fiscal year, which will allow members of Council to appoint their representatives. Council Member Barnard noted the importance of equal representation throughout the districts, especially on the Planning Commission. Council Member Barnard asked a question of staff.

City Clerk Jane Halstead responded to Council Member Barnard's inquiries.

Council Member Barnard noted District 4 is heavily represented, so she would be willing to let the Districts that do not have representation pick to appoint commissioners. Council Member Barnard stated District representation is very important when selecting new commissioners.

Mayor Cabrera stated he appreciated Council Member Barnard identifying the different terms for the proposed commissioners. Mayor Cabrera noted he tried to do everything he could to make this process transparent and equitable. Mayor Cabrera noted of the twenty applicants received, only two are from District 1. Mayor Cabrera noted he moved around the appointments, specifically the Planning Commission, to ensure equal representation. Mayor Cabrera proposed to have Daryl Terrel, resident of District 1 appointed to the Planning Commission.

Interim City Attorney Steven Quintanilla stated this appointment would have to be agendize.

Mayor Cabrera clarified that this item would have to come back to another meeting, so it is properly noticed and agendize.

Mayor Cabrera called for a five-minute recess.

With Council back from recess, Mayor Cabrera asked staff to clarify some items regarding potential appointment of Daryl Terrel being appointed to the Planning Commission.

Interim City Attorney Steven Quintanilla stated Mayor Cabrera is the presiding officer and that he could waive the requirement if he gets a second and majority vote from Council. Another way to add this item on is to have a declaration which states this item is an urgency item, in that this item came up after the posting of the agenda, and there is a need to take action on this item tonight prior to the next regularly scheduled meeting. Interim City Attorney Steven Quintanilla stated if the Council is able to make those findings, based on a super majority vote of the Council, then the item will be able to be added to the agenda tonight.

Mayor Cabrera asked if no determination was made of this item being an urgency item, then this item will have to be added to a future agenda.

Interim City Attorney Steven Quintanilla replied and stated that is correct.

Mayor Cabrera noted the only other amendment he would like to be made, is to add Sammie Luna to the Historical and Preservation Board. Mayor Cabrera asked a question of staff regarding background checks.

City Clerk Jane Halstead and Assistant City Manager Brian Mohan responded to Mayor Cabrera's background check inquiries.

Mayor Pro Tem Delgado asked questions of staff regarding background checks.

Assistant City Manager Brian Mohan responded to Mayor Pro Tem Delgado's inquiries.

Mayor Cabrera recalled the appointment of a past Planning Commissioner. Mayor Cabrera noted he would like to see the slate

approved and stated equitable representation throughout the districts was kept in mind when proposing the current slate of potential commissioners. Mayor Cabrera stated outreach has been done by the City, and in the course of the last three months, about twenty applications has been received. Mayor Cabrera also expressed his desire for more outreach to get me more residents applying to be a Boards and Commissions member.

Mayor Pro Tem Delgado wanted to confirm that Sammie Luna was on the agenda for the Environmental and Historical Preservation Board. Mayor Pro Tem Delgado also stated he supports Daryl Terrel's appointment to the Planning Commission. Mayor Pro Tem Delgado stated this discussion is a perfect example of how he believes the appointments to Boards and Commissions should be.

Council Member Baca-Santa Cruz made a motion to approve the Boards and Commissions appointments as presented.

Assistant City Manager Brian Mohan stated for the record that the appointments, if approved, are dependent on successfully passing the background check as prescribed in Administrative Policy 1.10 section 4.

Motion made by Council Member Baca-Santa Cruz and seconded by Council Member Barnard to approve the Boards and Commissions appointments as presented.

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.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elena Baca-Santa Cruz, Council Member
SECONDER:	Cheylynda Barnard, Council Member
AYES:	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

H. GENERAL BUSINESS

H.1. ORDINANCE REGARDING CHANGES TO THE SCOPE OF THE MAYOR’S ROLE, DUTIES AND RESPONSIBILITIES (Report of: City Attorney)

RECOMMENDED ACTION

That the City Council:

1. Introduce and subsequently adopt Ordinance [next in order] revising

Minutes Acceptance: Minutes of Mar 21, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

the Mayor's role, duties and responsibilities as discussed at the January 17, 2023 regular meeting and the March 14, 2023 study session.

Interim City Attorney Steven Quintanilla provided the Staff Report.

Mayor Pro Tem Delgado asked Interim City Attorney Steven Quintanilla to go over the items that were changed, instead of every item.

Mayor Cabrera asked various questions of staff regarding the proposed changes of the Mayoral Duties.

Interim City Attorney Steven Quintanilla responded to all of Mayor Cabrera's inquiries.

Mayor Cabrera asked questions of staff regarding the current proclamation process.

City Clerk Jane Halstead responded and provided Council with the current proclamation process.

Mayor Cabrera voiced his concerns with the proposed changes in the Ordinance and stated he would like to keep the current proclamation process as is.

Mayor Pro Tem Delgado and Council Member Barnard asked questions of the current proclamation process.

Interim City Attorney Steven Quintanilla and City Clerk Jane Halstead responded to both Council Member's inquiries.

Mayor Cabrera stated he would not like to have a proclamation approved at a Council meeting; due to the time constraints the proclamations often have.

Council Member Baca-Santa Cruz stated she wanted to make sure the Council is asked for their approval of their digital signature use on all proclamations.

Mayor Cabrera stated that is how the current process is.

Mayor Pro Tem Delgado provided clarification that the emails Council receives about proclamations is for use of their digital signature and not approval. Mayor Pro Tem Delgado asked how it would work if he did not approve of use of his digital signature on a proclamation.

City Clerk Jane Halstead responded to Mayor Pro Tem Delgado’s inquiry.

Council Member Barnard stated if Council does not agree to a proclamation, the proclamation would become a Mayoral Proclamation.

Interim City Attorney provided additional clarification.

Mayor Cabrera made a motion to keep the current Proclamation process as is.

Motion made by Mayor Cabrera and seconded by Council Member Marquez to keep the current Proclamation process as is.

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

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

Mayor Cabrera asked additional questions of staff regarding the proposed changes of the Mayor's Role, Duties and Responsibilities.

Interim City Attorney Steven Quintanilla answered Mayor Cabrera's inquiries.

Mayor Cabrera asked questions of staff regarding the Mayor approving all items on the City Council meeting agendas.

Interim City Attorney Steven Quintanilla responded stating currently, if the Mayor wanted to add an item on the agenda, they can unilaterally add the item on the agenda. The proposed change would have the Mayor place items on the future agenda in the same matter at which Council Members add items to the agenda. This entails a motion must be a made, seconded, and receive a majority vote to be added to a future agenda.

Mayor Cabrera stated he does not support this change unless Council comes to a census. Mayor Cabrera stated he was elected into this position by the residents of City of Moreno Valley and would like to

make sure they are able to have their voices heard. Mayor Cabrera proposed that the Mayor still maintain the ability to add items on the agenda, but reduce the total amount of votes needed to add an item to an agenda from three to two Council Members.

Council Member Barnard clarified that the Mayor approving all items on City Council agendas has been removed, but the change is reducing the amount of votes needed to add an item to an agenda from three to two Council Members. Council Member Barnard states with this change, the Mayor would have to request items to be added to an agenda like the rest of Council, but with the proposed change, the items would only need two votes to be added.

Mayor Pro Tem Delgado asked for further clarification.

Council Member Barnard stated a section would be added to the agendas labeled "Future Agenda Items" where the Council would bring items they would like added to future agendas.

Council Member Baca-Santa Cruz stated the meetings have been running late and stated if a Council Member could not even get support to add an item to an agenda, why would the Council want to bring the item back to a future agenda for discussion.

Mayor Cabrera states he concurs with Council Member Barnard and Mayor Pro Tem Delgado's proposed changes of removing the Mayor's ability to add an item on the agenda unilaterally and reduce the requirement of Council approval to add an agenda item from three votes to two, done within a regularly scheduled Council meeting.

Motion made by Mayor Cabrera to remove the Mayor's ability to add an item on the agenda unilaterally and reduce the requirement of Council approval to add an agenda item from three votes to two, done within a regularly scheduled Council meeting.

Motion made by Mayor Cabrera and seconded by Mayor Pro Tem Delgado to remove the Mayor's ability to add an item on the agenda unilaterally and reduce the requirement of Council approval to add an agenda item from three votes to two, done within a regularly scheduled Council meeting.

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

RESULT: APPROVED [4 TO 1]

MOVER: Ulises Cabrera, Mayor
SECONDER: Ed Delgado, Mayor Pro Tem
AYES: Ulises Cabrera, Ed Delgado, David Marquez, Cheylynda Barnard
NAYS: Elena Baca-Santa Cruz

Mayor Cabrera asked Council Member Barnard to restate her proposal for the changes to the Boards and Commissions appointments.

Council Member Barnard stated each Council Member from each district is allowed to select one resident to each Boards and Commissions. Whatever vacancies are left over, the Mayor may appoint a resident to remaining vacancies on the Boards and Commissions.

Mayor Pro Tem Delgado asked if this would for every Boards and Commissions.

Council Member Barnard stated it is.

Council Member Baca-Santa Cruz asked if with the Mayor's appointments to remaining vacancies on the Boards and Commissions, if the Mayor could keep fair Council District representation in mind.

Motion made by Council Member Barnard to allow Council Members from each district to select one resident to each Boards and Commissions. Whatever vacancies are left over, the Mayor may appoint a resident to the remaining vacancies on the Boards and Commissions, with consideration of equal representation on the Boards and Commissions.

Motion made by Council Member Barnard and seconded by Council Member Marquez to allow Council Members from each district to select one resident to each Boards and Commissions. Whatever vacancies are left over, the Mayor may appoint a resident to the remaining vacancies on the Boards and Commissions, with consideration of equal representation on the Boards and Commissions.

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.

RESULT: APPROVED [UNANIMOUS]
MOVER: Cheylynda Barnard, Council Member

Minutes Acceptance: Minutes of Mar 21, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

SECONDER: David Marquez, Council Member
AYES: Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

Mayor Cabrera stated the last item is the same as the previous, but for alternate members.

Motion made by Mayor Cabrera to allow each Council Member from each district to select one resident to each Boards and Commissions as an alternate. Whatever vacancies are left over, the Mayor may appoint a resident to each Boards and Commissions as an alternate, with consideration of equal representation on the Boards and Commissions.

Motion made by Mayor Cabrera and seconded by Mayor Pro Tem Delgado to allow each Council Member from each district to select one resident to each Boards and Commissions as an alternate. Whatever vacancies are left over, the Mayor may appoint a resident to each Boards and Commissions as an alternate, with consideration of equal representation on the Boards and Commissions.

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.

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

With the conclusion of Council questions, Mayor Cabrera called for public comments to be heard.

David Zeitz

- 1. Longevity of changes.

Donovan Saadiq

- 1. Critical of Mayor Cabrera.

Tom Jerele Sr.

- 1. Public policy.

Minutes Acceptance: Minutes of Mar 21, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Roy Bleckert

1. Reorganization.

Louise Palomarez

1. Critical of Mayor Cabrera

Public comments were heard.

Interim City Attorney Steven Quintanilla suggested to add the following to the provisions regarding nominations. Interim City Attorney stated the recommendations will read as, "nominating all members of City Boards and Commissions based on recommendations submitted by each District Council Member to ensure that there is representation of each City Commission Board and Committee from each District, subject to approval of the majority vote of the entire membership of the City Council. The Mayor is authorized to nominate any additional members to any City Commission, Board, or Committee, that already has a representative from each District, who is recommended by the respective District Council Member, provided that such additional members do not result in disproportionate representation by any given District on the respective Commission, Board, or Committee."

Mayor Cabrera states he supports the suggestion and thanked Interim City Attorney Steven Quintanilla for his clarification.

Mayor Cabrera makes a motion to approve staff's recommendations, to include Interim City Attorney Steven Qunitanilla's verbatim suggestion, and exclude all the other motions the Council has already voted on.

Motion made by Mayor Cabrera and seconded by Council Member Marquez to approve staff's recommendations, to include Interim City Attorney Steven Qunitanilla's verbatim suggestion, and exclude all of the other motions the Council has already voted on.

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.

RESULT: APPROVED [UNANIMOUS]
MOVER: Ulises Cabrera, Mayor
SECONDER: David Marquez, Council Member
AYES: Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

I.REPORTS

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 Commission heard a presentation regarding the formula funding distribution within Riverside County and approved an agreement between the Commission and the Coachella Valley Association of Governments (CVAG).

The Commission approved amending RCTC's 2023 Adopted State and Federal Legislative Platform including sponsoring legislation to increase RCTC's sale tax authority.

Riverside Transit Agency (RTA)

None.

Western Riverside Council of Governments (WRCOG)

None.

Western Riverside County Regional Conservation Authority (RCA)

None.

School District/City Joint Task Force

None.

I.2. EMPLOYEE ASSOCIATION REPORTS

None.

I.3. CITY MANAGER'S REPORT

1. Springtastic Festival.
2. Flashlight Egg Scramble.
3. Caesar Chavez Day

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. Praised community events.
2. Women's History Month.
3. Late Council Members.

Council Member Marquez

1. Congratulated appointed commissioners.
2. Praised City Staff.

Council Member Barnard

1. Congratulated appointed commissioners.
2. Healthy discussion.
3. Praised community events.

Mayor Pro Tem Delgado

1. Praised appointed commissioners, City events.
2. Assembly Bill 742.

Motion to propose a City Council Resolution expressing the City of Moreno Valley’s opposition to AB 742, which proposes to ban the use of law enforcement K9s for arrest and apprehensions, to be considered at the next regularly scheduled City Council meeting

Motion made by Mayor Pro Tem Delgado and seconded by Council Member Marquez to propose a City Council Resolution expressing the City of Moreno Valley’s opposition to AB 742, which proposes to ban the use of law enforcement K9s for arrest and apprehensions, to be considered at the next regularly scheduled City Council meeting

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

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

Mayor Cabrera

1. Congratulated Appointed Commissioners.
2. World Down Syndrome Awareness Day.
3. Women's History Month.
4. Praised Community Events, future art projects.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 10:13pm.

PUBLIC INSPECTION

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

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City’s website at

Minutes Acceptance: Minutes of Mar 21, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Submitted by:

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

Approved by:

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

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: April 4, 2023

TITLE: SECOND READING OF ORDINANCE NO. 996
REGARDING MAYOR'S ROLE, DUTIES AND
RESPONSIBILITIES

RECOMMENDED ACTION

Recommendation:

1. Adopt Ordinance No. 996 amending Moreno Valley Municipal Code Section 2.04.007 regarding the Mayor's Role, Duties and Responsibilities, that was introduced on March 21, 2023, by a unanimous vote of the City Council.

BACKGROUND

This item was first considered by the City Council at the January 17, 2023, Regular City Council Meeting. At the direction of the City Council, on a 3-2 vote, the item was then presented to the City Council at a future Study Session that was held on March 14, 2023.

At the March 14, 2023, Study Session, there was a consensus to direct staff to place the item on the March 21, 2023, Regular City Council Meeting agenda for consideration of a draft ordinance. At the March 21, 2023, Regular City Council Meeting, the ordinance was considered by the City Council, and it was introduced by a unanimous vote of the City Council, with some changes made by the City Council at the meeting. The ordinance is now being presented to the City Council for final approval (second reading). If the ordinance is approved by the City Council, it will take effect on May 4, 2023, which is 30 days after April 4, 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.

- 1. Ordinance - Mayors Duties (03.29.2023) FINAL (003)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/30/23 11:52 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/30/23 1:57 PM

ORDINANCE NO. 996**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 2.04.007 (MAYOR'S ROLE, DUTIES AND RESPONSIBILITIES) OF CHAPTER 2.04 (COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL)**

WHEREAS, the City of Moreno Valley ("City") is a General Law City organized pursuant to Article XI of the California Constitution; and

WHEREAS, the City of Moreno Valley is governed by a legislative body known as the City Council, which consists of the Mayor and four District Councilmembers; and

WHEREAS, the Mayor is elected on a City-wide basis by the registered voters throughout the City, whereas the four District Councilmembers are each elected to represent a defined geographic area of the City known as a "District," by the registered voters (residents) residing within the respective District; and

WHEREAS, the Districts are essentially neighborhood-based election districts, where registered voters (residents) within a given District are afforded a better opportunity to meet and have access to their District-elected Councilmembers in person, which means that District Councilmembers, as elected in the City of Moreno Valley, are specifically elected to primarily represent the interests of their Districts; and

WHEREAS, to balance the nature of such a District-based governing system in the City of Moreno Valley, the Mayor who is elected by the registered voters (residents) throughout the City (regardless of the District they reside in) is intended to ensure that there will always remain a jurisdiction-wide (a.k.a. "City-wide") perspective on all issues presented to the City Council; and

WHEREAS, under State law, the Mayor serves as a member of the City Council and has all the powers and duties of a member of the City Council; and

WHEREAS, in order to establish clarity as to the Mayor's official duties, responsibilities and obligations, the City Council seeks to memorialize the Mayor's duties via the adoption of an ordinance that shall be codified in the Moreno Valley Municipal Code.

THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Recitals

That the above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Amendment to Section 2.04.007 (Mayor's Role, Duties and Responsibilities) of Chapter 2.04 (Council) of Title 2 (Administration and Personnel)**

That Section 2.04.007 (Mayor's Role, Duties and Responsibilities) of Chapter 2.04 (Council) of Title 2 (Administration and Personnel) shall be amended as follows:

2.04.007 Mayor's role, duties and responsibilities.

The mayor's role, duties and responsibilities shall include the following:

- ~~1.~~ ~~Serving as the primary liaison between the city and any other jurisdictions, unless otherwise designated by the mayor at any given time.~~
- ~~2.~~ ~~Serving as the primary liaison between the city and local civic organizations unless otherwise designated by the mayor at any given time.~~
- ~~3.~~ 1. Serving as chairperson on the city's disaster council.
- ~~4.~~ 2. Serving as ambassador of the city for state and national agencies.
- ~~5.~~ 3. Welcoming visiting dignitaries to the city
- ~~6.~~ 4. Receiving all correspondence, **telephone calls, emails or other forms of communications** directed to the city's chief elected official **or mayor, with copies or content of such communications simultaneously provided or conveyed to each council member whose district is affected, impacted or referenced in the subject communication, so that said council member(s) are afforded the opportunity to respond accordingly to any requested actions in lieu of the mayor.**
- ~~7.~~ ~~Serving as the primary spokesperson for the city on all matters affecting the city regardless of the affected district.~~
- ~~8.~~ 5. Presiding over all press conferences on behalf of the city **regarding issues affecting the entire city**, unless otherwise designated by the mayor at any given time. **This shall not preclude individual council members from presiding over press conferences regarding issues affecting their districts, even though the issues may affect other districts as well.**
- ~~9.~~ 6. Making public appearances on behalf of the entire city at special events, **which shall not preclude council members from also making appearances at the same special event if the event takes place in their district outside of any of the Civic Center facilities or the event involves volunteers or participants from their districts.**

10. Publicizing and promoting policies and other matters approved by the city council.
11. Publicizing and promoting current city programs, services and special events
12. **7.** Representing the city on the above matters and other matters of general concern to the city via the broadcast media, **while permitting council members to engage with the broadcast media to represent their districts on any matters affecting their districts.**
13. **8.** Approving the issuance of city proclamations and signing all proclamations that have received confirmation of support by at least two council members.
14. **9.** Approving the issuance of plaques and signing them if necessary and feasible **if approved by a majority of the city council at a noticed public meeting of the city council or recommended by the city manager.**
15. **10.** Approving and signing all letters of commendation **if approved by a majority of the city council at a noticed public meeting of the city council or recommended by the city manager.**
16. **11.** Signing all resolutions and ordinances.
17. **12.** Signing contracts unless otherwise provided by city policy.
18. **13.** Signing all city instruments requiring the city seal.
19. **14.** Signing all warrants drawn on the city treasurer **unless otherwise provided by city policy.**
20. **15.** Approving monetary rewards **if** as recommended by **a majority of the city council at a noticed public meeting of the city council.** the police chief or city manager.
21. **16. Approving** Selecting recipients eligible to receive a "key to the city," **if recommended by a majority of the city council at a noticed public meeting of the city council.**
22. **17. Approving** Selecting recipients eligible to receive an "award of valor," **if recommended by a majority of the city council at a noticed public meeting of the city council.**

~~23.~~ **18.** Presenting all proclamations, plaques, letters of commendation, keys to the city and awards of valor unless the mayor designates or approves the designation of a council member or other city official to make the subject presentation **particular proclamation, plaque, letter of commendation, key to the city or award of valor is being presented to an individual who resides or a business that is physically located in a particular district and the council member of the respective district requests to make the presentation.**

~~24.~~ Ordering the suspension of normal bidding or purchasing requirements and allow for single and sole sourcing procurement, unless otherwise provided by applicable state law.

~~25.~~ **19.** Coordinating the performance evaluation process regarding the city manager, city attorney and city clerk.

~~26.~~ Nominating the mayor pro tem subject to a majority vote of the entire membership of the city council.

~~27.~~ **20.** Designating a sufficient number of police officers to attend and keep order at any public meeting, if in the mayor's opinion, a breach of the peace may occur.

~~28.~~ **21.** Requiring the sergeant-at-arms to carry out all orders given by the mayor for the purpose of maintaining order and decorum at any public meeting, **consistent with applicable law.**

~~29.~~ **22.** Ordering persons interrupting a public meeting to be seated or keep quiet and call for their arrest if the person does not comply. **Providing a warning to anyone who is causing actual disruption to the meeting, and ordering their removal as authorized by GC Section 54957.95.**

~~30.~~ Requiring witnesses to be sworn at public hearings.

~~31.~~ **23.** Serving as presiding officer at all meetings of the city council and other legislative bodies solely consisting of members of the city council.

~~32.~~ **24.** Calling special meetings of the city council.

~~33.~~ Approving special proceedings for joint meetings.

~~34.~~ Approving all items on city council meeting agendas.

~~35.~~ Approving the order of all agendas for city council meetings and meetings of other legislative bodies solely consisting of members of the city council.

36. Designating the parliamentarian for city council meetings and meetings of other legislative bodies solely consisting of members of the city council.

37. ~~25.~~ Appointing **Nominating** all members of city commissions, boards and committees **based on recommendations submitted by each district council member to ensure that there is representation on each city commission, board and committee from each district**, subject to approval of a majority vote of the entire membership of the city council. **The mayor is authorized to nominate any additional members to any city commission, board or committee that already has a representative from each district who was recommended by the respective district council member, provided that such additional members do not result in disproportionate representation by any given district on the respective commission, board or committee.**

38. ~~26.~~ Appointing **Nominating** alternate members to commissions and boards subject to approval by majority of the city council **provided that such alternates do not result in disproportionate representation by any given district on the respective commission, board or committee.**

39. ~~27.~~ Making emergency appointments, **subject to ratification by the city council at a subsequent special meeting or a regular meeting of the city council provided that such emergency appointments do not result in disproportionate representation by any given district on the respective commission, board or committee.**

40. Screening applicants for the planning commission and holding interviews unless the mayor designates the duty to another member of the city council

41. Reviewing all board, commission or committee applications.

42. ~~28.~~ **Nominating persons to fill** Filling special vacancies, **subject to approval by the city council at a special meeting or a regular meeting of the city council provided that any special vacancy appointments do not result in disproportionate representation by any given district on the respective commission, board or committee.**

43. Directing the city clerk to make a local appointments list.

44. ~~29.~~ Establishing city council subcommittees and appointing all members to city council subcommittees, **subject to approval by the city council at a special meeting or a regular meeting of the city council.**

45. Excusing the city manager, city attorney or city clerk from attending city council meetings.

~~46. Preapproving all city-paid travel for any councilmember who intends to attend a meeting that has members of the city council as members of the legislative body presiding over the respective meeting, in situations wherein the subject councilmember does not officially serve on the subject legislative body.~~

~~47. Approving all censures of any councilmember who has committed any crimes of moral turpitude or violated any city policies or regulations, subject to a majority vote of the city council.~~

30. The mayor or a council member may place items on any agenda in the context of a noticed public meeting of the city council with the support of one other council member. If an item is placed on an agenda by the Mayor or council member pursuant to this provision or by the city manager, city attorney or city clerk, it shall remain on the agenda and not be subject to unilateral removal by the mayor or any council member.

Section 3. 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 4. Repeal of Conflicting Provisions

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

Section 5. Effective Date

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

Section 6. 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.

APPROVED AND ADOPTED this ____ day of _____ 2023.

Ulises Cabrera
Mayor
City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance - Mayors Duties (03.29.2023) FINAL (003) (6216 : SECOND READING OF ORDINANCE NO. 996 REGARDING MAYOR'S



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: April 4, 2023

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2023 ANNUAL GENERAL ASSEMBLY (MAYOR ULISES CABRERA -DELEGATE, MAYOR PRO TEM EDWARD DELGADO- ALTERNATE)

RECOMMENDED ACTION

Recommendations:

That the City Council:

1. Appoint a Delegate, Mayor Ulises Cabrera, and an Alternate, Mayor Pro Tem Edward Delgado, to the Southern California Association of Governments (SCAG) Annual General Assembly on May 4, 2023.
2. Direct staff to submit the names to SCAG.

SUMMARY/DISCUSSION

The Southern California Association of Governments (SCAG) 2023 Regional Conference and General Assembly is scheduled for Thursday, May 4, 2023. At this meeting, the SCAG membership will consider and take action on resolutions and/or bylaws that establish SCAG policy.

An important part of the Regional Conference is the conducting of the Annual Business at the General Assembly. The City must designate a voting delegate and an alternate, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council action.

SCAG has requested attending cities to submit a Minute Excerpt of the Council action appointing the City’s voting delegate and alternate.

Staff recommends that Council by motion vote to appoint a delegate and an alternate.

FISCAL IMPACT

The fiscal impact of this SCAG Conference is unknown at this time.

NOTIFICATION

Publication of the agenda.

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/29/23 12:10 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/29/23 12:20 PM



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: April 4, 2023

TITLE: ACCEPT THE CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM FUNDING GRANT AWARD

RECOMMENDED ACTION

Recommendations:

1. Accept the California Automated Permit Processing Program (CalAPP) funding grant award of \$100,000 administered through the California Energy Commission, to fund the implementation of SolarAPP+ and comply with the provisions of SB 379;
2. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the California Energy Commission, subject to the approval of the City Attorney; and
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

SUMMARY

This report recommends the acceptance of CalAPP grant funds of up to \$100,000 through the California Energy Commission (CEC), to reimburse expenses for the implementation of SolarAPP+ in accordance with Senate Bill 379. The reimbursable funds from this grant will be used to recover the cost of implementing the automated online solar permitting platform, SolarAPP+; reimburse staff or consultant time associated with implementing the software; training; and purchase of associated hardware.

BACKGROUND

SB379 was approved on September 16, 2022, and requires a city, county, or city and

county, to implement an online, automated permitting platform that verifies code compliance and issues solar permits in real time or allows the jurisdiction to issue permits in real time for a residential solar energy system, and a residential energy storage system paired with a residential solar energy system. The bill shall also require cities, counties, and cities and counties, to report to the commission on the number of permits issued and the relevant characteristics of those systems. A city, county, or city and county, shall report annually to the CEC within one year of implementing the online, automated solar permitting system.

Existing law requires a California city or county to approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit, subject to specified exceptions. Cities and counties must also develop a streamlined permitting process for the installation of small residential rooftop solar energy systems. In many cases, non-hardware costs to solar and storage projects, such as permitting, can add substantial time and money to the adoption of additional systems. Senate Bill 379 (Wiener, Chapter 356, Statutes of 2022) (SB 379) is intended to further increase access and adoption of residential solar and residential energy storage projects by supporting instantaneous plan review practices and creating consistent processes in cities and counties with certain population size for the issuance of a solar energy permit.

The goal of SB 379 is to streamline permitting for solar energy systems to promote the development of solar energy and storage projects in the state, contributing to larger efforts that help California meet its clean energy goals.

DISCUSSION

SB 379 requires that the City of Moreno Valley implement an online solar permitting process by September 30th, 2023. The State of California has allocated grant money to cities to assist with the implementation of online, real time solar permitting systems. Based on the City of Moreno Valley's population, the City qualifies for up to \$100,000 of reimbursable funds. Moreno Valley's Building and Safety Division is requesting acceptance of a grant award to implement SolarAPP+ before the September 30th, 2023, deadline as outlined in SB 379. This grant is vital in ensuring the implementation of a software and program that is compliant with the provisions of SB 379 and offsetting the fiscal impact on the City.

ALTERNATIVES

1. Accept the California Automated Permit Processing Program (CalAPP) funding grant award to fund the implementation of SolarAPP+ and approve any necessary budget adjustments. **Staff recommends this alternative.**
2. Do not accept the California Automated Permit Processing Program (CalAPP) funding grant award. **Staff does not recommend this alternative.**

FISCAL IMPACT

This grant has no requirement for matching funds. The initial and upfront costs are incurred by the City, and all approved expenses are expected to be reimbursed by the grant award.

Therefore, it is cost-neutral to the City, to the extent that the activity qualifies for reimbursement.

Acceptance of this grant award will necessitate the adjustments outlined below.

Description	Fund	GL, Account No.	Type (Rev/Exp)	FY22/23 Budget	Proposed Adjustments	FY22/23 Amended Budget
Receipt of Grant	Other Grants CalAPP	2300-20-28-7xxx-486000	Rev	\$0	\$100,000	\$100,000
Professional Svcs Other	Other Grants CalAPP	2300-20-28-7xxx-620299	Exp	\$0	\$100,000	\$100,000

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
James Verdugo
Building Division Manager/Building Official

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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. CEC SolarAPP+ Agreement 20230323
- 2. Residential Solar Energy Systems Permitting - Senate Bill 379 Text

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/24/23 10:04 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/24/23 10:11 AM

RECIPIENT City of Moreno Valley	AGREEMENT NUMBER APP-22-071
ADDRESS 14177 Frederick Street Moreno Valley, CA 92552	AGREEMENT TERM 01/18/2023 to 05/31/2027 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Application with Scope of Work	Page(s): 4
Exhibit B – APP General Terms and Conditions	Page(s): 5
Exhibit C – Contact List	Page(s): 1

	<table border="1"> <tr> <td style="font-size: small;">REIMBURSABLE AMOUNT</td> </tr> <tr> <td style="font-size: large;">\$ 100,000</td> </tr> <tr> <td style="font-size: small;">MINIMUM MATCH SHARE REQUIRED</td> </tr> <tr> <td style="font-size: large;">\$ 0</td> </tr> <tr> <td style="font-size: small;">TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH</td> </tr> <tr> <td style="font-size: large;">\$ 100,000</td> </tr> </table>	REIMBURSABLE AMOUNT	\$ 100,000	MINIMUM MATCH SHARE REQUIRED	\$ 0	TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH	\$ 100,000
REIMBURSABLE AMOUNT							
\$ 100,000							
MINIMUM MATCH SHARE REQUIRED							
\$ 0							
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH							
\$ 100,000							

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS 18, Sacramento, CA 95814			

Attachment: CEC SolarAPP+ Agreement 20230323 (6206 : ACCEPT THE CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM

**ATTACHMENT 01
Grant Application Form – EXHIBIT A**

California Automated Permit Processing (CalAPP) Program

1. APPLICANT INFORMATION (REQUIRED)

Jurisdiction Name (please use full legal name as it would appear on the executed grant): Moreno Valley	
Jurisdiction Type (select one): <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> City and County	
Current Estimated Population State of California Department of Finance Demographics (https://dof.ca.gov/forecasting/Demographics/): <input type="checkbox"/> Less than 50,000 <input type="checkbox"/> From 100,000 to 200,000 <input type="checkbox"/> From 50,000 to 99,999 <input checked="" type="checkbox"/> Greater than 200,000	

Project Manager <i>(serves as point of contact for all communications)</i>	Name	James Verdugo
	Street Address	14177 Frederick Street
	City and Zip Code	Moreno Valley, CA 92552
	Phone Number	(951) 413-3359
	E-Mail Address	jamesv@moval.org

2. FUNDING (REQUIRED)

Assigned Maximum Grant Amount (select <u>one</u>)
<input type="checkbox"/> Group 1 (\$40,000): Population less than 50,000
<input type="checkbox"/> Group 2 (\$60,000): Population from 50,000 to 99,999
<input type="checkbox"/> Group 3 (\$80,000): Population from 100,000 to 200,000
<input checked="" type="checkbox"/> Group 4 (\$100,000): Population greater than 200,000

3. PROJECT INFORMATION (REQUIRED)

A. Online, automated solar permitting platform to be adopted:

SolarAPP+

Other. If selected, complete Section 4 ("Additional Information")

B. Please select allowable budget item(s) anticipated to be used (Select at least one):

Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform

Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform

Ongoing staff training and education, specific to the platform

Ongoing training events for local installers, specific to the platform

Essential hardware or equipment necessary to support adoption of the platform

Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform

C. Estimated Project Timeline*

*Enter actual dates if activities already began

Activity	Date (Month/Year)
Begin Development/Pilot	2/23
Full Adoption	10/23
Staff Training	8/23 through 10/23
Training for Local Installers	8/23 through 10/23

4. ADDITIONAL INFORMATION (if applicable)

NOTE: Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supports immediate generation of a permit job card following payment confirmation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Blocks noncompliant applications from receiving a permit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
EITHER: 1) Stand-alone permitting tool; OR 2) Integrates with current software and inspection platform already in use	<input type="checkbox"/> Yes	<input type="checkbox"/> No


5. REPORTING (REQUIRED)

Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity. Please indicate your acceptance of these terms.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
--	---	-----------------------------

Attachment: CEC SolarAPP+ Agreement 20230323 (6206 : ACCEPT THE CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM

6. CERTIFICATION (REQUIRED)

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	James Verdugo
Title:	Building Official
Phone Number:	(951) 413-3359
E-mail Address:	jamesv@moval.org
Date:	1/12/2023
Signature of Authorized Representative:	

NOTE: Do not overlap signature with surrounding border lines.

Attachment: CEC SolarAPP+ Agreement 20230323 (6206 : ACCEPT THE CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM

Exhibit B

California Automated Permit Processing (CalAPP) Program Terms and Conditions

1. Background and Authority for this Grant

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

2. Documents Incorporated by Reference and Priority

Incorporated by reference into this agreement are the following documents:

- A. Grant Funding Opportunity (GFO) 21-402.
- B. Recipient's application to CalAPP.

As between the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

3. Budget, Invoices, and Payments

- a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
- b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

- c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.
- d) Unallowable costs include:
 - Software not related to the adoption of a qualifying online, automated permitting platform.
 - Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.

- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

6. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.

- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

7. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

8. Accounting and Audit

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

9. Public Works

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing

wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

10. Intellectual Property

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

11. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

12. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

13. Independent Capacity

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

14. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

15. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

16. Access to Sites and Records

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

17. Termination Without Cause

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

18. Third-Party Beneficiary

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

19. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

Exhibit C CONTACT LIST

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Adam Van Winkle California Energy Commission 716 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 891-9060 e-mail: adam.vanwinkle@energy.ca.gov</p>	<p>Project Manager:</p> <p>James Verdugo City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Phone: (951) 413-3350 e-mail: jamesv@moval.org</p>
<p>Confidential Deliverables/Products</p> <p>California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814</p>	<p>Administrator:</p> <p>Juventino Garcia City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Phone: (951) 413-3350 e-mail: juventinog@moval.org</p>
<p>Invoices, Progress Reports and Non-Confidential Deliverables to:</p> <p>California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814 Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov</p>	<p>Accounting Officer:</p> <p>Brian Mohan City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Phone: (951) 413-3024 e-mail: brianm@moval.org</p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov</p>	<p>Recipient Legal Notices:</p> <p>City Attorney City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Phone: (951) 413-3036 e-mail: cityattorney@moval.org</p>



SB-379 Residential solar energy systems: permitting. (2021-2022)

SHARE THIS:  

Date Published: 09/19/2022 02:00 PM

Senate Bill No. 379

CHAPTER 356

An act to add Section 65850.52 to the Government Code, relating to land use.

[Approved by Governor September 16, 2022. Filed with Secretary of State September 16, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 379, Wiener. Residential solar energy systems: permitting.

Existing law requires a city or county to approve administratively applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires every city, county, or city and county to develop a streamlined permitting process for the installation of small residential rooftop solar energy systems, as that term is defined. Existing law prescribes and limits permit fees that a city or county may charge for a residential and commercial solar energy system. Existing law creates the State Energy Resources Conservation and Development Commission (Energy Commission) in the Natural Resources Agency and prescribes its duties, which include administering programs for the installation of solar energy systems.

This bill would require every city, county, or city and county to implement an online, automated permitting platform that verifies code compliance and issues permits in real time or allows the city, county, or city and county to issue permits in real time for a residential solar energy system, as defined, that is no larger than 38.4 kilowatts alternating current nameplate rating and a residential energy storage system, as defined, paired with a residential solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating.

This bill would prescribe a compliance schedule for satisfying these requirements, which would exempt a city with a population of fewer than 5,000 and a county with a population of fewer than 150,000, including each city within that county. The bill would require a city with a population of 50,000 or fewer that is not otherwise exempt to satisfy these requirements by September 30, 2024, while cities, counties, and cities and counties with populations greater than 50,000 that are not otherwise exempt would be required to satisfy the requirements by September 30, 2023. The bill would require a city, county, or city and county to report to the Energy Commission when it is in compliance with specified requirements, in addition to other information. The bill would require cities, counties, and cities and counties to self-certify their compliance with the bill's provisions when applying for specified funds from the Energy Commission, as specified.

This bill would require the Energy Commission to set guidelines, adopted through a specified public process, for cities, counties, and cities and counties to report to the commission on the number of permits issued for residential solar energy systems and residential energy storage systems paired with residential solar energy systems and the relevant characteristics of those systems. The bill would make related findings and declarations.

Attachment: Residential Solar Energy Systems Permitting - Senate Bill 379 Text (6206 : ACCEPT THE CALIFORNIA AUTOMATED PERMIT

The Administrative Procedure Act generally governs the procedure for the adoption, amendment, or repeal of regulations by state agencies and for the review of those regulatory actions by the Office of Administrative Law.

This bill would exempt the guidelines from the Administrative Procedures Act.

This bill would expressly apply to charter cities.

By increasing the duties of local officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

- (a) Permitting fees or soft costs to solar and storage projects can add substantial time and money to the adoption of additional solar and storage projects.
- (b) To meet its clean energy goals, California may need up to six gigawatts of new renewable and storage resources annually, including additional rooftop solar and storage projects.
- (c) Per the 2021 Senate Bill 100 Joint Agency Report, Achieving 100% Clean Electricity in California, development of rooftop solar must increase dramatically.
- (d) Because the 2021 budget included a \$20 million appropriation to the Energy Commission for grants to all jurisdictions that adopt the SolarAPP+ or a similar program in order to expedite permitting, local permitting jurisdictions can and should be required to adopt SolarAPP+ or a similar program for automated permitting in order to promote the development of solar and storage to help meet the state’s clean energy needs.

SEC. 2. Section 65850.52 is added to the Government Code, immediately following Section 65850.5, to read:

65850.52. (a) For purposes of this section, the following definitions apply:

- (1) “Energy Commission” means the State Energy Resources Conservation and Development Commission.
- (2) “Residential energy storage system” means commercially available technology, located behind a customer’s residential utility meter, that is capable of absorbing electricity generated from a colocated electricity generator or from the electrical grid, storing it for a period of time, and thereafter discharging it to meet the energy or power needs of the host customer or for export.
- (3) “Residential solar energy system” means any configuration of solar energy devices that collects and distributes solar energy for the purpose of generating electricity and that has a single residential interconnection with the electric utility transmission or distribution network.
- (4) “SolarAPP+” means the most recent version of a web-based portal, developed by the National Renewable Energy Laboratory, that automates plan review, produces code-compliant approvals, and issues permits for residential solar energy systems and residential energy storage systems paired with residential solar energy systems.

(b) (1) Pursuant to the compliance schedule in subdivision (c), a city, county, or city and county, in consultation with the local fire department, district, or authority, shall implement an online, automated permitting platform, such as SolarAPP+, that meets both of the following requirements:

- (A) The platform verifies code compliance and issues permits in real time or allows the city, county, or city and county to issue permits in real time to a licensed contractor for a residential solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating and a residential energy storage system paired with a residential solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating.

Attachment: Residential Solar Energy Systems Permitting - Senate Bill 379 Text (6206 : ACCEPT THE CALIFORNIA AUTOMATED PERMIT

(B) The platform issues permits or allows the city, county, or city and county to issue permits for residential solar energy systems and residential energy storage systems paired with residential solar energy systems that SolarAPP+ is capable of processing.

(2) A city, county, or city and county is not required to permit an application for a residential solar energy system or a residential energy storage system paired with a residential solar energy system through the online automated permitting platform pursuant to this section if the system configuration is not eligible for SolarAPP+ at the time the application is submitted to the jurisdiction.

(c) (1) A city with a population of fewer than 5,000 and a county with a population of fewer than 150,000, including each city within that county, is exempt from subdivision (b).

(2) A city with a population of 50,000 or fewer that is not exempt pursuant to paragraph (1) shall satisfy the requirements of subdivision (b) by September 30, 2024.

(3) A city, county, or city and county with a population of greater than 50,000 that is not exempt pursuant to paragraph (1) shall satisfy the requirements of subdivision (b) by September 30, 2023.

(d) A city, county, or city and county shall report to the Energy Commission when it is in compliance with subdivision (b).

(e) (1) The Energy Commission shall set guidelines for cities, counties, and cities and counties to report to the commission on the number of permits issued for residential solar energy systems and residential energy storage systems paired with residential solar energy systems and the relevant characteristics of those systems. A city, county, or city and county shall annually report to the Energy Commission pursuant to those guidelines within one year of implementing the online, automated solar permitting system pursuant to subdivision (b). This annual reporting requirement shall become inoperative on June 30, 2034.

(2) The Energy Commission shall adopt the guidelines required by this subdivision through a public process that shall include, but shall not be limited to, both of the following requirements:

(A) The Energy Commission shall make the proposed guidelines available for public comment for at least 30 days prior to adopting the guidelines.

(B) The Energy Commission shall respond in writing to a public comment received during the period required by paragraph (A).

(3) The Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2) shall not apply to the adoption of guidelines pursuant to this subdivision.

(f) A city, county, or city and county shall self-certify its compliance with this section when applying for funds from the Energy Commission after the applicable date in the compliance schedule in subdivision (c). This subdivision shall not apply to the twenty million dollars (\$20,000,000) in funds available, pursuant to Section 76 of Chapter 69 of the Statutes of 2021, from the Energy Commission for automated solar permitting.

(g) This section does not limit or otherwise affect the generator interconnection requirements and approval process for a local publicly owned electric utility, as defined in Section 224.3 of the Public Utilities Code, or an electrical corporation, as defined in Section 218 of the Public Utilities Code.

(h) All liabilities and immunities, including, but not limited to, the immunities provided in Sections 818.4, 818.6, and 821.2, applicable to cities, counties, and cities and counties shall apply to any permits issued through an online, automated permitting platform and any inspections conducted in connection with those permits.

(i) For the purposes of this section, a city shall include a charter city.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SEC. 4. The Legislature finds and declares that Section 2 of this act adding Section 65850.5 of the Government Code address a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 2 of this act applies to all cities, including charter cities.



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, City Manager
Keith Gemmell, Economic Development Division Manager

AGENDA DATE: April 4, 2023

TITLE: UC RIVERSIDE-CITY ENTREPRENEURSHIP PROGRAM
MEMORANDUM OF UNDERSTANDING

RECOMMENDED ACTION

Recommendations:

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley and the Regents of the University of California, on behalf of its Riverside Campus (UCR) for entrepreneur and business technical assistance offered through the Moreno Valley Business and Employment Resource Center (BERC).
2. Authorize staff to execute the MOU as to form all necessary documents with UCR.

SUMMARY

This report recommends approval of the MOU between the City of Moreno Valley and the Regents of the University of California, on behalf of its Riverside Campus (UCR) for entrepreneur and business technical assistance offered through the Moreno Valley Business and Employment Resource Center (BERC). The report outlines the MOU with UC Riverside's EPIC Center regarding the duties and responsibilities agreed upon to offer support for entrepreneurs through one-on-one consulting, technical assistance, and other programs. The MOU will run for one (1) year at a cost of \$10,000.

DISCUSSION

Moreno Valley is a growing community with over 213,000 population and 4,500 businesses. The Economic Development Department partners with key organizations to provide technical assistance workshops and free one-on-one consulting to both Moreno Valley businesses and job seekers to ensure that they have access to the resources

needed to start and grow prosperous businesses and advance their careers. These services are offered for free under the umbrella of the Hire MoVal initiative and Moreno Valley Business & Employment Resource Center (BERC) services.

Entrepreneurship is an area of expansion for BERC services. To ensure the Moreno Valley community has access to the best resources, the Economic Development staff proposes a partnership with UC Riverside's Office of Technology Partnerships (UCR-OTP) and their staff from the EPIC program. EPIC provides a complete path to market platform for the region's innovators assisting them with market validation, technical feasibility demonstration, resources for company formation, and access to capital.

Entering such a partnership will allow Economic Development staff to leverage resources to help new and established entrepreneurs grow locally.

UCR agrees to support Moreno Valley entrepreneurship by providing:

1. Entrepreneur and business-related technical assistance to residents and businesses within the City of Moreno Valley through hands-on technical assistance to coach remotely via Zoom or in person.
2. Workshops held quarterly at the BERC.
3. Monthly progress reports on services provided.

The City agrees to support these programs by:

1. Marketing the program.
2. Assisting with scheduling consulting appointments.
3. Providing meeting and classroom space at the BERC.

This item was presented to the Economic Development Subcommittee on March 14, 2023, whereas, the Subcommittee recommends to proceed for final Council approval.

ALTERNATIVES

1. Approve the attached MOU and authorize staff to execute all necessary documents with UCR for the operation of the UC Riverside-City Entrepreneurship Program. Staff recommends this alternative.
2. Decline to approve the attached MOU and decline to authorize staff to execute the supporting documents. This alternative will result in less local business resource training opportunities. Staff does not recommend this alternative.

FISCAL IMPACT

Funding to operate the UC Riverside-City Entrepreneurship Program MOU will be a total of \$10,000. This amount will be absorbed into the current Economic Development Department budget. No additional funds are required.

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Keith Gemmell
Business and Workforce Development Division Manager

Department Head Approval:
Mike Lee
City Manager

CITY COUNCIL GOALS

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

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

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. 2023 UCROTP-MOVAL mou DRAFT

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/24/23 9:46 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/24/23 9:50 AM

Agreement (“Agreement”) Between

THE CITY OF MORENO VALLEY (“City of Moreno Valley”)

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
RIVERSIDE CAMPUS (“UCR”)

2023

SERVICES

The UCR will provide entrepreneur and business-related technical assistance to residents and businesses within the City of Moreno Valley.

The UCR’s team of consultants will offer hands-on technical assistance to coach entrepreneurs and this assistance will be provided remotely via Zoom or in person.

WORKSHOPS

The UCR via its EPIC SBDC program will offer information or training sessions at City of Moreno Valley either in person or via Zoom at least one (1) workshop per quarter (at least four per year).

EPIC SBDC director and EPIC SBDC staff will also promote other UCR programs available for Moreno Valley Entrepreneurs.

The City of Moreno Valley will be responsible for promoting and recruiting participants (entrepreneurs or small business owners) for the EPIC SBDC program and other UCR entrepreneurial programs.

The UCR will be listed as a sponsor on all training workshops and webinars offered remotely or in person. The City of Moreno Valley and UCR will discuss in advance the appropriate topics and schedule for the workshops.

CONSULTING

The following will be the process that the parties will follow as this process has already been established by the EPIC SBDC to onboard clients into the pipeline.

1. The City of Moreno Valley will work with the UCR EPIC SBDC director in developing strategies to increase technology entrepreneur participation in the EPIC SBDC workshops.
2. Sourcing of potential clients will be conducted during the monthly BEREC office hours or quarterly workshops delivered by EPIC SBDC either in person or virtually and through webinars and referrals by the Moreno Valley and UCR teams
3. Interested small businesses or tech entrepreneurs will be directed to the EPIC SBDC website so they can register and be screened for fit with EPIC SBDC programs.
4. Entrepreneurs that are a good match for EPIC SBDC services will be assigned an Entrepreneur In Residence to provide individualized mentorship based on the needs of the client.
5. Entrepreneurs interested in participating in other UCR programs (TACIES, OASIS) will be referred to

the appropriate program manager.

6. UCR will report monthly the number of clients and consulting hours supported through this process.

MARKETING

The City of Moreno Valley will be responsible for marketing the consulting services and workshops to the business community by means of fliers, digital marketing, press releases, and presentations to business groups (such as service clubs and industrial councils) and prospective entrepreneurs. UCR will actively assist the City of Moreno Valley in the marketing and promotion of the program.

The UCR will identify the City of Moreno Valley as a co-partner of the EPIC SBDC entrepreneur programs, by name and logo, through literature, website, press releases, and community presentations.

ACTIVITY REPORTS

UCR will provide monthly reports including the following information :

1. Number of outreach technical assistance and training workshops, webinars and other programs focused on Moreno Valley.
2. Number of Moreno Valley Prospective Entrepreneurs identified as interested in participating in EPIC programs.
3. Number of prospective entrepreneurs admitted in the EPIC SBDC or other UCR-OTP program.
4. Number of Moreno Valley residents and Moreno Valley-based businesses enrolled in other UCR programs, if available.
5. Hours of mentoring sessions online and in person delivered to Moreno Valley Entrepreneurs.

UCR and City Staff will meet quarterly to review reports and discuss ongoing programming.

COMPENSATION AND TERM

The City of Moreno Valley will provide UCR with \$10,000 as a sponsor of the UCR EPIC SBDC Program to support an entrepreneur technical assistance and training program from April 1, 2023 through April 30, 2024.

The City of Moreno Valley will pay UCR in two payments

Invoice April 30, 2023- \$5,000 and November 30, 2023 - \$5,000

Funds will be used to support technical support and entrepreneurship assistance for clients from Moreno Valley through EPIC SBDC as well as other UCR Entrepreneurial programs such as TACIES and OASIS. The time that UCR teams will devote includes workshop preparations and presentations on EPIC SBDC and other UCR entrepreneurial programs, mentorship preparation to meet with EPIC SBDC clients as well as potential participants in other programs such as TACIES and OASIS.

Hours spent in delivering technical support and entrepreneurship assistance to Moreno Valley Clients via EPIC SBDC will be detailed in the monthly report as described above in “Activity Reports”.

HOLD HARMLESS AND INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other, including employees, representatives, volunteers, and agents, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and expenses of litigation and attorneys’ fees) of every nature arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, damage, expense, or costs are caused by or result from the negligent or intentional acts or omissions of the indemnitee, its employees, representatives, volunteers or agents.

ASSIGNMENT

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either whole or in part, by either party without the prior written consent of the other party.

INDEPENDENT CONTRACTOR

The parties hereto agree that UCR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the City of Moreno Valley.

ENTIRE AGREEMENT

It is expressly agreed that this Agreement embodies the entire Agreement of the parties in relation to the subject matter hereof, and that no other Agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

AGREED

City of Moreno Valley

Date

The Regents of the University of California,
on behalf of its Riverside campus

Date

Attachment: 2023 UCROTP-MOVAL mou DRAFT (6195 : UCR-CITY ENTREPRENEURSHIP MOU)



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: April 4, 2023

TITLE: AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT ARCHITECTURAL AND ENGINEERING DESIGN SERVICES TO SVA ARCHITECTS, INC. FOR THE MORENO VALLEY SENIOR CENTER EXPANSION PROJECT NO. 803 0057

RECOMMENDED ACTION

Recommendations:

1. Award an Agreement for Professional Consultant Services to SVA Architects, Inc. to provide architectural and engineering design services for the Moreno Valley Senior Center Expansion project in the amount of \$399,078.00;
2. Authorize the City Manager to execute the agreement with SVA Architects, Inc.;
3. Authorize the issuance of a Purchase Order to SVA Architects, Inc. in the amount of \$399,078.00 when the agreement has been signed by all parties using the approved Facility Construction funds (Fund 3000); and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with SVA Architects, Inc. 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 an agreement for Professional Consultant Services with SVA Architects, Inc. to provide architectural and engineering design related services for the expansion of the existing Moreno Valley Senior Center (Senior Center). This project would add more floor space to the existing building and allow the Senior

Center to offer more programs, classes, and social events and activities for senior patrons. This project is funded with the Facility Construction funds (Fund 3000.)

DISCUSSION

The Senior Center was built in 1993 and has been providing a warm and friendly place for patrons 50 years and older to enjoy programs, classes, events and social activities with other adults. The current building floor area of the Senior Center is roughly at 15,000 square feet, and the proposed expansion would add an additional 4,000 square feet floor area or about 26% capacity increase.

On November 1, 2022, the City Council approved the appropriation of funds in the amount of \$4,400,000 from the available Development Impact Fee–Community/Recreation Center Funds (Fund 2907) and the General Fund Unassigned Reserves (Fund 1010) to the Facility Construction Funds (Fund 3000) for the design and construction of the Senior Center.

On January 30, 2023, staff advertised a Request for Proposals (RFP) to retain a consultant to provide architectural and engineering design services for the project. In response to the advertisement, four (4) proposals were received on February 28, 2023. The staff selection team reviewed the proposals and ranked the firms as follows:

1. SVA Architects, Inc.
2. TR Design Group, Inc.
3. Darin Johnstone Architects, APC.
4. Ziese Architecture

Staff recommends the award of a professional consultant design services contract with SVA Architects, Inc. as they are deemed to be most qualified firm for completing the requested services. The scope of work for the consultant includes completing the design, construction plans and project bid package, environmental clearance and permitting, and other design related tasks necessary to complete the work.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the completion of the design, construction plans, and bid package for the Moreno Valley Senior Center Expansion project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative which may delay the design and construction of much needed improvements and expansion of the Moreno Valley Senior Center.*

FISCAL IMPACT

The design of this project is funded by the Facility Construction Funds (Fund 3000)

coming from the Development Impact Fee – Community/Recreation Center Fund and with the use of General Fund Unassigned Reserves.

AVAILABLE BUDGET

Facility Construction
(Account 3000-50-57-80003-720199) (Project No. 803 0057) \$4,400,00.00

ESTIMATED PROJECT COSTS

Consultant Design Costs..... \$399,078
City Project Administration, Design Review and Permitting \$120,000
Construction Costs..... \$3,700,000
Construction Engineering and Inspection..... \$180,000
Total Estimated Costs..... \$4,399,078

NOTIFICATION

Prior to start of the design, staff will conduct a community meeting to obtain inputs from senior patrons and the public on the design and expansion needs of the Senior Center.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Jeremy Bubnick
Parks & Community Services Director

Concurred By:
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.

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. Agreement for AE Design Services With SVA Architects Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/24/23 10:07 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/24/23 10:09 AM

**AGREEMENT
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR MORENO VALLEY SENIOR CENTER EXPANSION
PROJECT NO. 803 0057**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and SVA Architects Inc., a California corporation hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

WHEREAS, the City does not have available employees specialized in building and structural design to perform the services for the Project; and

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

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

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

DESCRIPTION OF PROJECT

1. The Project is described as Moreno Valley Senior Center Expansion.
Project No. 803 0057.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ 399,078.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in said Exhibit "A" which is attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 30, 2025, 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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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

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

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

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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 PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

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

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

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

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

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

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement

**AGREEMENT FOR PROFESIONAL A&E DESIGN SERVICES
PROJECT NO. 803 0057**

allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

SVA Architects, Inc.

BY: _____

Mike Lee, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Parks & Community Director

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures: Exhibit "A" – City's Request for Proposal
- Exhibit "B" – Consultant's Proposal
- Exhibit "C" – City's Services to be Provided to Consultant
- Exhibit "D" – Terms of Payment
- Exhibit "E" – Insurance Requirements

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

EXHIBIT A

RFP for Professional A&E Consultant Services

January 2023



Request for Proposals
Professional Architectural and Engineering Design
Consultant Services for

Moreno Valley Senior Center Expansion
PROJECT NO. 803 0057



Address: 25075 Fir Avenue, Moreno Valley, CA 92553

Proposal due date:

February 28, 2023 at 2:00 pm, PST

Submit proposal online at:

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

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

The City of Moreno Valley is seeking proposals from qualified firms to work in conjunction with City staff to provide architectural and engineering design services for the Moreno Valley Senior Center Expansion project. You are hereby invited to submit a Proposal to provide the requested services. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

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

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for technical proposal and a separate electric file for cost proposal.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

A mandatory pre-proposal meeting will be held on February 16, 2023, from 10:00 to 11:30 a.m. at the Moreno Valley Senior Center located at 25075 Fir Avenue in the City of Moreno Valley. All participants will gather in the parking lot behind the existing building.

II. Project Description and Schedule

The existing 15000-square-foot Moreno Valley Senior Center (Center) was built in 1993 to provide a warm, and friendly place for those 50 years and older to enjoy programs, classes, events and socialize with other adults. With the rapid growth in the population the City has experienced in the last 30 years, expansions are needed for the Center to be able to provide essential services and offer variety of social activities and programs for the growing number of senior citizens who frequent the Center. This project proposes to expand the Center with the following, but not limited to, improvements:

- Expansion of approximately 4,000 square foot of new building space which is to be located at the patio/courtyard behind the existing building. Please refer to Attachment A – Map and Exhibits for more information.

- Modifications to existing rooms, walls, doors, etc. based on the Center patrons' inputs/recommendations and per creative design as necessary to maximize the utilization of the building spaces for various activities/events.
- Upgrading existing restrooms, as well as any other facilities within the Center, to meet current ADA requirements, including providing ADA access to the new building addition area.
- Modifications to existing building structure and utilities (electrical, mechanical, plumbing, communication, fire, security, etc.) necessary to accommodate the new building addition while addressing any code issues.
- Modifications to existing garden block walls, landscape, and irrigation to accommodate the new building footing expansion.
- Additional improvements deemed to be necessary and essential that can be implemented/constructed along with this project while the total cost still stays within the approved budget, including parking lot capacity and configuration improvements as required.

The approved budget for completing all work for this project is at \$4,000,000.

The following dates are critical in order to have the design substantially completed by June 2023:

	DATE	EVENT
1	January 30, 2023	Request for Proposal issued
2	February 16, 2023 @ 10:00 a.m.	Mandatory pre-proposal meeting at the project site
3	February 21, 2023 @ 2 p.m.	Deadline for Q & A via PlanetBids
4	February 28, 2023 @ 2 p.m.	Proposal due date
5	March 17, 2023	Proposals review and consultant selection complete
6	April 18, 2023 (tentatively)	City Council to award contract for design service
7	May 1, 2023	Start of A&E service
8	End of December 2023	Substantial completion of the design
9	March 2024 (tentatively)	Advertise project for construction bids
10	July 2024 (tentatively)	Start construction
11	December 2024	End Construction

III. Scope of Services

The scope of services includes performing all work (both in office and in the field) related to architectural and engineering design, environmental clearance, and permitting necessary for

completion of the design, required documentation, plans, specifications, estimates, bid package, and other paperwork ready for advertising the project for construction bids. The scope of services also includes such additional services (at the City's option) as providing technical support during project advertising, awarding, and construction.

The list of specific tasks includes, but is not limited to:

A. At the start and during the Design:

1. Develop criteria that will capture the most cost-effective sustainable design components.
2. Prepare a detailed design schedule, including identifiable milestones for City review and approval. The initial design schedule with identifiable milestones (e.g. 30%, 60%, 90% and 100% design, environmental clearance, permitting) shall be prepared within fifteen (15) working days after the Notice to Proceed (NTP). Schedule updates shall be prepared and submitted once a month, if necessary, showing progress and necessary adjustments.
3. Develop and submit a QA/QC plan for the City's review and approval within fifteen (15) calendar days after the NTP.
4. Submit a cost estimate at different design levels of submittals. The Final Estimate shall be submitted along with the Bid Document submittal level before project advertising.
5. Schedule/hold/attend/manage monthly Project Development Team (PDT) meetings. Invite City staff and other agencies, such as utility companies, as appropriate.
6. Prepare and distribute meeting agendas and minutes for all meetings. The minutes shall include a list of attendees with phone numbers and e-mail addresses, a synopsis of discussion items, any pertinent information, action items, and all follow-up action items.
7. Ensure that bid documents receive approvals from all approving authorities.
8. Coordinate with all associated and involved City personnel and other participating entities, including all utility companies, etc., to ensure review, participation, input and resolution of issues related to design, environmental, permitting, schedule and costs.
9. Attend and present the project to the City Council, City Committee or Commission, and/or any task force meetings.
10. Ensure that the documents meet all applicable standards and codes.
11. Perform a value analysis of the design, construction materials and methods and recommend/make changes.
12. Develop and prepare budget and funding controls to ensure the project is completed within the available budget.
13. Assist in preparation and/or compliance of project funding documentation, if requested.

14. Furnish and perform site survey, geotechnical exploration and evaluation, utility research and exploration, etc. to collect adequate data for the design.
15. Prepare Plans, Specifications and Estimates, and review, annotate, and make project-specific revisions to the City's boilerplate specifications.
16. Compile and complete bid packages for the advertisement for construction by the City. Assist with preparation of the construction contract bid advertisement.
17. Perform Constructability, Biddability, and Claim Avoidance reviews.
18. Coordinate and ensure the City Building Department approves/signs-off on the Plan Check.
19. Assist in obtaining all required permits.
20. Prepare and obtain final approval of Plans and Specifications (Bid Documents) and Estimate.

Bid documents include, but are not limited to, architectural floor plans, elevations, sections, renderings, design and calculations related to structural, civil, mechanical, HVAC, and Fire/Life/Safety systems, power, electrical lighting, utilities, computer-related wiring and/or special arrangements and fixtures, all floor landscape layouts, fixed furniture and equipment (FF&E) layouts and spreadsheet for procurement and installation, wall elevations showing furnishings and equipment, landscaping and irrigation, site lighting and security, specifications, cost estimating, and site and street improvements (if applicable). The Consultant shall develop bid documents with necessary and required coordination with all affected parties. The bid documents shall meet all requirements to obtain all necessary and available permits (available prior to construction NTP) to perform the construction. The design shall meet all necessary and required State of California Energy Savings and ADA requirements, local, state and federal applicable codes and criteria. Following is a general description for PS&E work:

- a. Architectural design services to include architectural site and building plans, sections, elevations, details, building systems, rendering, specifications and estimates.
- b. Structural design services to include structural plans, sections, elevations, details and all structural components, including associated calculations, materials, systems, specifications and estimates.
- c. Mechanical, HVAC and Fire/Life/Safety design services to include site and building plans, sections, elevations, details, design for energy conservation, heating and ventilation, air conditioning, plumbing and fire protection systems, calculations, drawings, specifications and estimates.
- d. Electrical design services to include site and building plans, sections, elevations, details of power systems, electrical materials, lighting, voice/data systems, UPS

- services for computer systems, provision for an emergency generator, a “pigtail” hook-up for a mobile generator as an optional emergency power supply, alarms, security systems, conduit runs and any special electrical requirements deemed necessary for the Senior Center, calculations, drawings, specifications and estimates.
- e. Civil design services to include surveying, site plans, sections, elevations, details, on- and off-site utility systems, fire protection system, site drainage and paving, parking lot layout including related details, calculations, drawings, specifications and estimates.
21. Prepare and obtain the final approval of the project Water Quality Management Plan (WQMP). A Preliminary and Final Water Quality Management Plan (WQMP) for the project shall be prepared in accordance with the latest edition of “Riverside County Water Quality Management Plan for Urban Runoff/ Santa Ana River and Santa Margarita River Regions.” The plans shall be reviewed for consistency with the guidance document and approval is required as part of the initial civil design process. The plans should address only the contract limits but shall make reference to and provide essential data for the overall Senior Center site.
 22. Utilities work shall include investigation and review of all existing utilities. All tie-in of future utilities shall be examined, and loads should be calculated to ensure the ultimate Corporate Yard needs.
 23. Landscape design services to include site planting and irrigation system plans, sections, elevations, details, specifications and estimate.
 24. Investigate which LEED level can be achieved with a cost benefit analysis and then advise the City for consideration and approval for additional design activities to support LEED accreditation. **The City desires to achieve a LEED Certification level, but not necessarily secure the certification.**
 25. Interior design services (fixed and free-standing furniture and equipment included) to include plans, sections, elevations, details, equipment schedules, specifications and estimate of furnishings based on recommendations provided by the City staff. Interior design work shall also include floor plans indicating the location of furniture, furniture systems or other items.
 26. Prepare and provide FF&E matrix, specifications and cost estimate. The City will either procure the furniture or decide to include it in the bid documents to be supplied by the contractor. Coordinate and support all activities associated with selection, procurement and installation of the FF&E.
 27. Specifications are to follow the latest CSI format. The City will provide General Conditions (GCs), while the consultant shall develop Special Conditions (SCs), technical specifications and liquidated damages calculations. Review, annotate, and make project-specific revisions to the City’s boilerplate GC document.

28. Estimates to include quantities, schedule of values and any other assumptions in support of the estimates. Estimates to reflect mid-point of construction.
29. Perform a value analysis of site, building materials, systems and interior elements to ensure the best value for the City's investment. This analysis shall be carried out to ensure that the facility is being built within the available budget.
30. Perform Biddability, Constructability, and Claim Avoidance reviews.
31. Investigate and advise the benefits for the use of Solar Energy for the project.

B. During project advertising for bids and construction contract awarding (**optional services**)

At the City's option, the Consultant may be retained to provide the following services. The Consultant shall include these services in the Technical Proposal and the associated cost in the Cost Proposal, and shall label them as "Optional".

1. Assistance with preparation of advertisement, developing a list of potential contractors and a list of pre-qualified bidders, if requested.
2. Attendance at pre-bid meeting(s), job walk and bid opening(s).
3. Responses to all bidders' questions/queries.
4. Preparation of any addenda.
5. Assistance with bid review/evaluation, technical qualifications/ background checks/verification of contractor and sub-contractors licenses for validity of three lowest responsible bidders, recommend approval of Schedule of Values.
6. Assistance with preparation of staff report(s) and presentation to the City Council for the contract award.
7. Assist with the award and execution of the contract between the City and the Contractor, including review of insurance, bonding, and other required documents.
8. Assist or perform the activities associated with advertising and retaining specialty contractors or services such as materials testing, surveying, building furnishing and furniture procurement and/or suppliers and/or installers, etc.

C. During construction to the final project close-out (**optional services**)

At the City's option, the Consultant may be retained to provide the following services. Consultant shall include these services in the Technical Proposal and the associated cost in the Cost Proposal, and shall label them as "Optional".

1. Coordinate and participate in pre-construction contract award activities.
2. Assist City with the procurement of furniture and furniture systems, including, but not limited to, coordination with vendors, manufacturers and suppliers to verify lead times and ensure proper delivery dates for placement/installation.
3. Management and coordination for the processing of submittals, including receipt, review of, and appropriate action on Request for Information (RFIs), shop drawings, product data, samples and other submittals required by the Contract Documents.
4. Review, analysis, and development of independent cost estimate(s) of all Value Engineering Proposals (VEPs) provided by the Contractor.
5. Field observation services consisting of visits to the site at intervals appropriate to the stage of construction to review and report the progress and quality of the work and to determine in general if the work is proceeding in accordance with the intended design goals and objectives.
6. Preparation, reproduction and distribution of written directions, drawings and specifications to describe work to be added, deleted or modified. Preparation of drawings, including calculations, for design work associated with change orders and review of proposals from contractor(s) for reasonableness of quantities and materials.
7. Assistance with change order negotiations with contractor(s) on the relative costs of work proposed to be added, deleted, or modified.
8. Preparation of as-built drawings based on red-lined documents received from the field.
9. Recommend courses of action when the Contractor's or sub-contractor's performance is unsatisfactory and assist with carrying out the necessary corrective actions.
10. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
11. Assist the Contractor in obtaining all building, grading, and other permits necessary for the project.
12. Ensure timely completion/approvals in response to all RFIs, shop drawings, product data samples, Change Notices, Intent to File Change Notice, and Construction Change Order (CCOs) reviews, negotiations and issuance of Change Order(s) to the Contractor.
13. Prepare independent cost estimates for comparison and review by the City for all Contractor-submitted change notices/orders.

14. Assist with required inspections by certified building inspector(s) provided by the City.
15. Assist with the activities of City-retained specialty contractors such as inspections, testing, furniture and furnishing-related activities, move-in phase, etc.
16. Assist with monitoring and updating the construction schedule.
17. Participate in weekly construction meetings with the Contractor, City staff, and other involved parties. Prepare and distribute meeting minutes.
18. Prepare and distribute all required notices, respond to complaints and resolve problems as necessary.
19. Review Contractor pay requests and prepare necessary documentation for submittal and approval by the City.
20. Coordinate and assist in observing the initial start-up and testing of utilities, systems and equipment utilized on the project.
21. Ensuring that the project site has record copies of the following:
 - a. Plans, specifications and contract documents with all changes and modifications.
 - b. Permits.
 - c. Addenda, change order(s), shop drawings, product data, submittals and samples.
 - d. Survey and layout data and certifications and photographs of as-built locations and depths.
 - e. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers and utility agencies.
22. Conduct project walk-through(s) and prepare punch list(s).
23. Ensure the project is implemented per the approved set of bid documents.
24. Incorporate approved changes to the plans, specifications and contract documents as they occur and ensure that the red-line set for the as-built is maintained on regular basis.
25. Prepare as-built drawings at the completion of construction.
26. Coordinate close-out of the project; obtain necessary operation manuals, warranties, guarantees and other applicable necessary information. Provide all documentation in a

well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).

27. Obtain all releases and warranty bonds from the General Contractor and sub-contractors. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
28. Deliver manuals and record drawings to the City and coordinate all final inspections. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
29. Prepare status report(s) for project close-out and filing of Notice of Completion.
30. Present the City with a complete project close-out file.
31. Perform such other project-related duties as may be required by the City.
32. Perform warranty walk approximately one (1) year from the City Council's acceptance of the project.
33. Resolve all warranty issues so that the City can release the Warranty Bond.

IV. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

At a minimum Technical Proposal should include, but not be limited to, the following items:

1. **Project Understanding:** This section should clearly convey a clear understanding of the nature of the work, identification of major project issues and proposed solutions thereof, from both the Consultant and the sub-consultants (Consultant Team).
2. **Approach and Management Plan:** This section provides the Consultant Team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationships among Consultant Team/staff as well as any other parties that may have a significant role in the delivery of this project.

3. **Qualifications and Experience:** Provide the qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members, including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.
4. **Staffing Plan:** Discuss the staffing plan and the current and anticipated workloads for all key team members and their capacity to perform the requested services according to the proposed schedule. Discuss the firm's/team's approach for completing the services required for this project within budget and schedule.
5. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted and identify deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the Consultant Team's approach for completing the project.
6. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% Plan Biddability/Constructability/Claims Avoidance reviews.
7. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

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

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.

NOTE: EXCEPTIONS TO THE INDEMNIFICATION, LIABILITY, AND TERMINATION FOR CONVENIENCE OF THE CITY CLAUSES OF THE CITY'S STANDARD "AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES" SHALL NOT BE ACCEPTABLE. ANY EXCEPTIONS TO THESE CLAUSES SHALL DISQUALIFY THE CONSULTANT'S PROPOSAL FROM FURTHER CONSIDERATION.

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant

thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

B. Cost Proposal

Cost Proposal shall include, but not be limited to, the following items:

1. A "Not-to-Exceed" Fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services for the duration of the project construction.
2. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

V. **GENERAL COMPLIANCE WITH LAWS AND WAGE RATES**

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

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

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

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

waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

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

VI. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for a "Not-to-Exceed" Fee.
- B. The Consultant shall provide a "Cost Proposal" indicating the fee for individual staff member(s) with a "Not-to-Exceed" Fee which shall be the sum of all costs as described above.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the "Not-to-Exceed" Fee".
- G. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment B) for insurance requirements.

VIII. INDEMNIFICATION

A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided,

however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

IX. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XI. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. The Political Reform Act and the City's Conflict of Interest Code require that Consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XII. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5)

any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

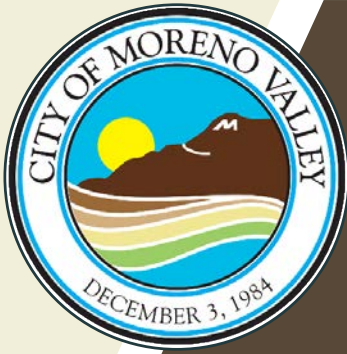
- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIII. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. **Experience of Key Personnel** (40 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (40 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XIV. ATTACHMENTS

- A. Project Location Map and Exhibits
- B. Non-Collusion Affidavit Form
- C. Sample Agreement for Professional Consultant Services
- D. As-built plans of the Moreno Valley Senior Center (for reference purposes only).



CITY OF MORENO VALLEY

Request for Proposals

Professional Architectural & Engineering Design Consulting Services

Moreno Valley Senior Center Expansion

Project No. 803 0057

Proposal Due Date: February 28, 2023 at 2:00PM



“TECHNICAL PROPOSAL”

Submitted by:

SVA ARCHITECTS, INC.

6 Hutton Centre Drive, Suite 1150

Santa Ana, CA 92707

T: 949.809.3380

www.sva-architects.com



Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

COVER LETTER

February 28, 2023

City of Moreno Valley
 Capital Projects Division
 14177 Frederick St.,
 Moreno Valley, CA 92553

RE: **Request for Proposals (RFP)**
Professional Architectural and Engineering Design Consultant Services
Moreno Valley Senior Center Expansion - Project No. 803 0057

Dear Evaluation Committee:

SVA Architects, Inc. (SVA) is excited to submit our qualifications to the **City of Moreno Valley (City)** to provide professional architectural and engineering design services for the Expansion of the Moreno Valley Senior Center. The SVA team and our key consultants have decades of relevant experience in facilities planning, design, and construction, with a strong emphasis with community centers. We are prepared to implement efficient approaches and creative solutions for this project that will positively impact your city's seniors and community members for years to come.

SVA, a 60 employee California Corporation, was founded in September 2003 by Mr. Robert Simons, AIA and Mr. Ernesto Vasquez, FAIA. As President and CEO, respectively, they have over 80 years of combined architectural experience, and have utilized this expertise and skill to lead the SVA Team in designing a wide range of 21st century facilities. Since our founding, SVA has offered architectural planning and design services to civic clients throughout California and the western United States. With a long-held passion for community involvement and crafting functional environments, our team has an excellent track record working on a long list of public works projects and our designs have been recognized with many design awards. SVA has received both new and repeated work commissions based on our reputation, client satisfaction, design excellence, technical expertise, sustainable design approach, teamwork, and our overall commitment to our clients. The firm's success lies in our well-demonstrated ability to achieve highly attractive, functional, and efficient architecture, while completing a wide variety of projects on time and on budget.

The City will benefit from our team that can demonstrate the following expertise:

- **Public Sector Experience** – We have developed a diverse portfolio of work and collaborated with various civic clients, among which are City of Moreno Valley, City of Riverside, Orange County Public Works, City of Beaumont, County of Los Angeles, and most recently Cathedral City. These projects include designs for new construction and expansion as well as renovations and modernization of all scales. SVA recently completed the Civic Center Amphitheater for the City of Moreno Valley.
- **Experience with Community & Senior Centers** – We have worked closely with numerous cities and municipalities in delivering quality, functional, and sustainable community centers for both seniors and the greater public. These facilities serve as places of learning, recreation, and social gathering. Current and previous projects included the La Sierra Senior Center for the City of Riverside and the Community Aquatic and Senior Center for the City of Gardena.
- **Sustainable Design Approach** – We understand that the City is looking to incorporate sustainable development concepts throughout the planning, design, and construction of this building. With over 20 LEED certified projects in our portfolio, including both Zero Net Energy and Grid Neutral projects, our team has the creativity and resourcefulness to integrate innovative sustainable strategies.
- **Cost & Schedule Control** – On-time and on-budget delivery is a constant goal of management and is placed as a permanent item on the project meeting agendas. We actively participate in maintaining the project budget, and our experience from past assignments has proven invaluable in obtaining the maximum value and quality for every construction dollar spent.

COVER LETTER (CONTINUED)

I attended the mandatory site walk on February 16, 2023, and our team has carefully analyzed the project scope and understands the City's vision for it. SVA will lead a skilled, multidisciplinary team and ensure that the implementation of the site and building design will achieve the vision of the project committee and City. Our team will strive to deliver a project that exceeds your expectations.

With an established record with many public agencies throughout California, our reputation in completing similar projects, and our repeat relationships with our clients makes us uniquely qualified to collaborate with the City of Moreno Valley on this assignment. Please do not hesitate to contact me should you have any questions.

SVA acknowledges the two sets of Q & A's, posted on 2/8/23, and 2/22/23, and has followed the details therein.

Sincerely,
SVA Architects, Inc.



Robert M. Simons, AIA
President & Partner | *Primary Contact*
bsimons@sva-architects.com | C: 949.233.6391

Table of Contents		Page
1.	Project Understanding	01
2.	Approach & Management Plan	02
3.	Qualifications & Experience	04
4.	Staffing Plan	13
5.	Work Plan & Schedule	14
6.	Quality Control & Assurance	18
7.	Additional Relevant Information	19
8.	Required Statements	20
9.	Certificate (Att. B)	21



SVA ARCHITECTS, INC.
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707

T: 949.809.3380
www.sva-architects.com

**Our proposal totals 20 pages, excluding the cover letter and certificate.*

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

1. PROJECT UNDERSTANDING

UNDERSTANDING OF THE SCOPE

SVA and our consultants have a good understanding of the project based on the RFP and the accompanying documents associated with it. SVA and Design West (MEP) were both at the mandatory walk with the City; it was important and beneficial for us to hear firsthand the City's feedback, concerns, and your vision for this project. We have led the design and construction of many similar community centers and building additions in the past and are currently working on a similar facilities for the City of Fontana, City of Gardena and the City of Temecula. SVA has a wealth of civic project experience and the technical expertise to develop a new expansion that will complement the existing Senior Center Building and will be an effective addition to the overall complex. We have the resources to begin immediately to develop the program and design, as well as continue with the bid and construction phases to support the City.

Our team has carefully reviewed the RFP package, the project description, and the spatial program. We understand that the City of Moreno Valley's project will mainly be consist of the modernization of the restrooms to meet ADA access and there will be a new 4,000 s.f. expansion at the Southeast corner of the existing facility for the use of essential services and other social activities and programs. The new building may consist of either a masonry wall building to match existing or possibly a new Type V (wood) building. The expansion will be located adjacent and separated from the existing building so as to not to interfere with the existing building lateral and gravity system.

The project will begin with a thorough review of all pertinent plans and documents. We will also conduct an investigative tour of the site to understand the existing conditions and identify the challenges that are presented for this project. Potential project issues at the moment could simply be the close proximity of the expansion. We will need to review and assess the existing structural as-builts to locate the existing footings so new footings are not interrupted by existing footings. Additional, the new building will most likely require over-excavation by the soils engineer report by up to 3'-0" from grade to allow for engineered fill to be compacted for the new structure. Along with our consultants, our team will look for unique opportunities and develop solutions to overcome any potential challenges like these for this project, while ensuring minimal disruption to the flow of traffic at, and near, the project site.

SVA has completed many expansions on existing sites with established buildings, we understand how critical it is to develop a complementary design as if all buildings were planned and constructed together at the same time – this is one of the key project goals.

In addition to this, SVA always believes that sustainable design is an integral component of every project, and we will work with the City and all stakeholders to incorporate sustainable principles into this new expansion where possible. We will evaluate the total cost of ownership, including both short and long term investments.

Our team will conduct regular meetings and provide monthly updates on the project to ensure the design is completed by end of 2023. At each milestone, we will present to and review with the City to obtain your feedback and approval so we can proceed to the next phase. A detailed page-turn will be conducted at the end of Design Development and Construction Documents to ensure all scope and details are incorporated and the design is meeting the City's expectations. SVA will collaborate with a multidisciplinary engineering and consultant team to bring comprehensive solutions for this project. We have worked with each of these firms for many years on relevant projects and can attest to their capabilities.



2. APPROACH & MANAGEMENT PLAN

GENERAL APPROACH

We view the practice of Architecture as the concerted efforts of numerous people endeavoring to do what they do best. It is in this spirit that SVA intends to work closely with all parties—from the City and its project team to the stakeholders—to design and deliver this new building space.

SVA has a stakeholder-first approach when designing our projects. Our process begins with meeting with the client and stakeholders to get a better understanding of their needs and goals for their projects. Concurrently we review all relevant documents that our clients could provide. Through the programming and interview sessions, we will have the opportunity to better understand the project, and review/confirm the program, cost, and schedule with the stakeholders. From there the team will begin preparing the schematic layout, illustrating any suggestions for cost savings, increased efficiency, or propose other innovative ideas for the project.

Once any changes are reviewed and approved by the City's project team, SVA Architects and our consultants will begin preparing the design development plans. Pending on the project scope, our team typically includes Architectural, Interiors, Civil, Structural, MEP, Fire Protection, Technology, Landscape, and Cost Estimating services. The team will provide cost estimates at various milestones of the design phases. Any adjustments to the design needed to keep the project on budget will be made at these milestones.

Following approval of the design development documents, the team will prepare the construction documents. Likewise, cost estimates will be provided at multiple milestones and any adjustments needed will be incorporated at those times. Once complete, a thorough and well-coordinated set will be submitted to the City for review and approval. Any comments received from the City will be quickly resolved to provide a smooth and efficient plan check process.

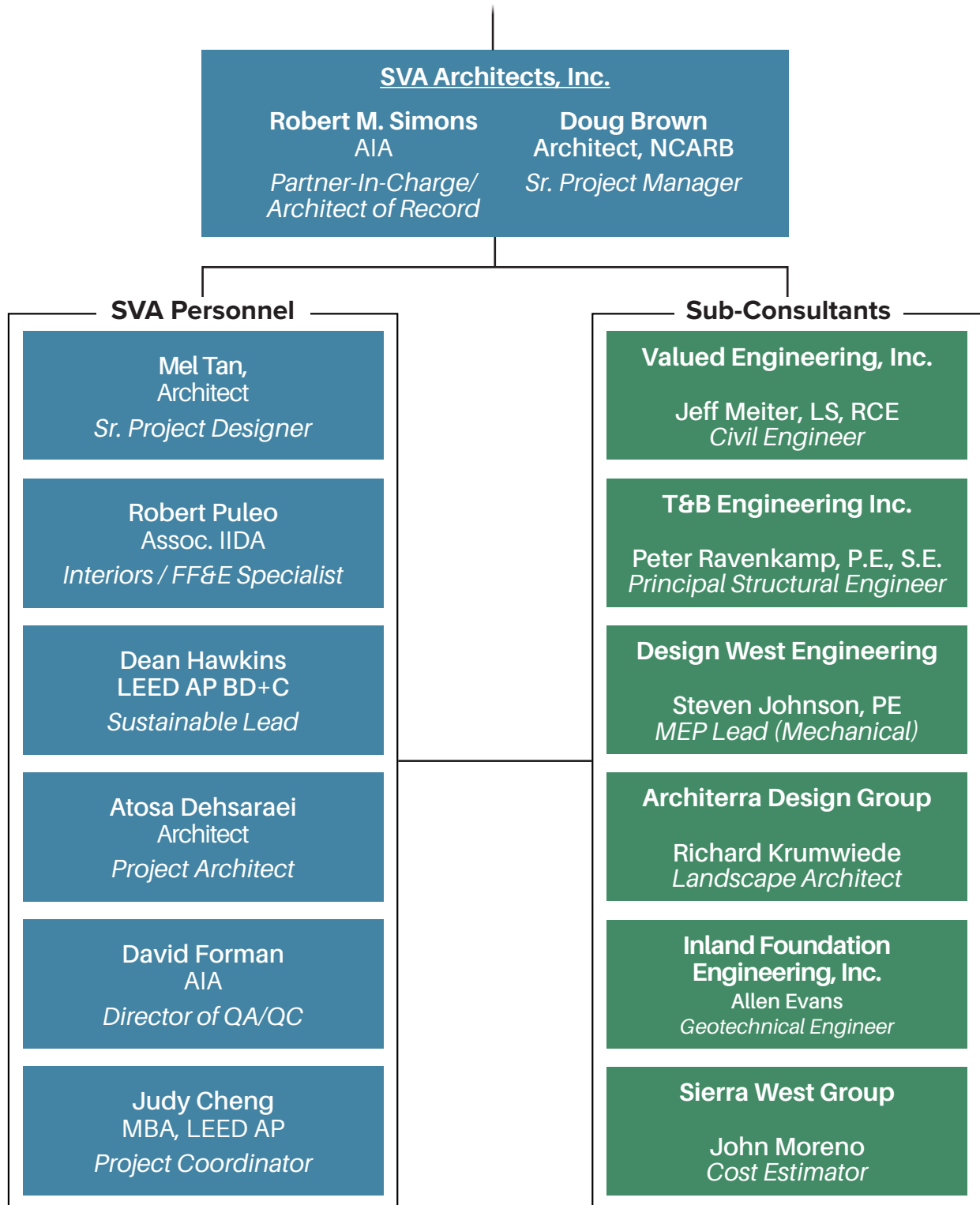
During bid phase, the SVA team will assist the City with the bid process, attending pre-bid meetings, and responding to any bidder questions by addenda. Once bids are received, the team will work with the City's project team to review the proposals and assist with the selection of the contractor, if required.

During construction, SVA and its consultants will approach the process in a spirit of teaming with the contractor to quickly and efficiently build the project, reviewing submittals in a timely manner, and providing well-coordinated and complete RFI responses. SVA will look out for the City's interests throughout this process. During project close-out, we will provide thorough punchlists and all closeout documentation.



ORGANIZATION CHART

Our staff will be available for this project through completion. The main contacts for our sub-consultants are shown below.



Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

3. QUALIFICATIONS & EXPERIENCE



TITLE

Partner & President

EDUCATION

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo

REGISTERED ARCHITECT

C-18301

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Coalition for Adequate School
Housing

Community College Facility
Coalition

California Parks and Recreation
Society

REFERENCES

- City of Riverside
Carl Carey, Services Director
T: (951) 862-5952
E: ccarey@riversideca.gov
- City of Moorpark
Troy Brown, City Manager
T: (805) 517-6212
E: citymanager@moorparkca.gov



ROBERT M. SIMONS, AIA

Partner-In-Charge / Architect of Record

Mr. Simons has over 40 years of experience and has devoted his career to creating enduring, functional, and sustainable spaces. He believes that exceptional planning, architecture, and partnerships are key assets that can improve civic and municipal facilities. He has a dedicated portfolio of civic and public projects, including Senior Centers, Libraries, City Halls, Conference Centers, and Community-Focused Facilities. He will oversee the programming, planning, and design services for the City of Moreno Valley.

- **City of Riverside La Sierra Senior Center, Riverside, CA**, This state-of-the-art facility is designed to function as an active senior community clubhouse as well as a facility for various community activities. There is a 5,350 sq. ft. banquet hall with a stage and a full kitchen to accommodate the senior nutrition program.
- **City of Gardena Community Aquatic and Senior Center, Gardena, CA**, The program for the project includes a new 25-yard (8) lane pool, diving bay, connected learner / fitness pool with ADA ramp, new bleachers & shade structures, exercise equipment, and a 12,000 square foot building that will house locker rooms for the pool as well as senior activities.
- **County of Los Angeles La Puente Enhanced One-Stop Development Center Project, La Puente, CA**, The new project, located on a 32,752 square-foot site, will include the construction of a new facility and demolition of the existing facility and a surface parking lot. The new building is a 7,500 square-foot, one-story building providing public services, public restrooms, meeting space, shared County space, and storage space.
- **City of Moorpark City Hall Tenant Improvements, Moorpark, CA**, These tenant improvements will consist of office space, meeting rooms, and other ancillary spaces for approximately 60 people. Additionally, the design will provide a new 100-seat city council chamber with an audio-video room and an overflow room, a new central records vault, storage, new signage, and landscaping.
- **City of Fontana Civic Center Expansion, Fontana, CA**, The existing civic center will be demolished and will be replaced by a two-story municipal building with parking structure on the first level and office space on the second level. The intent of the building is to serve as office space for city staff as well as both public and employee parking for the civic campus.
- **Inland Empire Health Plan 9500 Build Out Tenant Improvements, Rancho Cucamonga, CA**, The project consists of over 100,000 square feet of office tenant improvements and 50,000 square feet of exterior/landscaping renovations. The interior tenant improvements will consist of a center for learning and innovation, in addition to a wellness and workout room.
- **City of San Diego San Ysidro Library, San Ysidro, CA**, The new single-story library of approximately 15,000 sq. ft. provides a new home for this historic community landmark, originally built in 1924. The library building consists of Entry/Community Services, Computer Lab, and Staff Support Areas.



TITLE

Senior Associate Partner

EDUCATION

Master of Architecture, Arizona State University

Bachelor of Architecture, Arizona State University

REGISTERED ARCHITECT

C-30818

PROFESSIONAL AFFILIATIONS

National Council of Architectural Registration Boards

REFERENCES

- Orange County Public Works
Cecelia Varela, Manager
T: (949) 266-7286
E: cecelia.varela@ocparks.com
- Riverside Community College District
Bart Doering, Director
T: (951) 222-8962
E: bart.doering@rccd.edu
- City of Irvine
Scott Smith, Director
T: (949) 724-7526
E: ssmith@cityofirvine.org



DOUG BROWN, ARCHITECT, NCARB

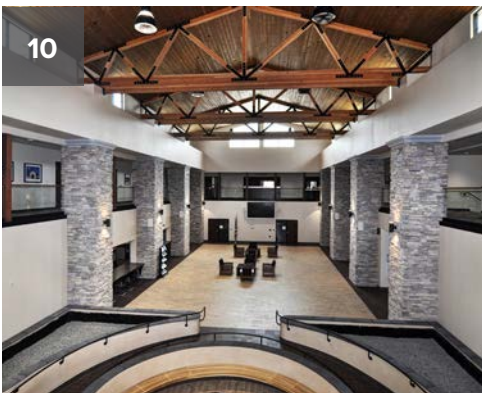
Senior Project Manager

Mr. Brown will be the Senior Project Manager for this project. His solid background in construction and track record in project management has made him a highly qualified member of SVA's design development and production team. He has made extensive contributions in both the design and management of many civic community focused facilities. Mr. Brown has a thorough understanding of site and building assessment/analysis as well as creating facilities and environments for this type of project.

- **City of Gardena Community Aquatic and Senior Center, Gardena, CA**, The program for the project includes a new 25-yard (8) lane pool, diving bay, connected learner / fitness pool with ADA ramp, new bleachers & shade structures, exercise equipment, and a 12,000 square foot building that will house locker rooms for the pool as well as senior activities.
- **Moreno Valley College School of Public Safety, Riverside, CA**, SVA is nearing construction completion on the new administration / classroom building. The facility will feature training space in addition to student services, a library, a centralized location for MVC administrative operations, new flexible classrooms, and various science laboratories.
- **UCPath Center First & Second Tenant Improvements, Riverside, CA**, This LEED Gold certified design-build project delivered 75,000 sq. ft. of tenant improvements to the headquarters of the University of California Office of the President (UCOP). The building's green features include large double-paned windows that provide natural daylight, with the indoor lighting system automatically adjusting as needed.
- **UC Riverside The Barn Theater & Dining Complex, Riverside, CA**, This project encompasses the expansion and construction of new buildings at "The Barn," an iconic stable building that has been a dining location and music performance venue.
- **City of Irvine Public Safety Training Facility, Irvine, CA**, SVA is developing a conceptual site plan and massing studies for this project. The design will accommodate three key programs: Emergency Management Division, Training Division and its Support Facilities.
- **City of Bell Gardens Aquatic Center, Bell Gardens, CA**, The building interior will feature a new lobby entrance/reception, new staff offices, staff lounge/break room. The outdoor area is composed of four elements: a 50m x 25yd competition pool, a 1,000 sq. ft. therapy pool, a 6,000 sq. ft. recreation pool, and a picnic area that provides shaded lounging space and bench seating with storage underneath.
- **OC Public Libraries Various Library Modernizations (On-Call), Orange County, CA**, SVA is currently providing multiple library modernizations and furniture specifications for several OCPW's library branches, among which are Cypress, Westminster, Rancho Santa Margarita, Seal Beach, and San Juan Capistrano libraries.
- **La Habra Civic Center, La Habra, CA**, The project relocated the existing civic center to a business complex as it had outgrown its space over the years. The two-story office complex was fully converted to a new City Hall which houses administration, finance, community development, public works, and engineering, along with a Post Office and an art museum.

PROJECT MANAGER (DOUG BROWN) RELEVANT EXPERIENCE

Robert M. Simons also served as Partner-In-Charge and Architect of Record on all of these projects as well.



- 1. Moreno Valley College School of Public Safety
- 2. City of Gardena Aquatics & Senior Center
- 3. City of Irvine Great Park Administrative Building
- 4. UC Riverside The Barn Renovation
- 5. California Baptist University Events Center
- 6. Bell Gardens Ford Park Aquatics Center Replacement
- 7. UCPath Center First & Second Tenant Improvements
- 8. City of Irvine Maintenance & Operations Building
- 9. OC Public Libraries, Rancho Santa Margarita Library Modernization
- 10. City of La Habra Civic Center Renovation/Expansion

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

**TITLE**

Senior Associate Partner

EDUCATION

Bachelor of Architecture, California Polytechnic State University, Pomona

Architecture & Planning Certificate, University of Copenhagen, Denmark

REGISTERED ARCHITECT
C-18828

**MEL TAN, ARCHITECT***Sr. Project Designer*

Mr. Tan has been responsible for master planning, conceptual design solutions and crafting the vision of the firm's various public projects. His contributions of design and management experience bring to the team a unique spirit of creative and thoughtful design which ultimately results in successful projects. He has worked on and designed many civic projects in the area, including the amphitheater for the City of Moreno Valley and the La Sierra Senior Center for the City of Riverside.

RECENT PROJECT EXPERIENCE

- City of Moreno Valley Civic Center Amphitheater
- City of Riverside La Sierra Senior Center
- City of Riverside Arlanza Library
- City of Beaumont Civic Center Master Plan
- Cathedral City Community Amphitheater
- West Basin Municipal Water District Edward C. Little Water Recycling Facility & Visitor Center Renovation (ECLWRF)
- City of Bell Gardens Aquatic Center
- City of Irvine Maintenance & Operations Building
- City of Irvine Great Park Administrative Building
- OCPW - YORE Maintenance Building Renovation
- Delhi Library Renovation

**TITLE**

Director of Interiors

EDUCATION

Bachelor of Architecture, University of Arizona

**ROBERT PULEO, ASSOCIATE IIDA***Interiors / FF&E Specialist*

Mr. Puleo will provide his expertise with interiors for this project. He has over 30 years of professional experience in functional space planning, overall facility utilization and layout studies, interior design, and project management. With his background ranging from civic projects to public facilities, he is accomplished in building requirements programming, existing facility evaluation studies, building renovation and relocation, floor area analysis, and space layout.

RECENT PROJECT EXPERIENCE

- Inland Empire Health Plan Learning & Fitness Center Tenant Improvements
- City of Fontana Civic Center Expansion
- St. Andrew's Presbyterian Church & Youth Center
- Delhi Community Center
- City of Westminster Civic Center Space Planning
- City of La Habra Civic Center Renovation/Expansion
- Orange County Public Libraries Various Library Modernizations
- City of Moorpark City Hall Tenant Improvements
- City of Norwalk City Hall Remodel
- Department of Public Social Services Administrative Building
- City of Temecula Margarita Recreation Center
- City of San Diego San Ysidro Library
- West Sacramento Police Department Tenant Improvements

ADDITIONAL SVA STAFF

In addition to the key staff, the following SVA team members can provide their specialized expertise. Their knowledge, along with their experience working as a team on multiple projects together, will further aid the City in pursuit of its goals for this project.



DEAN HAWKINS, LEED AP BD+C
Sustainable Lead

Mr. Hawkins has over 30 years of experience with administrative and public works facilities and what sustainable features to provide for them. As the Sustainable Lead for this project, Mr. Hawkins will provide the City with viable options for this new building space. Mr. Hawkins also has experience with all phases of planning, assessment, design, and construction administration. He received a Bachelor of Architecture from California State Polytechnic University, Pomona.



ATOSA DEHSARAEI, ARCHITECT, Architect's License: C-39958
Project Architect

Ms. Dehsaraei will be the Project Architect on this project and will be responsible for supporting all aspects of project document development and coordinating with all project team members to maintain the quality of the work product within the established project schedule. Since starting with SVA, she has worked on many civic projects that range in scope from modernization to new construction. She received her Bachelor of Architecture and Master of Architecture from Azad University, Tehran.



DAVID FORMAN, AIA, Architect's License: C-16831
Director of Quality Assurance & Quality Control

Mr. Forman has proven himself to be a versatile project architect particularly knowledgeable in technical and design areas. He will define and manage the QA/QC procedures, manage risk analysis and resource planning, and take an active role in process inspection and improvement. With over 35 years of experience, he has proven himself to be a versatile project architect particularly knowledgeable in the technical areas. He received his Bachelor of Architecture from California State Polytechnic University, Pomona.



JUDY CHENG, MBA, LEED AP
Project Coordinator

Ms. Cheng is one of the Principals at SVA and will be the Project Coordinator assigned to this project. Ms. Cheng has been a major part of the firm's success, having joined SVA over a decade ago. She has been involved with all phases of projects from schematics to construction administration for various public and institutional projects, including the firm's work for West Basin Municipal Water District and Inland Empire Health Plan Tenant Improvement. She received her Bachelor of Architecture from the University of Southern California and a Master's in Business Administration from the University of California, Irvine.



"I have found SVA and their staff to be cooperative, responsive, and comprehensive in their work. I appreciate their ability to help guide the project's programming and construction, providing solutions that have saved the City precious dollars without sacrificing quality."

Richard Gonzales
Project Manager
City of Riverside
La Sierra Senior Center

SUB-CONSULTANT KEY TEAM MEMBERS

Below are the main contacts for SVA's sub-consultant teams. More information on their background and experience can be provided if requested by the City.



JEFF MEITER, RCE, LS, Civil License: CA 64696
Lead Civil Engineer | [Valued Engineering, Inc.](#)

Mr. Meiter has worked directly for various City agencies as a project manager and has a diverse background in public works land development. He has over 25 years working directly with public agencies, both as a plan checker as well as processing numerous private and public developments, so he is very familiar with the local agency practices and procedures. He has reviewed all necessary construction documents for complete development of proposed sites.



PETER RAVENKAMP, P.E., S.E. Principal, Structural License: CA S6471
Principal Structural Engineer | [T&B Engineering Inc.](#)

Mr. Ravenkamp serves as the Lead Structural Engineer for the Firm and is responsible for overseeing the complete Design and Construction Phases for the company's projects. He has over 18 years of continuous practice in the field of Structural Engineering. Through his professional career he has structurally designed and managed an extensive list of projects that include Municipal, Institutional, Commercial, and Entertainment structures. Mr. Ravenkamp knows the importance of providing cost efficient and practical engineering solutions.



STEVEN JOHNSON, PE, Mechanical License: #M33209
Lead Mechanical Engineer | [Design West Engineering](#)

Mr. Johnson joined Design West Engineering in 2002 and now directs the Mechanical and Plumbing Department. He ensures that each project manager is maintaining the quality of design and level of service that Design West is known for. He manages and oversees mechanical and plumbing design teams of virtually every type and for every sector of the industry, including civic, municipal, healthcare, and industrial to name a few. Mr. Johnson also oversees the fire sprinkler design team, the commissioning and LEED consulting division.



RICHARD W. KRUMWIEDE, Landscape Architect License: CA#2834
Landscape Architect | [Architerra Design Group](#)

Mr. Krumwiede founded Architerra Design Group in 1991. He conducts design development and administration on a wide range of projects including: Municipal and Public agency projects, trails and open space planning, water conservation, plan-checking, and city wide streetscape HOA and community master plan design, park design, model homes, custom estates, schools, high density apartment and condominium developments, mid-rise commercial office building design, projects. Mr. Krumwiede will lead landscape efforts for this project.



ALLEN EVANS, Geotechnical License: #2060
Lead Geotechnical Engineer | [Inland Foundation Engineering, Inc.](#)

Mr. Evans is a registered geotechnical engineer with over 35 years of project experience. He has managed geotechnical engineering studies for hundreds of public and private developments throughout Southern California, including landmark hospitals, detention facilities, dams, freeways, athletic facilities, stadiums, and university buildings. Mr. Evans manages all of his projects with a client-oriented focus and a dedication to quality and responsiveness.



JOHN L. MORENO
Chief Estimator | [Sierra West Group](#)

Mr. Moreno leads the cost estimating efforts for Sierra West Consulting Group, Inc. He works closely with the entire team through each phase of the project to provide a series of successively refined estimates as the project scope is clarified to assure that the project remains within the budget parameters.

RELEVANT EXPERIENCE



City of Riverside La Sierra Senior Center Riverside, CA

This state-of-the-art facility is designed to function as a central meeting, recreation, and event space for an active senior community in the City of Riverside. La Sierra Senior Center was constructed using design-build delivery and includes a 5,300 sq. ft. banquet hall, complete with stage and full kitchen, as well as a designated shuttle drop-off/pick-up area, library, gymnasium, computer lab, billiard room, and indoor and outdoor lounge spaces. This vital clubhouse is integral to facilitating the vibrant social life of Riverside's senior community.

Contact: City of Riverside

Carl Carey, Services Director
T: 951.862.5952 | E: ccarey@riversideca.gov



City of Gardena Aquatics & Senior Center Gardena, CA

This community center will provide a variety of features that meets the needs of residents of all ages in an all-inclusive facility. The new facility will provide a wide range of opportunities for the public to enjoy aquatics programs using state-of-the-art design, equipment, and technology to ensure a clean environment with a focus on safety awareness at all times. The program for the project includes a new 25-yard eight-lane pool, diving bay, connected learner / fitness pool with ADA ramp, new bleachers & shade structures, exercise equipment, and a 12,000 sq. ft. building that will house locker rooms for the pool as well as senior activities.



Kamehameha Schools Community Learning Center Maili, HI

One of the most important investments that Kamehameha Schools is making on the Wai'anae Coast is the development of community learning centers. This project provides spaces for students and families to learn and grow and will serve as a venue for community programs to model innovative, collaborative and impactful services. Future phases plan for a fitness center, outdoor play fields, an aquatics center, community learning complex and other student and facility support services.



Delhi Community Center Santa Ana, CA

The project consists of a 23,000 sq. ft. community recreation center, with a 6,462 sq. ft. multi-purpose room as the hub of the complex. Additional meeting rooms and classrooms can be used for outside organizations and programs such as adult education and computer labs. A health center provides outreach services with blood pressure screenings and prenatal care. Other key facilities include a mini-gym, handball courts, automotive and technology rooms, and a 2,283 sq. ft. of cultural arts courtyard. Over 9,888 sq. ft. of office and administrative functions complete the Delhi Center building space.

RELEVANT EXPERIENCE



City of Cupertino Library Expansion

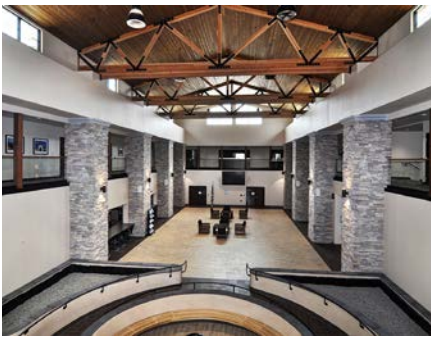
Cupertino, CA

The Cupertino Library expansion involves the demolition of the existing single-story 1,175 sq. ft. Children's Book Area and replacing it with a new two-story 5,626 sq. ft addition that will connect to the existing Library structure. A new multipurpose Program Room will house a presentation space with a minimum of 130 seats as well as additional spillover seating. Space flexibility will be achieved with rooms that can be divided and used for multiple programs simultaneously. Also included are a kitchenette, gender-neutral restrooms on each floor, as well as janitorial closets and general storage rooms.

Contact: City of Cupertino

Susan Michael, Project Manager

T: 408.777.1328 | E: susanm@cupertino.org



City of La Habra Civic Center Renovation/Expansion

La Habra, CA

After outgrowing their old civic center, the City of La Habra partnered with SVA to convert an existing business complex into a spacious and modern 21st century civic center. The modernized and more sustainable facility provides a space for residents and employees to do business as well as the capacity to conduct large community events and private functions. One of the key design features of the new City Hall is the transformation of the exterior courtyard to an enclosed atrium-style lobby, filled with natural light, this now serves as the central hub.



City of Moreno Valley Civic Center Amphitheater

Moreno Valley, CA

The new amphitheater will provide seats in an open-air venue with an architectural style that responds to the adjacent civic center. The project is articulated by a translucent precast Kalwall band shell that focuses sound to the audience and, when lit up at night, serves as a glowing beacon of cultural activity. The ADA accessible stage features a large 9' x 16' LED screen that facilitates movie nights and serves as a backdrop for concert performances. The amphitheater will be served by approximately 360 parking spaces.



County of LA, La Puente Enhanced One-Stop Development Center

La Puente, CA

The current site houses vital county services including the Department of Public Works, Department of Regional Planning, and the Building & Safety Division in an aging building. The new One-Stop Development Center will comprise the construction of a new building and the demolition of the old one. The new building is a one-story 7,500 sq. ft. building with public queuing/waiting spaces interactive application workstations, and public restrooms. It will also include staff offices, open workstations, conference rooms, and a staff lunch area.

RELEVANT EXPERIENCE



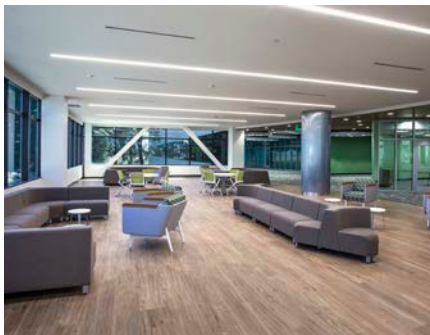
Moreno Valley College School of Public Safety

Riverside, CA

The new building serves as a keystone for ongoing growth and expansion of the Ben Clark Training Center. This facility is jointly shared by Riverside Community College District and the Riverside County Sheriff's Department and is a pillar of public safety education in the Inland Empire for years to come. The new building features training space, student services, a centralized location for MVC administrative operations, general lecture classrooms as well as flexible classrooms, and various laboratories.

Contact: Riverside Community College District

Bart Doering, Facilities Development Director
T: 951.222.8962 | E: bart.doering@rccd.edu



IEHP Learning & Training Center Tenant Improvements

Rancho Cucamonga, CA

The project consists of office tenant improvements and exterior/landscaping renovations. The interior tenant improvements consisted of a center for learning and innovation, in addition to a wellness and workout room. IEHP's objective is to provide a dedicated space for non-department specific company training and development such as leadership trainings, provider meetings, certification programs, orientations, community meetings, retreats, and college course classes. IEHP also promotes and encourages employee health and wellness education.



Edward C. Little Water Recycling Facility Renovation

El Segundo, CA

SVA worked with West Basin Municipal Water District on this 9,100 sq.ft. building. This project re-envisioned the visitor center experience with a reconfiguration of the existing large conference room; construction of new large divisible meeting/conference room, restrooms and storage rooms; remodeling of the reception and front office space area; and relocation of the control room. A key design component is a multi-purpose visitor center/exhibit room that includes interpretive exhibits. These new exhibits have been created to showcase the designer waters being produced for the petroleum industry.



UCPath Center – First & Second Floor Improvements

Riverside, CA

SVA worked with the University to provide tenant improvements to the PATH Building. Efficiency was a key factor in the design. The proposed design facilitates bringing natural light, creating a warm and welcoming environment to enhance work space. All interior offices were provided with generous sidelights. Assignable square footage has been maximized through the use of double acting circulation paths that provide access to multiple functions at once, such as private offices and workstation areas. The project is also LEED Gold Certified.

4. STAFFING PLAN

STAFFING PLAN & AVAILABILITY

STAFFING PLAN

For this project, we have assigned the following personnel to this task which includes **Robert Simons** as the Partner-In-Charge and Architect of Record, **Doug Brown** as Sr. Project Manager, **Mel Tan** as the Sr. Project Designer, **Robert Puleo** as the Interiors / FF&E Specialist, **Dean Hawkins** as Sustainable Lead, **Atosa Dehsaraei** as Project Architect, **David Forman** as QAQC Director, and **Judy Cheng** as the Project Coordinator.

Our proposed senior staff have been working together for over 16 years – Robert S., Doug, Mel, Robert P., David and Judy. SVA understands the importance of having staffing continuity for the entirety of a project; we strive to keep the same team members from project start to project completion. In the occasion of the need of switching out of staff, we will inform the City as soon as possible, acknowledging that the City has the right to approve that team member's replacement.

Our sub-consultant team, which also thoroughly understands the requirements needed for this project, will consist of **Valued Engineering, Inc.** for Civil engineering services, **T&B Engineering Inc.** for Structural engineering, **Design West Engineers** which will provide MEP, Fire Life/Safety, and Technology services, and **Architerra Design Group** for Landscape design services. Along with these teams, we have brought on **Inland Foundation Engineering, Inc.** for Geotechnical services and **Sierra West Group** to provide accurate Cost Estimates throughout the entire process. They will be supported by additional team members where necessary. These consultants have worked with SVA on many previous assignments over the years, including the City of Riverside La Sierra Senior Center and the Moreno Valley College School of Public Safety, and are very familiar with how to work within the SVA approach. Our teaming history and experience will be advantageous towards this project and accelerating the process at certain milestones.

AVAILABILITY

SVA currently has approximately 30% of our workload in the design phase, with the remaining in the construction document phase or under construction. While the firm has many projects both kicking off and closing out, this workload will not overshadow our commitment to deliver quality and responsiveness to the City.

Our firm has the resources of over 60 professional staff members to provide all necessary and required architectural and planning services to the City. Moreover, SVA can accommodate and respond to any magnitude of schedule change; depending on project phase, we will assign additional staff accordingly and ask our consultants to do the same. Our proposed key team members will be able to serve the City and balance their workload with any other commitments throughout the agreement term.

APPROACH TO BUDGET & SCHEDULE CONTROL

COST CONTROL

Cost control is a constant goal of management and is placed as a permanent item on the project meeting agendas. Our team keeps up-to-date records of building system costs for its past and current assignments in an effort to monitor the costs of construction. During the initial design phases, we meet extensively with the project team members, vendors, and manufacturers to determine new ways of maximizing the value of our design within the budget constraints. Discussions are recorded in objective detail and transmitted to the appropriate parties involved in the action. We actively participate in maintaining the project budget, and our experience from past assignments has proven invaluable in obtaining the maximum value and quality for every construction dollar spent.

SCHEDULE CONTROL

For schedule control, we establish a detailed work plan at the start of each phase indicating the major tasks and milestones to be accomplished by each team member. This schedule is used to track the progress of design and construction throughout the assignment. We maintain a continuous communication with our clients, focusing on the important design, cost, and schedule issues to ensure both technical accuracy and timeliness of delivery. This is invaluable in fostering a team spirit for successful project completion. With the firm's and key members' decades of community and civic project experience, the SVA Team has an excellent understanding of what it takes to provide a realistic and efficient project schedule. We have decades of experience and have sustained good relationships with relevant governmental agencies.

5. WORK PLAN & SCHEDULE

PROPOSED WORK PLAN

SVA has created the following work plan identifying tasks that we believe are required for the project: Throughout the course of the project, we will schedule/hold/manage meetings with the project team on a bi-monthly basis and will provide additional meetings as required by the project phase and schedule, including meetings with utility providers. SVA will prepare/distribute agendas and minutes. Within fifteen days of the awarding of the assignment, SVA will prepare and submit a project schedule identifying key milestone dates along with a QA/QC plan for the City's review and approval. Project schedules will be updated monthly and shall be submitted for City review, noting any modifications.

PROJECT ASSESSMENT AND PROGRAMMING VERIFICATION

Task #1 – Kick-Off Meeting

We will conduct an initial Kick-Off Meeting to understand the intent and scope of the project, the personnel to be involved, the reporting criteria and the schedule for the project. We will discuss any previous conceptual planning and programming documentation, if any, as well as any site studies, information or building reports to gain a better understanding of the project history. We will also review the proposed meeting schedule and will discuss which meeting should be conducted in-person and which can be virtual, online meetings. SVA will provide milestone review meetings during the Schematic Design phase, the Design Development phase, and at the 65% and 90% completion phase of the Construction Documents. SVA will provide PowerPoint presentations to the City Council, as required.

Task #2 – Site and Building Analysis (Concurrent with Task #3)

For our first step our team of dedicated architects and consultants will review any reports and assessments previously prepared by the City concerning the existing condition of the site and will confirm these findings thorough an on-site examination. We will review existing utility connections, site access, drainage, and parking, including ADA access. At the conclusion of this phase we will provide the City with a written and photographic site analysis that documents our findings and our recommendations for any items which may not have been previously addressed and may impact the development of the project moving forward. SVA will also document hazardous materials not previously identified to be abated.

Task #3 – Programming

One of our first step will be to engage with user groups, administration personnel, and maintenance operations staff to gain a complete understanding of the design intentions for the project, the parameters governing the project and the requirements for long term use and maintenance. This engagement will be through interviews with the key stakeholders. At the conclusion for this phase, SVA will confirm the program, anticipated square footages, and their adjacencies.

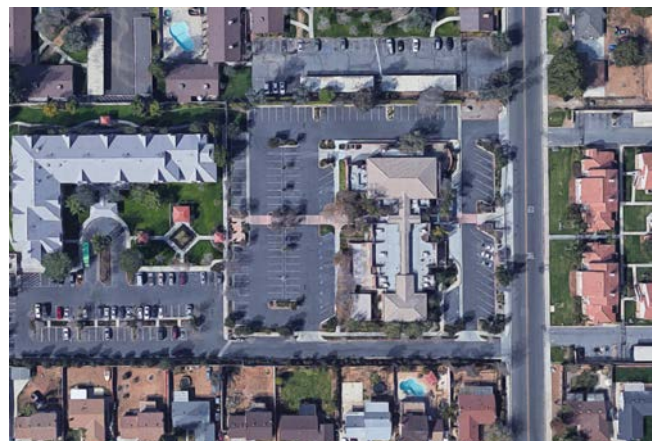
SCHEMATIC DESIGN

Task #4 – Block Planning

Upon review and acceptance of the project assessment and analysis report, and upon approval of the final project program, SVA will create one or more alternate block plans based upon our review of the existing conditions and our understanding of the program.

Task #5 – Space Planning

Once a preferred planning direction has been established, SVA will create more detailed space plans derived from the blocking plans that will be suitable to be priced by a cost estimator. These plans will exhibit all building functions, will describe major points of egress and exit, accessible paths of travel and will define any public accessible areas versus staff areas.



Task #6 – Interior Design

SVA will provide alternate initial recommendations for interior project finishes, wall treatments, cabinetry and counter materials, ceiling and door finishes. SVA will prepare a Schematic Design package of drawings illustrating all space plans, the location and outline specification of interior finishes and treatments and preliminary lighting and power diagrams. Additionally, SVA will provide outline specifications for proposed energy efficient HVAC, electrical and plumbing systems, as well as security, communication and information technology systems. Our package will also address structural recommendations for the construction of the project. We will issue these documents for City review and pricing by an outside cost estimator.

As a part of SVA's schematic design services, we will investigate the potentials for achieving LEED certification level if desirable (LEED certification is additional service). SVA will review these options with the City to determine which, will be pursued for the project and will develop the project to meet the proscribed goal, including meeting the desired level without certification. At the conclusion of the Schematic Design phase, SVA will review the completed conceptual design package with the City to receive their final comments and will provide final modifications as requested.

Task #7 – Cost Estimating

For the Schematic Design package SVA will consult with independent City approved cost estimators. We review the project in greater detail with the cost estimators to gain an understanding of project costs based on current construction pricing and predicted cost escalations and will include estimates for FF&E items. Upon completion of this work, SVA will prepare a detailed cost estimate for the project, including potential cost escalations. SVA will meet with the City to review the pricing analysis and will create a final summary report, including any modifications requested by the City.

DESIGN DEVELOPMENT**Task #8 – Design Development Drawings**

Upon approval of the final Conceptual/Schematic Design package, budget estimate and schedule, SVA will prepare design development drawings identifying all items to be constructed and purchased so that a final budget estimate can be determined. The three-dimensional character of the building and interior spaces will be further developed in greater detail including the final selection of exterior materials and interior finishes, light fixtures, cabinetry, furnishings, and upholstery. The document package will include site demolition drawings, mechanical design intent drawings, structural drawings, electrical and fire alarm drawings indicating the extent of work to be performed for the new addition and for the existing building. SVA will investigate the opportunities for solar power and other sustainable design features. SVA will prepare a preliminary furniture budget and schedule based on the approved interior space plans. Upon approval of the design direction and the submitted pallet of materials and upholstery, SVA will prepare a records furniture materials board. SVA will review this package with the City to ensure that all design elements have been identified and exhibited properly in a manner that allows the nature of the design to be readily conveyed and priced.

Task #9 – Cost Estimating Updates

SVA will engage the City approved cost estimators to verify that the design conforms to the previously prepared budget guidelines. If the design exceeds the project budget, SVA will assist the City in determining areas to be modified and will revise the documents accordingly.

CONSTRUCTION DOCUMENTS & PLAN CHECK**Task #10 – Construction Documents/Specifications**

SVA will prepare construction documents and specifications suitable to convey the design intent of the project and to obtain a building permit based on the approved Design Development Document Package. Developed and dimensions plans, sections, elevations and details will be prepared to adequately convey the design direction to contractors and fabricators. Structural, mechanical, electrical, plumbing and information technology construction drawings will be included in the package. Electronic copies of all drawings will be made available. A specifications manual describing the construction process, standards and products will accompany the construction drawings and will be available in MS Word format and PDF and shall follow the latest CSI format. SVA will review any City provided general boiler plate and project specific specifications previously prepared and will include within SVA's specifications manual, as appropriate, including any updates or revisions required for the project.

SVA will be responsible for the technical correctness, code compliance and internal document coordination of the project construction documents and will submit review sets of the Construction Document package for City review.

Task #11 – Furniture Documentation

SVA will work with a City approved furniture dealer to prepare specifications for new furnishings to be purchased under CMAS, US Communities or other GSA approved purchasing agreements to supplement any existing furnishings/systems to be relocated. If a multiple bid process is required, SVA will assist the City in preparing and reviewing furniture bid packages.

Task #12 – Final Cost Estimating

At 95% completion of the Construction Documents, SVA will submit the package to a City approved independent cost estimator for a pricing review to verify that the final design conforms to the approved project budget. SVA will perform a value analysis of the project. If the design is not in alignment with the project budget, SVA will meet with the City to discuss value engineering and will modify the documents, as required. Throughout construction SVA will continue to monitor the budget to verify that the project is completed within the available budget. SVA will participate in the preparation and/or compliance of project funding, as requested.

Task #13 – Plan Check

SVA will submit the completed Construction Document package to the City's project manager and to all governmental agencies having jurisdiction over the project for review and comment. SVA will respond to any requested governmental comments and requests required to obtain a final project approval.

BIDDING & CONSTRUCTION ADMINISTRATION**Task #14 – Project Bidding**

SVA will assist in the preparation, dispersal and review of bid packages. Bid documents shall include all architectural floor plans, sections, elevations, renderings, and calculations required for structural, civil, mechanical, HVAC and Fire/Life/Safety systems, power, electrical lighting, utilities, computer related wiring and/or special arrangements and fixtures, landscape layouts, landscaping, irrigation, site lighting and security specifications.

Should the City decide to bid project furnishings instead of procuring them independently, separate bid documents will be prepared for public bid and will include floor plan layouts, an FF&E matrix and outline specifications required to achieve multiple bids. The bid documents will be prepared to a level required to obtain a building permit and shall comply to all local, State and Federal applicable codes, including the State of California Energy Savings and ADA. SVA will also provide the additional optional bid services identified in the RFP, if requested by the City.

Task #15 – Construction Administration

SVA will provide ongoing consultation during construction, including but not limited to: attending pre-construction meetings, reviewing and authorizing substitution requests, attending weekly City/Architect/Contractor meetings, responding to requests for information, issuing design bulletins as necessary, reviewing submittals, providing peer review of the construction deliverables, providing clarification relating to the intent of the documents, reviewing pay applications and change order requests and providing additional related services, as required.

SVA will be available to the City and the selected furniture dealer to answer questions and provide clarification of the interior design intent throughout the ordering phase of the project. SVA will review furniture submissions and any related installation drawings. SVA will assist the City in coordinating the efforts of the furniture dealer with the City's general contractor with regard to electrical requirements and move strategy, including any phased occupancies.

PROJECT CLOSE-OUT**Task #16 – Project Close-Out**

Upon completion of construction and the installation of FF&E items, SVA will provide a punchlist walk-through identifying missing items, defective items and items in need of replacement regarding the construction of the site development, building exterior, building interior and furniture and fixtures provided for the project. SVA will coordinate with the City's general contractor to provide commissioning services to verify that the punchlist has been completed, that systems are fully operational, and that the City is provided with a complete manual of warranties and conditions for operation. During construction to the final project close-out, SVA will offer additional optional services as addressed by the RFP and will provide separate fees for these services.

PROPOSED SCHEDULE

Based on the information provided in the RFP and the site walk, we generated the following preliminary schedule for your review. The proposed dates are tentative and can be adjusted to align with the City's needs.

TASKS	PROPOSED TIMELINE	DURATION
Contract Award / Agreement Executed	April 2023	-
Project Commence (Task #1) <ul style="list-style-type: none"> ■ Kick-off Meeting 	May 1, 2023	1 Day (Kick-off)
Assessment & Investigations / Programming (Tasks #2 - #3) <ul style="list-style-type: none"> ■ Assessment of Existing Conditions ■ Review Existing Documentation ■ Verify Utility Constraints and Explore Options ■ Confirm Program/Scope with Project Stakeholders 	May 1, 2023 to May 31, 2023	1 Month
Schematic Design (Tasks #4 - #7) <ul style="list-style-type: none"> ■ Develop SD Level Plans and Basis of Design ■ Develop SD Level Cost Estimate ■ City to Review SD Package (1 Week Included) 	June 1, 2023 to July 15, 2023	1 ½ Months
Design Development (Tasks #8 - #9) <ul style="list-style-type: none"> ■ Develop DD Level Plans and Specifications ■ Develop DD Level Cost Estimate ■ Page-Turn & City to Review DD Package (2 Weeks Included) 	July 16, 2023 to September 15, 2023	2 Months
Construction Documents (Tasks #10 - #12) <ul style="list-style-type: none"> ■ Develop CD Level Plans and Specifications ■ Develop CD Level Cost Estimate ■ Prepare CD for Plan Check Submittal ■ Page-Turn & City to Review CD Package (2 Weeks Included) 	September 16, 2023 to December 15, 2023	3 Months
Plan Check & Approval (Task #13) <ul style="list-style-type: none"> ■ Submit completed Construction Document package to the City ■ Prepare and obtain final approval of the project. 	January 2024 to March 2024	2 Months
Bid Phase (Task #14) <ul style="list-style-type: none"> ■ Submit to Required Governmental Agencies ■ Obtain Final Approval ■ Conduct Bid Walks, Provide RFI Support, etc. ■ Assist City in Analyzing Bids ■ City Award Contract to Selected GC 	Mid March 2024 to Mid June 2024	3 Months (Advertisement, Bid, Award)
Construction Administration & Project Close-out (Tasks #15 - #16) <ul style="list-style-type: none"> ■ Attend Construction Meetings ■ Review RFI, Submittals and Shop Drawings ■ Provide Change Order Review and Negotiations ■ Conduct Project Closeout Services ■ Move-in 	July 2024 to December 2024	6 Months (TBD by City and Selected GC)

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

6. QUALITY CONTROL & ASSURANCE

QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES

The SVA team firmly believes it is the responsibility of all project team members to maintain the highest quality of standards for all project documentation at all times. This is a commitment and work philosophy that the SVA team takes very seriously and is at the core of each assignment we undertake. Every project is reviewed by the project manager as well as SVA's QA/QC Director (David Forman, AIA) who provides a fresh set of eyes to both architectural and engineering drawings; David has over 30 years of civic project experience.

Reviews are built into the project schedule at the kickoff meeting, and deadlines are established for all responses. We have a series of three design phases for most projects set in our project schedule that we issue to the owner. This starts with Schematic Design, Development and ends with the Construction Document phase. Within each phase there is a 50% and a 100% submittal and page turn meeting. For the CD phase there is usually 2 submittals and a final 100% set that is reviewed right before submittal to the plan review agency. In addition, page turns are scheduled at the completion of Design Development and Construction Document stages to review scope and re-confirm design intent with the client.

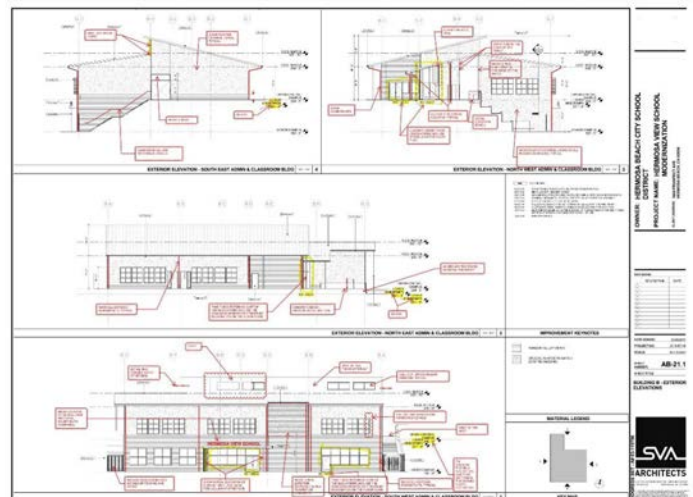
CONSULTANT COORDINATION

In addition to this, SVA will prepare a detailed schedule and budget for this project at inception. The project manager will monitor work completed to date against the schedule biweekly. At this time, he will also utilize a budget report to check expenditures against schedule and budget. We set up procedures to coordinate with consultants from the outset when the contract is developed, establishing the baseline on how the coordination will occur. The project manager will prepare a status report to be submitted to the City with monthly milestones. The manager will also indicate on the schedule milestone meeting with the architect's consultants for review and approval. Each consultant is required to respond to a detailed quality review of their documents. This procedure is necessary to prevent conflicts between trades and to eliminate conflicts under construction.

SVA QA/QC ASSETS

Outlined below are the assets that the SVA team brings to the QA/QC process.

- **Revit Software** — The ability to effectively integrate BIM is a significant part of SVA's Quality Assurance effort. The nature of the software allows our team to spend time more efficiently on design ideas and technical implementation, eliminating many of the manual procedures that exist in traditional CAD processes in preparing documents.
- **Training** — The SVA team utilizes an ongoing internal training program to remain current in methodologies and standards. We publish these standards internally, distribute them through our intranet, and review them with our teams.
- **Document Delivery Checklists** — During the design process, the SVA team incorporates tracking documents that monitor the status of deliverables and information required as part of the drawings at major project milestones.
- **Detail Standards** — We have established multiple standard detail and project note sheets outlining essential information that is consistent from project to project, addressing accessibility, life-safety and building code requirements.
- **Library of Project References** — Throughout the years, SVA has compiled a vast library of projects documented and constructed that are available for our staff to use as references, which are used at our regular internal training sessions.



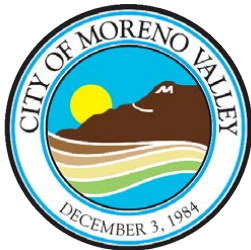
7. ADDITIONAL RELEVANT INFORMATION

SUSTAINABLE DESIGN EXPERIENCE



- 1. UC Irvine Verano Place **5 LEED Platinum Certifications**
- 2. County of Los Angeles Quartz Hill Library **LEED Gold**
- 3. Albany Middle School Annex **Zero Net Energy**
- 4. UC Riverside The Barn Renovation **LEED Silver**
- 5. Alameda County Juvenile Justice Center **LEED Gold**
- 6. UC Davis The Ramble at West Village **LEED Platinum**
- 7. Port of Los Angeles Police Headquarters **LEED Gold**
- 8. Allan Hancock College Public Safety Education Complex **LEED Silver**

REFERENCES



City of Moreno Valley
 25180 Santiago Dr, Moreno Valley, CA 92551
Patti Solano, Director of Parks & Community Services
 T: 951.413.3280 | E: pattis@moval.org

City of Moreno Valley Civic Center Amphitheater
 In 2016, the City of Moreno Valley adopted a strategic plan known as “Momentum Moval” to expand cultural and recreational opportunities. As part of this, SVA created the new 500-600 seat civic center amphitheater, which is anticipated to host 75-100 events a year and will serve as the city’s premier performance venue.



Orange County Public Works
 601 N Ross St, Santa Ana, CA 92701
Cecelia Varela, Manager
 T: 949.266.7286 | E: cecelia.varela@ocparks.com

OCPW Various Projects (On-Call)
 SVA is currently providing services for eight of OCPW’s projects, among which are a park shelter replacement, an amphitheater remodel, multiple library modernizations and furniture specifications for all branches, juvenile hall security camera upgrade and the master plan for the Dana Point Harbor revitalization.



West Basin Municipal Water District
 1935 S Hughes Way, El Segundo, CA 90245
Kevin Cullen, Water Resources Engineer
 T: 310.660.6259 | E: KevinC@westbasin.org

Water Recycling Facility/Visitor’s Center
 The project includes reconfiguration of the existing large conference room; construction of new large divisible meeting/conference room, restrooms, and storage rooms; remodeling of the reception and front office space area; and relocation of the control room.

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

8. REQUIRED STATEMENTS

STATEMENTS

1. SVA will see that this RFP shall be incorporated in its entirety as a part of the its Proposal.
2. SVA agrees that this RFP and the our Proposal will jointly become part of the Agreement for Professional Consultant Services when said Agreement is fully executed by the Consultant and City of Moreno Valley.
3. SVA provided services and fees will be in accordance with the City's RFP except as otherwise specified in our proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. SVA Architects does not have any additions or exceptions to the City's Request for Proposal.
5. SVA has provided a statement of qualifications for the City to review for professional consultant services for this project. SVA acknowledges that 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. SVA acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services.
7. SVA has provided a resource allocation matrix for the City to review.
8. SVA acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for SVA's services is for a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses.
10. SVA will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. SVA has provided a copy of its hourly rate schedule (which is included in the Cost Proposal) and can be used in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. SVA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. SVA 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 the proposed services. All relevant records shall be retained for at least three years.
15. SVA shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision," and State of California prevailing wage rates, respectively.
16. SVA shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. SVA 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.

9. CERTIFICATE

Attachment B

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)

Robert M. Simons, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Partner & President of
(title of the person signing this form)

SVA Architects, 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: Robert M. Simons
(name of the person signing this form)

Title: Partner & President
(title of the person signing this form)

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR



www.sva-architects.com



Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

EXHIBIT C**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ 399,078.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the Public Works Director/City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Capital Projects staff at Techinfo-capproj@moval.org
Invoicing questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.



CITY OF MORENO VALLEY

Request for Proposals

Professional Architectural & Engineering Design Consulting Services

Moreno Valley Senior Center Expansion

Project No. 803 0057

Proposal Due Date: February 28, 2023 at 2:00PM



“COST PROPOSAL”

Submitted by:

SVA ARCHITECTS, INC.

6 Hutton Centre Drive, Suite 1150

Santa Ana, CA 92707

T: 949.809.3380

www.sva-architects.com



Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

COST PROPOSAL

Based on the RFP and the mandatory site walk, our project understanding, and our team’s experience with similar projects, our total proposed fee is Three Hundred Ninety-Nine Thousand and Seventy-Eight Dollars (\$399,078.00) for our base architectural and engineering (A/E) services, it’s also inclusive of some of the additional services typically not in the base cost, such as, Geotechnical Services, Cost Estimating, etc.

Our overall proposed fee includes the services of SVA as the Architect and Interior Designer, along with the key engineers and consultants as featured in our proposal: Civil Engineering, Structural Engineering, MEP Engineering, Technology, Fire Alarm, Fire Sprinklers, Landscape Design, Geotechnical Engineering, and Cost Estimating.

A fee summary table with the breakdown by key phases and disciplines/firms is provided below. On the following pages are further breakdown by each discipline/firm with subtasks, number of hours, and staffing rates identified.

SVA TEAM FEE SUMMARY

SVA Architects A/E Team Fee Proposal (Top Half)							
Project Tasks	SVA	Valued Eng.	T&B	Architerra	Inland Foundation	SWG	Fees
	Architect	Civil	Structural	Landscape	Geotech.	Cost Est.	
Task 1: Pre-Design & Project Management							
	\$8,460	\$5,495	\$4,416	\$1,620	\$7,178	\$0	\$27,169
Task 2: Construction Plans, Specifications and Estimates (PS&E)							
	\$128,680	\$9,905	\$32,206	\$9,295	\$1,070	\$14,000	\$195,156
Task 3: Bid Support Services							
	\$6,520	\$1,935	\$1,246	\$0	\$0	\$0	\$9,701
Task 4: Construction Support Services							
	\$36,040	\$4,105	\$7,132	\$3,000	\$1,370	\$0	\$51,647
Total Fees for Top Half:	\$179,700	\$21,440	\$45,000	\$13,915	\$9,618	\$14,000	\$283,673

SVA Architects A/E Team Fee Proposal (Bottom Half)							
Project Tasks	Design West Engineering						Fees
	Mech.	Plumbing	Electrical	Technology	Fire Alarm	Fire Sprink.	
Task 1: Pre-Design & Project Management							
	\$3,340	\$1,340	\$3,620	\$1,200	\$1,280	\$1,360	\$12,140
Task 2: Construction Plans, Specifications and Estimates (PS&E)							
	\$20,600	\$9,190	\$23,930	\$7,580	\$7,480	\$7,850	\$76,630
Task 3: Bid Support Services							
	\$1,400	\$740	\$1,740	\$680	\$580	\$520	\$5,660
Task 4: Construction Support Services							
	\$4,080	\$2,080	\$4,470	\$1,360	\$1,430	\$1,710	\$15,130
Total Fees for Bottom Half:	\$29,420	\$13,350	\$33,760	\$10,820	\$10,770	\$11,440	\$109,560

Fee Summary:		
Total A/E Fees for Tasks 1 to 4 (Top Half and Bottom Half)	Task 1: Pre-Design & Project Management	\$39,309
	Task 2: Construction Plans, Specifications and Estimates (PS&E)	\$271,786
	Task 3: Bid Support Services	\$15,361
	Task 4: Construction Support Services	\$66,777
(A) Total A/E Fees:		\$393,233
Additional Tasks Not Mentioned Above	(Services provided by Inland Foundation Engineering, Inc.)	Fees
1 Drilling Subcontractor		\$3,500
2 Laboratory Testing (Unit rate basis)		\$2,145
3 Field Vehicle and Testing Equipment		\$200
(B) Total for Additional Tasks:		\$5,845
(A + B) Grand Total of A/E Fees with Additional Tasks:		\$399,078

ASSUMPTION

With the approximate 4,000 square foot expansion and the restroom renovation, we are estimating this project to be in the \$2.6 million range for the construction budget. Should the construction cost to be significantly lower (or higher), SVA is willing to modify our proposed fee accordingly. We are happy to discuss our fee structure and flexible to adjust our fee to ensure that they are fair and competitive.

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

SVA Architects, Inc. - Architect & Interior Designer								
Project Tasks	Proposed Allocated Time							Fees
	Partner & Principal	Sr. Project Manager	Project Architect	Job Captain	Int. Tech. Designer	Jr. Tech. Designer	Admin.	
Hourly Rates:	\$225	\$195	\$175	\$155	\$125	\$100	\$75	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	4	6	6	0	0	0	0	\$3,120
2 Site Assessments/Survey & Review Existing Conditions	0	4	4	0	0	0	0	\$1,480
3 Conduct Programming Sessions w/Stakeholders	4	8	8	0	0	0	0	\$3,860
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	4	6	6	0	0	0	0	\$3,120
2 Develop Schematic Design Drawings and Spec. (30%)	8	18	18	24	24	24	8	\$18,180
3 Develop Design Development Drawings and Spec. (60%)	16	36	36	48	48	48	16	\$36,360
4 Develop Construction Documents Drawings and Spec. (90%/100%)	20	60	60	80	80	80	24	\$58,900
5 Develop Construction Estimates (SD/DD/CD) and Schedules	2	6	6	0	0	0	0	\$2,670
6 Submit and Obtain Building Department Approval	0	18	18	18	0	0	0	\$9,450
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	8	8	0	0	0	4	\$3,260
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	8	8	0	0	0	4	\$3,260
Task 4: Construction Support Services								
1 Attend Construction Meetings	6	30	30	0	0	0	0	\$12,450
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	30	30	30	0	0	16	\$16,950
3 Provide Project Close-out Services	0	8	8	16	0	0	16	\$6,640
Total Hours:	64	246	246	216	152	152	88	1,164
Total Fees:	\$14,400	\$47,970	\$43,050	\$33,480	\$19,000	\$15,200	\$6,600	\$179,700

Valued Engineering, Inc.								
Project Tasks	Proposed Allocated Time							Fees
	Jeff Meiter Project Mgr	Senior Engineer	Lead Civil	Design Engineer	CAD Drafter	2-man Survey	Admin	
Hourly Rates:	\$180	\$135	\$125	\$115	\$105	\$265	\$55	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	2	0	0	0	0	0	2	\$470
2 Site Assessments/Survey & Review Existing Conditions	2	1	2	4	4	12	4	\$5,025
3 Conduct Programming Sessions w/Stakeholders	0	0	0	0	0	0	0	\$0
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	2	0	0	0	0	0	2	\$470
2 Develop Schematic Design Drawings and Spec. (30%)	2	0	2	2	8	0	4	\$1,900
3 Develop Design Development Drawings and Spec. (60%)	2	1	2	4	16	0	2	\$2,995
4 Develop Construction Documents Drawings and Spec. (90%/100%)	2	1	3	4	12	0	4	\$2,810
5 Develop Construction Estimates (SD/DD/CD) and Schedules	2	0	0	0	2	0	2	\$680
6 Submit and Obtain Building Department Approval	4	0	0	0	0	0	6	\$1,050
Task 3: Bid Support Services								
1 Prepare Bid Documents	2	1	4	0	0	0	2	\$1,105
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	2	0	2	0	0	0	4	\$830
Task 4: Construction Support Services								
1 Attend Construction Meetings	2	0	4	0	0	0	4	\$1,080
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	3	0	3	0	4	0	8	\$1,775
3 Provide Project Close-out Services	2	0	2	0	4	0	4	\$1,250
Total Hours:	29	4	24	14	50	12	48	181
Total Fees:	\$5,220	\$540	\$3,000	\$1,610	\$5,250	\$3,180	\$2,640	\$21,440

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

T & B Engineering								
Project Tasks	Proposed Allocated Time							Fees
	President	Sr. Project Engineer	Jr. Project Engineer	Project Manager	Sr. Draftsperson	Jr. Draftsperson	Clerical	
Hourly Rates:	\$236	\$205	\$175	\$150	\$132	\$116	\$100	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	12	0	0	0	0	1	\$2,560
2 Site Assessments/Survey & Review Existing Conditions	0	0	0	0	0	16	0	\$1,856
3 Conduct Programming Sessions w/Stakeholders	0	0	0	0	0	0	0	\$0
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	4	0	4	0	0	0	\$1,420
2 Develop Schematic Design Drawings and Spec. (30%)	1	12	0	18	0	16	0	\$7,252
3 Develop Design Development Drawings and Spec. (60%)	1	12	0	18	0	16	0	\$7,252
4 Develop Construction Documents Drawings and Spec. (90%/100%)	1	20	0	35	0	20	1	\$12,006
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	0	0	0	0	0	0	\$0
6 Submit and Obtain Building Department Approval	1	8	0	16	0	0	0	\$4,276
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	0	0	0	0	\$0
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	1	2	0	4	0	0	0	\$1,246
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	0	0	0	0	0	0	\$0
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	2	32	0	0	0	0	1	\$7,132
3 Provide Project Close-out Services	0	0	0	0	0	0	0	\$0
Total Hours:	7	102	0	95	0	68	3	275
Total Fees:	\$1,652	\$20,910	\$0	\$14,250	\$0	\$7,888	\$300	\$45,000

Architerra Design Group								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Director of Design	Project Manager	Designer	CAD	Clerical		
Hourly Rates:	\$200	\$175	\$135	\$125	\$100	\$65	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	0	6	0	0	0	0	\$810
2 Site Assessments/Survey & Review Existing Conditions	0	0	4	0	0	0	0	\$540
3 Conduct Programming Sessions w/Stakeholders	0	0	2	0	0	0	0	\$270
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	0	9	0	0	0	0	\$1,215
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	1	3	4	0	0	\$910
3 Develop Design Development Drawings and Spec. (60%)	0	1	4	7	7	0	0	\$2,290
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	3	11	0	22	0	0	\$4,210
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	0	2	0	4	0	0	\$670
6 Submit and Obtain Building Department Approval	0	0	0	0	0	0	0	\$0
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	0	0	0	0	\$0
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	0	0	0	0	0	\$0
Task 4: Construction Support Services (Optional)								
1 Attend Construction Meetings	0	0	12	0	0	0	0	\$1,620
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	7	0	0	0	0	\$945
3 Provide Project Close-out Services	0	0	1	0	3	0	0	\$435
Total Hours:	0	4	59	10	40	0	0	113
Total Fees:	\$0	\$700	\$7,965	\$1,250	\$4,000	\$0	\$0	\$13,915

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

Inland Foundation Engineering, Inc. (IFE)								
Project Tasks	Proposed Allocated Time							Fees
	Principal Engineer	Principal Geologist	Project Engineer	Staff Geologist	Staff Geologist	Drafting	Clerical	
Hourly Rates:	\$180	\$180	\$150	\$146	\$110	\$85	\$85	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	0	0	0	0	0	0	\$0
2 Site Assessments/Survey & Review Existing Conditions	4	4	16	8	12	4	6	\$7,178
3 Conduct Programming Sessions w/Stakeholders	0	0	0	0	0	0	0	\$0
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	0	0	0	0	0	0	\$0
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	0	0	0	0	0	\$0
3 Develop Design Development Drawings and Spec. (60%)	0	0	0	0	0	0	0	\$0
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	0	6	0	0	0	2	\$1,070
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	0	0	0	0	0	0	\$0
6 Submit and Obtain Building Department Approval	0	0	0	0	0	0	0	\$0
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	0	0	0	0	\$0
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	0	0	0	0	0	\$0
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	0	0	0	0	0	0	\$0
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	8	0	0	0	2	\$1,370
3 Provide Project Close-out Services	0	0	0	0	0	0	0	\$0
Total Hours:	4	4	30	8	12	4	10	72
Total Fees:	\$720	\$720	\$4,500	\$1,168	\$1,320	\$340	\$850	\$9,618

Sierra West Consulting Group, Inc.								
Project Tasks	Proposed Allocated Time							Fees
	Chief Estimator	Title	Title	Title	Title	Title	Title	
Hourly Rates:	\$125	\$10	\$10	\$10	\$10	\$10	\$10	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	0	0	0	0	0	0	\$0
2 Site Assessments/Survey & Review Existing Conditions	0	0	0	0	0	0	0	\$0
3 Conduct Programming Sessions w/Stakeholders	0	0	0	0	0	0	0	\$0
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	0	0	0	0	0	0	\$0
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	0	0	0	0	0	\$0
3 Develop Design Development Drawings and Spec. (60%)	0	0	0	0	0	0	0	\$0
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	0	0	0	0	0	0	\$0
5 Develop Construction Estimates (SD/DD/CD) and Schedules	112	0	0	0	0	0	0	\$14,000
6 Submit and Obtain Building Department Approval	0	0	0	0	0	0	0	\$0
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	0	0	0	0	\$0
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	0	0	0	0	0	\$0
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	0	0	0	0	0	0	\$0
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	0	0	0	0	0	\$0
3 Provide Project Close-out Services	0	0	0	0	0	0	0	\$0
Total Hours:	112	0	0	0	0	0	0	112
Total Fees:	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0	\$14,000

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

Design West Engineering - Mechanical								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Senior Engineer	Project Manager	Designer	Drafter	Admin		
Hourly Rates:	\$240	\$220	\$170	\$130	\$110	\$90	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	2	0	4	0	0	0	0	\$1,160
2 Site Assessments/Survey & Review Existing Conditions	0	2	2	0	4	2	0	\$1,400
3 Conduct Programming Sessions w/Stakeholders	0	2	2	0	0	0	0	\$780
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	2	6	8	0	0	0	0	\$3,160
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	0	12	10	8	0	\$3,380
3 Develop Design Development Drawings and Spec. (60%)	0	0	6	10	8	0	0	\$3,200
4 Develop Construction Documents Drawings and Spec. (90%/100%)	2	3	6	24	20	0	0	\$7,480
5 Develop Construction Estimates (SD/DD/CD) and Schedules	2	3	6	0	0	0	0	\$2,160
6 Submit and Obtain Building Department Approval	0	0	0	6	4	0	0	\$1,220
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	0	0	8	0	\$720
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	4	0	0	0	0	\$680
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	0	3	0	0	0	0	\$510
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	1	7	8	0	0	\$1,960
3 Provide Project Close-out Services	0	0	1	6	6	0	0	\$1,610
Total Hours:	8	16	43	65	60	18	0	210
Total Fees:	\$1,920	\$3,520	\$7,310	\$8,450	\$6,600	\$1,620	\$0	\$29,420

Design West Engineering - Plumbing								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Senior Engineer	Project Manager	Designer	Drafter	Admin		
Hourly Rates:	\$240	\$220	\$170	\$130	\$110	\$90	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	0	2	0	0	0	0	\$340
2 Site Assessments/Survey & Review Existing Conditions	0	1	1	0	2	0	0	\$610
3 Conduct Programming Sessions w/Stakeholders	0	1	1	0	0	0	0	\$390
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	2	2	4	0	0	0	0	\$1,600
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	0	6	6	8	0	\$2,160
3 Develop Design Development Drawings and Spec. (60%)	0	0	2	6	4	0	0	\$1,560
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	1	2	12	10	0	0	\$3,220
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	1	1	0	0	0	0	\$390
6 Submit and Obtain Building Department Approval	0	0	0	2	0	0	0	\$260
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	0	2	2	0	\$400
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	2	0	0	0	0	\$340
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	0	4	0	0	0	0	\$680
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	3	0	5	0	0	\$1,060
3 Provide Project Close-out Services	0	0	2	0	0	0	0	\$340
Total Hours:	2	6	24	26	29	10	0	97
Total Fees:	\$480	\$1,320	\$4,080	\$3,380	\$3,190	\$900	\$0	\$13,350

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

Design West Engineering - Electrical								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Senior Engineer	Project Manager	Designer	Drafter	Admin		
Hourly Rates:	\$240	\$220	\$170	\$130	\$110	\$90	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	2	2	6	0	0	0	0	\$1,940
2 Site Assessments/Survey & Review Existing Conditions	0	1	3	0	2	0	0	\$950
3 Conduct Programming Sessions w/Stakeholders	0	1	3	0	0	0	0	\$730
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	2	4	16	0	0	0	0	\$4,080
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	4	20	14	8	0	\$5,540
3 Develop Design Development Drawings and Spec. (60%)	0	0	4	20	15	0	0	\$4,930
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	1	4	32	28	0	0	\$8,140
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	1	4	0	0	0	0	\$900
6 Submit and Obtain Building Department Approval	0	0	2	0	0	0	0	\$340
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	2	2	4	4	0	\$1,400
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	2	0	0	0	0	\$340
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	3	6	0	0	0	0	\$1,680
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	3	4	0	6	0	0	\$2,000
3 Provide Project Close-out Services	0	0	2	0	0	5	0	\$790
Total Hours:	4	16	62	74	69	17	0	242
Total Fees:	\$960	\$3,520	\$10,540	\$9,620	\$7,590	\$1,530	\$0	\$33,760

Design West Engineering - Technology								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Senior Engineer	Project Manager	Designer	Drafter	Admin		
Hourly Rates:	\$240	\$220	\$170	\$130	\$110	\$90	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	0	2	0	0	0	0	\$340
2 Site Assessments/Survey & Review Existing Conditions	0	0	1	4	0	0	0	\$690
3 Conduct Programming Sessions w/Stakeholders	0	0	1	0	0	0	0	\$170
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	0	4	0	0	0	0	\$680
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	2	8	0	0	0	\$1,380
3 Develop Design Development Drawings and Spec. (60%)	0	0	2	8	0	0	0	\$1,380
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	0	2	18	0	0	0	\$2,680
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	0	2	6	0	0	0	\$1,120
6 Submit and Obtain Building Department Approval	0	0	2	0	0	0	0	\$340
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	2	0	0	0	0	\$340
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	2	0	0	0	0	\$340
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	0	3	0	0	0	0	\$510
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	3	0	0	0	0	\$510
3 Provide Project Close-out Services	0	0	2	0	0	0	0	\$340
Total Hours:	0	0	30	44	0	0	0	74
Total Fees:	\$0	\$0	\$5,100	\$5,720	\$0	\$0	\$0	\$10,820

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

Design West Engineering - Fire Alarm								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Senior Engineer	Project Manager	Designer	Drafter	Admin		
Hourly Rates:	\$240	\$220	\$170	\$130	\$110	\$90	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	1	1	0	0	0	0	\$390
2 Site Assessments/Survey & Review Existing Conditions	0	1	1	0	1	0	0	\$500
3 Conduct Programming Sessions w/Stakeholders	0	1	1	0	0	0	0	\$390
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	2	3	0	0	0	0	\$950
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	1	11	6	3	0	\$2,530
3 Develop Design Development Drawings and Spec. (60%)	0	0	1	6	6	0	0	\$1,610
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	1	1	6	6	0	0	\$1,830
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	1	1	0	0	0	0	\$390
6 Submit and Obtain Building Department Approval	0	0	1	0	0	0	0	\$170
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	1	1	1	0	0	\$410
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	1	0	0	0	0	\$170
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	1	2	0	0	0	0	\$560
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	0	1	0	4	0	0	\$610
3 Provide Project Close-out Services	0	0	1	0	0	1	0	\$260
Total Hours:	0	8	17	24	24	4	0	77
Total Fees:	\$0	\$1,760	\$2,890	\$3,120	\$2,640	\$360	\$0	\$10,770

Design West Engineering - Fire Sprinklers								
Project Tasks	Proposed Allocated Time							Fees
	Principal	Senior Engineer	Project Manager	Designer	Drafter	Admin		
Hourly Rates:	\$240	\$220	\$170	\$130	\$110	\$90	\$0	
Task 1: Pre-Design & Project Management								
1 Facilitate Meetings and Project Coordination	0	2	0	0	0	0	0	\$440
2 Site Assessments/Survey & Review Existing Conditions	0	2	0	2	0	0	0	\$700
3 Conduct Programming Sessions w/Stakeholders	0	1	0	0	0	0	0	\$220
Task 2: Construction Plans, Specifications and Estimates (PS&E)								
1 Facilitate Meetings and Project Coordination	0	8	0	0	0	0	0	\$1,760
2 Develop Schematic Design Drawings and Spec. (30%)	0	0	0	11	0	0	0	\$1,430
3 Develop Design Development Drawings and Spec. (60%)	0	0	0	10	0	0	0	\$1,300
4 Develop Construction Documents Drawings and Spec. (90%/100%)	0	4	0	14	0	0	0	\$2,700
5 Develop Construction Estimates (SD/DD/CD) and Schedules	0	3	0	0	0	0	0	\$660
6 Submit and Obtain Building Department Approval	0	0	0	0	0	0	0	\$0
Task 3: Bid Support Services								
1 Prepare Bid Documents	0	0	0	2	0	0	0	\$260
2 Provide Bid Support: Site Walk, Clarifications, Addenda, etc.	0	0	0	2	0	0	0	\$260
Task 4: Construction Support Services								
1 Attend Construction Meetings	0	4	0	0	0	0	0	\$880
2 Provide CA Services: Review RFIs, Submittals, Shop Dwgs, Change Order	0	2	0	0	0	0	0	\$440
3 Provide Project Close-out Services	0	0	0	3	0	0	0	\$390
Total Hours:	0	26	0	44	0	0	0	70
Total Fees:	\$0	\$5,720	\$0	\$5,720	\$0	\$0	\$0	\$11,440

Attachment: Agreement for AE Design Services With SVA Architects Inc (6211 : AUTHORIZATION TO AWARD AN AGREEMENT FOR

HOURLY RATES

SVA ARCHITECTS, INC. (Architectural)

Partner/Principal	\$225
Sr. Project Architect/Manager	\$195
Senior Designer / Planner	\$195
Project Architect / Manager	\$175
Designer / Planner	\$175
Job Captain	\$155
Intermediate Designer	\$125
Junior Technical Designer	\$100
Clerical Staff	\$75

VALUED ENGINEERING, INC. (Civil)

Principal	\$180
Senior Civil Engineer	\$135
Lead Civil Engineer	\$125
Design Engineer	\$115
CAD Drafter	\$105
Two-person survey party	\$260
Admin	\$75

T&B ENGINEERING INC. (Structural)

President	\$236
Senior Project Engineer	\$205
Junior Project Engineer	\$175
Project Manager	\$150
Sr. Structural Draftsperson / BIM	\$132
Jr. Structural Draftsperson / BIM	\$116
Clerical	\$100

DESIGN WEST ENGINEERING (MEP)

Principal	\$240
Senior Engineer	\$220
Project Manager	\$170
Designer	\$130
Drafter	\$110
Admin	\$90

ARCHITERRA DESIGN GROUP (Landscape)

Principal	\$200
Director	\$175
Project Manager	\$135
Landscape Designer	\$125
CAD Draftsman	\$100
Clerical	\$65

INLAND FOUNDATION ENGINEERING, INC. (Geotechnical)

Principal Engineer	\$180
Principal Geologist	\$180
Project Engineer	\$150
Staff Geologist	\$110
Drafting	\$85
Clerical	\$85

SIERRA WEST CONSULTING GROUP, INC. (Cost Estimating)

Chief Estimator	\$125
-----------------	-------

REIMBURSABLE EXPENSES

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services.



www.sva-architects.com



EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: April 4, 2023

TITLE: ROAD CLOSURE FOR SOUTHERN CALIFORNIA AIR SHOW

RECOMMENDED ACTION

Recommendation:

1. Authorize the road closure of the following streets between the hours of 6:00 a.m. and 8:00 p.m. on April 22 and 23, 2023 for the purpose of controlling traffic for the Southern California Air Show at March Field:
 - a. Elsworth Street between Alessandro Boulevard and Cactus Avenue
 - b. Veterans Way between Alessandro Boulevard and Cactus Avenue
 - c. Frederick Street between Alessandro Boulevard and Cactus Avenue

SUMMARY

The Southern California Air Show at March Field will take place on April 22 and 23, 2023, from 8:00 a.m. to 4:30 p.m. Moreno Valley Police Department is requesting City Council authorize the recommended road closures to control traffic during the Air Show. The road closures will start at 6:00 a.m. and end about 8:00 p.m. on both days. The closures will allow one-way traffic flow to and from the Base.

Based on past years, the Moreno Valley Police Department and the Transportation Division recommend the closure of the recommended streets to allow sufficient time for safe passage before, during, and after the event for all event participants and spectators. Barricades placed at intersections designated for one-way traffic will be removed no later than 8:00 p.m.

The Moreno Valley Police Department will provide a contingent of officers to supplement the military security forces dedicated to spectator security and control on April 22 and 23, 2023. Officers will be on foot, bicycles and in marked units to protect

the public.

DISCUSSION

The Southern California Air Show will take place on April 22 and 23, 2023, from 8:00 a.m. to 4:30 p.m. Southern California Air Show spectators will enter March Air Reserve Base through three separate entrances. The primary entrance will be on Cactus Avenue and Elsworth Street, while the two additional entrances will be off of Cactus Avenue and Riverside Drive, and Heacock Street and Meyer Drive. The road closures will begin around 6:00 a.m. and conclude about 8:00 p.m. Event organizers anticipate approximately 500,000 – 600,000 spectators for the two-day event.

The recommended road closures are as follows:

- a. Elsworth Street between Alessandro Boulevard and Cactus Avenue
- b. Veterans Way between Alessandro Boulevard and Cactus Avenue
- c. Frederick Street between Alessandro Boulevard and Cactus Avenue

The road closures will alleviate traffic congestion and increase public safety for all motorists. Local traffic wishing to enter and exit commercial businesses adjacent to the road closures will have access during the event. All barricades at intersections will be removed no later than 8:00 p.m. Police officers will be stationed at the following major intersections for safety and traffic control on both days of the Southern California Air Show.

- Elsworth Avenue and Cactus Avenue -- the Graeber Gate
- Veterans Way and Cactus Avenue
- Frederick Street and Cactus Avenue
- Graham Street and Cactus Avenue -- the Riverside Gate
- Heacock Street and Cactus Avenue
- Heacock Street and JFK -- the JFK gate
- Heacock Street and Brodiaea Avenue
- Riverside Dr. and Meyer Dr.
- Heacock Street between Nandina Avenue and Iris Avenue
- Elsworth Street and Alessandro Boulevard
- Frederick Street and Alessandro Boulevard
- Graham Street and Alessandro Boulevard
- Heacock Street and Alessandro Boulevard

All the businesses and residents potentially impacted by the road closures will receive written notification regarding the closure dates and times. Notification of the road closures will occur a minimum of 24 hours prior to the event. Furthermore, they will have access to their businesses/properties during the closures. The recommended road closures for the Southern California Air Show at March Field similar to the closures for the Airfest in 2018.

The massive gathering of spectators will require additional Moreno Valley Police

Department personnel to be assigned to patrol the event. The Moreno Valley Police Department personnel will work jointly with military police. A security plan will be utilized combining foot, bike and vehicle patrols. These personnel will be available to assist medical staff and traffic patrol officers.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *The approval will promote safe ingress and egress from the Southern California Air Show for all spectators while reducing the negative impact from the heavy traffic.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will limit traffic solutions for the Air Show.*

FISCAL IMPACT

Any cost associated with the requested street closures are covered in the Police Departments FY 2022/23 operating budget.

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

Concurred By:
Deputy Ernest Dominguez
Police Department

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.

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/24/23 9:51 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/24/23 9:53 AM



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: April 4, 2023

TITLE: APPROVE ANNUAL MEASURE A (RCTC) LOCAL STREETS AND ROADS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FY 2023/24-2027/28

RECOMMENDED ACTION

Recommendations:

1. Approve and authorize submittal of the City of Moreno Valley's annual Measure A (RCTC) Local Streets and Roads Five-Year Capital Improvement Plan for Fiscal Years 2023/24 – 2027/28 and Maintenance of Effort Certification for Fiscal Year 2023/24 to the Riverside County Transportation Commission; and
2. Authorize the Director of Public Works/City Engineer to submit an annual amended five-year plan to the Riverside County Transportation Commission if changes are made to the listed Measure A (RCTC) projects.

SUMMARY

This report recommends approval of the City of Moreno Valley's Measure A Local Streets and Roads Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2023/24 – 2027/28 (Plan) and Maintenance of Effort (MOE) Certification for FY 2023/24. Annual submittal of the Measure A Plan and MOE to the Riverside County Transportation Commission (RCTC) is required for continued receipt of Measure A funds. The approval of the attached Plan does not obligate any Measure A expenditures.

DISCUSSION

Measure A is a major funding source for transportation infrastructure improvements and operational elements of the Public Works Department. The City is scheduled to receive \$6,369,000 in Measure A revenue by Fiscal Year (FY) 2022/23 year-end and an estimated \$6,392,000 in funding for FY 2023/24.

RCTC requires all local jurisdictions to submit an annual five-year CIP, which includes a Project Status Report for FY 2022/23 Measure A funded CIP projects, for continued receipt of Measure A Local Streets and Roads funds. The projects are included in the Measure A Five-Year CIP to satisfy RCTC Ordinance No. 02-001 and only City projects with Measure A funding are required to be reported. City staff can forward amended Measure A project lists to RCTC when necessary. The purpose of this report is to document progress to date on engineering, right-of-way acquisition, construction, and anticipated project completion dates. The approval of the attached Plan does not obligate any Measure A expenditures.

The projects on the attached Plan are already part of the City Council approved CIP Budget or Operating Budget. No new projects are proposed with this action. The CIP projects listed in this Plan are recommended to move forward to ensure outside funding sources with deadlines (e.g. grants) are not lost and to avoid delays that would otherwise increase project costs. Additionally, the operational elements listed on the attached Plan ensure critical Public Works items (e.g. traffic signage and markings) continue.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure A funds will not replace local discretionary funds used for the City's transportation issues, but will be in addition to the City's funds for transportation purposes. The City's MOE base year amount, approved by the RCTC at its July 2011 meeting, is \$1,459,153. The MOE requirement is met by the Public Works Department General Fund operating budgets.

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. RCTC requires all cities within its jurisdiction to submit a plan by May 1, 2023. *This alternative allows the City to continue receiving Measure A revenue annually to fund significant roadway and other transportation related infrastructure improvements.* Staff recommends this action.
2. Do not approve and authorize the recommended actions as presented in this staff report. *Since RCTC requires jurisdictions to submit a plan by May 1, 2023 in order to continue to receive Measure A funds, this alternative jeopardizes a significant revenue stream for the City, affecting the ability to deliver critical transportation related infrastructure improvements.* Staff does not recommend this action.

FISCAL IMPACT

The timely approval and submittal of the Measure A Five-Year CIP by May 1, 2023 ensures continued receipt of Measure A funds for FY 2023/24. City staff will forward an amended Measure A project list to RCTC if there are any changes throughout FY 2023/24. Measure A funds can only be used for transportation related purposes.

PREPARATION OF STAFF REPORT

Prepared By:
Natalia Lopez
Senior Management Analyst

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

ATTACHMENTS

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

- 1. FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status
- 2. FY 2023/24 Measure A MOE Certification Statement - Moreno Valley

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/30/23 5:43 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/30/23 5:43 PM



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2023/24

Agency: Moreno Valley
 Prepared by: Natalia Lopez
 Phone #: (951) 413-3062
 Date: 3/8/2023

FY 2021/22 Audited Measure A Balance:	\$ 9,090,712
FY 2022/23 Measure A Revenue:	6,369,000
Less: FY 2022/23 Project Status Report Expenses:	<u>(8,359,775)</u>
Estimated Prior Year Measure A Balance:	7,099,937
Estimated FY 2023/24 Measure A Allocation:	<u>6,392,000</u>
Estimated Measure A Available for FY 2023/24 Projects	\$ 13,491,937

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
FY 2023/24				
2024-01	Public Works - Capital Projects Program Budget	Project Administration	\$ 209,046	\$ 209,046
2024-02	Public Works - Citywide Sign/Striping	Maintenance	896,848	896,848
2024-03	Public Works - Right of Way Maintenance	Maintenance	647,370	647,370
2024-04	Fixed Charges/ Indirect Cost	Overhead Cost	245,711	245,711
2024-05	Transfers to 2013-2014 Refunding Lease Revenue Bonds	Debt Service	1,059,115	1,059,115
2024-06	2020 Refunding of TRIP COP 13A	Debt Service	404,685	404,685
2024-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	81,014	81,014
2024-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	333,438	137,214
2024-09	Moreno MDP Line F-18 and F-19	Drainage	2,003,925	139,382
2024-10	Moreno MDP Line K-1, K-4 Stg 3	Drainage	-	-
2024-11	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	Drainage	5,556,976	13,895
2024-12	Citywide Pavement Rehabilitation Program	Street Improvement(s)	6,950,000	-
		TOTAL	\$ 18,388,128	\$ 3,834,280

Attachment: FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2024/25

Agency: Moreno Valley
 Prepared by: Natalia Lopez
 Phone #: (951) 413-3062
 Date: 3/8/2023

Estimated Prior Year Measure A Balance: \$ 9,657,657
Estimated FY 2024/25 Measure A Allocation: 6,520,000
Estimated Measure A Available for FY 2024/25 Projects: \$ 16,177,657

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
FY 2024/25				
2025-01	Public Works - Capital Projects Program Budget	Project Administration	\$ 209,046	\$ 209,046
2025-02	Public Works - Citywide Sign/Striping	Maintenance	896,848	896,848
2025-03	Public Works - Right of Way Maintenance	Maintenance	647,370	647,370
2025-04	Fixed Charges/ Indirect Cost	Overhead Cost	245,711	245,711
2025-05	Transfers to 2013-2014 Refunding Lease Revenue Bonds	Debt Service	1,059,115	1,059,115
2025-06	2020 Refunding of TRIP COP 13A	Debt Service	404,685	404,685
2025-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	60,000	60,000
2025-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	80,000	80,000
		TOTAL	\$ 3,602,775	\$ 3,602,775

Attachment: FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2025/26

Agency: Moreno Valley
 Prepared by: Natalia Lopez
 Phone #: (951) 413-3062
 Date: 3/8/2023

Estimated Prior Year Measure A Balance: \$ 12,574,882
Estimated FY 2025/26 Measure A Allocation: 6,650,000
Estimated Measure A Available for FY 2025/26 Projects: \$ 19,224,882

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
FY 2025/26				
2026-01	Public Works - Capital Projects Program Budget Management, Pavement Management Program, preparation of grant applications, quarterly utility coordination, and project engineering and right of way services for unfunded new projects.	Project Administration	\$ 209,046	\$ 209,046
2026-02	Public Works - Citywide Sign/Striping	Maintenance	896,848	896,848
2026-03	Public Works - Right of Way Maintenance	Maintenance	647,370	647,370
2026-04	Fixed Charges/ Indirect Cost	Overhead Cost	245,711	245,711
2026-05	Transfers to 2013-2014 Refunding Lease Revenue Bonds	Debt Service	1,059,115	1,059,115
2026-06	2020 Refunding of TRIP COP 13A	Debt Service	404,685	404,685
2026-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	60,000	60,000
2026-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	80,000	80,000
		TOTAL	\$ 3,602,775	\$ 3,602,775

Attachment: FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2026/27

Agency: Moreno Valley
 Prepared by: Natalia Lopez
 Phone #: (951) 413-3062
 Date: 3/8/2023

Estimated Prior Year Measure A Balance: \$ 15,622,107
Estimated FY 2026/27 Measure A Allocation: 6,783,000
Estimated Measure A Available for FY 2026/27 Projects: \$ 22,405,107

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
FY 2026/27				
2027-01	Public Works - Capital Projects Program Budget	Project Administration	\$ 209,046	\$ 209,046
2027-02	Public Works - Citywide Sign/Striping	Maintenance	896,848	896,848
2027-03	Public Works - Right of Way Maintenance	Maintenance	647,370	647,370
2027-04	Fixed Charges/ Indirect Cost	Overhead Cost	245,711	245,711
2027-05	Transfers to 2013-2014 Refunding Lease Revenue Bonds	Debt Service	1,059,115	1,059,115
2027-06	2020 Refunding of TRIP COP 13A	Debt Service	404,685	404,685
2027-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	60,000	60,000
2027-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	80,000	80,000
		TOTAL	\$ 3,602,775	\$ 3,602,775

Attachment: FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2027/28

Agency: Moreno Valley
 Prepared by: Natalia Lopez
 Phone #: (951) 413-3062
 Date: 3/8/2023

Estimated Prior Year Measure A Balance: \$ 18,802,332
Estimated FY 2027/28 Measure A Allocation: 6,919,000
Estimated Measure A Available for FY 2027/28 Projects: \$ 25,721,332

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
FY 2027/28				
2027-01	Public Works - Capital Projects Program Budget	Project Administration	\$ 209,046	\$ 209,046
2027-02	Public Works - Citywide Sign/Striping	Maintenance	896,848	896,848
2027-03	Public Works - Right of Way Maintenance	Maintenance	647,370	647,370
2027-04	Fixed Charges/ Indirect Cost	Overhead Cost	245,711	245,711
2027-05	Transfers to 2013-2014 Refunding Lease Revenue Bonds	Debt Service	1,059,115	1,059,115
2027-06	2020 Refunding of TRIP COP 13A	Debt Service	404,685	404,685
2027-07	Annual Pavement Maintenance - Crack Seal	Street Improvement	60,000	60,000
2027-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	80,000	80,000
		TOTAL	\$ 3,602,775	\$ 3,602,775

Attachment: FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

PROJECT STATUS REPORT FY 2022/23

Agency: Moreno Valley
 Prepared by: Natalia Lopez
 Phone #: (951) 413-3062
 Date: 3/8/2023

Item No.	Project Name / Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 06/30/2023)	Estimated / Actual Completion	Status
2023-01	Public Works - Capital Projects Program Budget	Project Administration	\$ 209,046.00	\$ 209,046.00	N/A	Annual Budget
2023-02	Public Works - Citywide Sign/Striping	Maintenance	\$ 896,848.00	\$ 896,848.00	N/A	Annual Budget
2023-03	Public Works - Right of Way Maintenance	Maintenance	\$ 647,370.00	\$ 647,370.00	N/A	Annual Budget
2023-04	Fixed Charges/ Indirect Cost	Overhead Cost	\$ 245,711.00	\$ 245,711.00	N/A	Annual Budget
2023-05	Transfers to 2013-2014 Refunding Lease Revenue Bonds	Debt Service	\$ 1,059,115.00	\$ 1,059,115.00	N/A	Annual Budget
2023-06	2020 Refunding of TRIP COP 13A	Debt Service	\$ 404,685.00	\$ 404,685.00	N/A	Annual Budget
2023-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$ 100,000.00	\$ 100,000.00	N/A	On-going annual project
2023-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$ 120,000.00	\$ 120,000.00	N/A	as needed Accessible Pedestrian Signal upgrades
2023-09	Moreno MDP Line F-18 and F-19	Drainage	\$ 8,660.00	\$ -	3/31/2025	Design
2023-10	Moreno MDP Line K-1, K-4 Stg 3	Drainage	\$ 2,000.00	\$ 2,000.00	N/A	Design, project on hold
2023-11	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	Drainage	\$ 173,314.00	\$ -	8/31/2025	Design
2023-12	Citywide Pavement Rehabilitation Program	Street Improvement(s)	\$ 4,675,000.00	\$ 4,675,000.00	9/30/2023	Construction
TOTAL			\$ 8,541,749	\$ 8,359,775		

Attachment: FY 2023/24 - 2027/28 Measure A CIP and FY 2022/23 Project Status (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL

FY 2023/24

MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the city of Moreno Valley (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of \$1,459,153, approved by the Commission at its July 13, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction of loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____

CITY MANAGER

ATTEST:

SECRETARY

Attachment: FY 2023/24 Measure A MOE Certification Statement - Moreno Valley (6182 : APPROVE ANNUAL MEASURE A (RCTC) LOCAL



Report to City Council

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

FROM: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: April 4, 2023

TITLE: APPROVE AGREEMENT WITH ARCHITERRA DESIGN
 GROUP FOR ARCHITECTURAL AND ENGINEERING
 DESIGN SERVICES FOR THE INSTALLATION OF
 RESTROOMS AT THE MORENO VALLEY
 AMPHITHEATER PARK AND ADRIENNE MITCHELL
 MEMORIAL PARK, PROJECT NO. 807 0060

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

1. Award an Agreement for Professional Consultant Services with Architerra Design Group, Inc., for architectural and engineering design services for the installation of restrooms at the Moreno Valley Amphitheater Park and Adrienne Mitchell Memorial Park;
2. Authorize the City Manager to execute the contract with Architerra Design Group, Inc.;
3. Authorize the issuance of a purchase order in the amount of \$149,625 upon execution of the Agreement for Professional Consultant Services with Architerra Design Group, Inc. Funds are available in the Park Rehabilitation and Refurbishment Program (Fund 5011); and
4. Authorize the Parks and Community Services Director to execute subsequent Amendments to the Agreement with Architerra Design Group, Inc. 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 Agreement for Professional Consultant Services with Architerra Design Group, Inc. for architectural and engineering design services for the installation of restrooms at the Moreno Valley Amphitheater Park and the Adrienne Mitchell Memorial Park associated with Project No. 807 0060. The funding for design and construction related services as well as project management is currently available through Park Rehabilitation and Refurbishment Program (Fund 5011).

DISCUSSION

In November 2018, Architerra Design Group, Inc. was selected through a request for proposal process to provide architectural and engineering design services for the Moreno Valley Amphitheater and Park project. On November 13, 2018, the City Council approved the agreement for professional consultant services with Architerra Design Group, Inc. for the Amphitheater and Park design work. The consultant completed the design at 70 percent stage for the amphitheater and the park to include a public restroom to be constructed next to the amphitheater. However, the restroom was removed from the final design and eventually was not constructed with the amphitheater due to limited project budget.

Architerra Design Group's scope of work includes making modifications to the original design of the restroom to have it constructed at a new location within the park to accommodate existing improvements while minimizing disturbances and construction related effects. The consultant is responsible for completing the plans, specifications, and cost estimate and re-package the bidding documents to advertise for construction bids. The consultant is to utilize the information from previous design as much as possible to save time and efforts to finish the bidding package in short time frame.

In addition to the amphitheater park restroom, Architerra Design Group is requested to provide design layout for installing a prefab restroom within the Adrienne Mitchell Memorial Park at the southwest corner of Bay Avenue and Pan Am Boulevard. This restroom will have similar design features as the amphitheater park restroom but be significantly smaller in size. Staff proposes to have these two restrooms designed and constructed together to take the advantage of a more consistent and cost-effective design and more favorable construction bids.

Improvements to the Civic Center Amphitheater Park and Adrienne Mitchell Memorial Park are consistent with *Momentum MoVal*, the City Council's strategic vision for Moreno Valley. The parks have been serving as important hubs for the community's diverse population to enjoy youth programming, arts events, community concerts, and family gathering.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. **Staff recommends this alternative.**
2. Do not approve the recommended actions as presented in this staff report. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no impact to the General Fund. Professional consultant design services will be funded from the available Park Rehabilitation and Refurbishment Program, project 807 0060-5011. Funding for project 807 0060 was approved by City Council on October 18, 2022. No additional funding is being requested at this time.

AVAILABLE BUDGET:

Zone A (CIP Parks)
(Account No. 5011-50-57-80007-720199; Project No. 807 0060-5011)....\$6,000,000.00

ESTIMATED COSTS:

Architectural and engineering design services\$149,625.00

NOTIFICATION

Posting of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Patty Yhuit
Senior Management Analyst

Department Head Approval:
Jeremy Bubnick
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. Agreement with Architerra Design Group Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/24/23 9:58 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/24/23 10:08 AM

**AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR
THE INSTALLATION OF RESTROOMS AT THE MORENO VALLEY AMPHITHEATER
PARK AND ADRIENNE MITCHELL MEMORIAL PARK
PROJECT NO. 807 0060**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Architerra Design Group, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

WHEREAS, the Consultant was selected through a request for proposal and selection process and on November 21, 2018 entered into an Agreement with the City to provide Professional Services for Architectural and Engineering Design and Construction related services for the Civic Center Amphitheater and Park; and

WHEREAS, the Consultant has completed 80 percent design of the restroom as part of the Civic Center Amphitheater and Park design package; however, the restroom was not constructed with the amphitheater park due to limited budget; and

WHEREAS, the City desires to proceed with the installation of the restroom since funding becomes available and to have the Consultant completes the design and bid package for the Project; and

WHEREAS, the City desires to include the design related services for the installation of a small restroom within the Adrienne Mitchell Memorial Park to the scope of work for this Project; and

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

WHEREAS, the City has requested Consultant to provide proposals and associated fees for the services described in Exhibit "A" (City's Scope and Fee Request Letter) attached hereto; and

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

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

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

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for: **ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE INSTALLATION OF RESTROOMS AT THE MORENO VALLEY AMPHITHEATER PARK AND ADRIENNE MITCHELL MEMORIAL PARK, PROJECT NO. 807 0060.**

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference.

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$149,625.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2025**, or prior if parties are in mutually agreement; otherwise the termination date may be extended by an amendment to this agreement.

TIME FOR PERFORMANCE

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

7. The Consultant shall perform the work described on Exhibit "B" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

SPECIAL PROVISIONS

11. 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.

12. 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.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California working under similar circumstances. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

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

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, their officers, agents and employees harmless from any and all liabilities, (including without limitation all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of Consultant, except for claims arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Automobile Liability Insurance coverage for owned and non-owned automobiles equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant 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

Attachment: Agreement with Architerra Design Group Inc (6198 : APPROVE AGREEMENT WITH ARCHITERRA FOR ARCHITECTURAL &

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under the commercial general and automobile liability policies and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley and Western Riverside Council of Governments, their officers, employees and agents."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(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 projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. 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. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. Subject to 20.a. of this Agreement, the City shall make payment to Consultant for work or services performed within the Standard of Care upon termination. The Consultant may retain for its files and copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

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

(d) Either party may terminate this Agreement for cause; provided, however, if the party claimed to be in default commences to cure, correct or remedy the alleged default within fifteen (14) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

hereunder. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated therewith. In the event the City so terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

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

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

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

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

26. The Consultant shall employ no City official or employee 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.

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

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. The Consultant hereby agrees to the following provisions regarding the California Public Employees' Retirement System (CalPERS):

- 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, the 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,

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

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.

- 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 the Consultant as an independent contractor of City and agents and employees of the Consultant, and not as agents or employees of City. The 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.
- CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for the 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 The 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.
- 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, the Consultant shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either the Consultant or the City files an appeal or court challenge, Consultant 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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 807 0060**

SIGNATURE PAGE FOLLOWS

Attachment: Agreement with Architerra Design Group Inc (6198 : APPROVE AGREEMENT WITH ARCHITERRA FOR ARCHITECTURAL &

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES
PROJECT NO. 801 0052**

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

City of Moreno Valley

Architerra Design Group, Inc.

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Parks & Community Services Director

Date

- Enclosures: Exhibit "A" – City's Scope and Fee Request Letter
- Exhibit "B" – Consultant's Scope of Work and Schedule
- Exhibit "C" – City's Responsibility
- Exhibit "D" – Terms of Payment
- Exhibit "E" – insurance Requirements

Attachment: Agreement with Architerra Design Group Inc (6198 : APPROVE AGREEMENT WITH ARCHITERRA FOR ARCHITECTURAL &

TEL: 951.413.3480
 FAX: 951.413.3170
 WWW.MOVAL.ORG



14177 FREDERICK STRI
 P.O. Box 880
 MORENO VALLEY, CA 92552-01

January 11, 2023

E-MAIL

Peter Dalman, PLA, Project Manager
 Architerra Design Group, Inc.
 10221-A Trademark,
 Rancho Cucamonga, CA 91730

Subject: Request for Scope and Not-to-Exceed Fee Cost Proposal for Design and Related Services for Restrooms Installation at the Civic Center Amphitheater Park and Adrienne Mitchell Memorial Park
 Project No. 807 0060

Dear Mr. Dalman:

The City of Moreno Valley is requesting a detailed scope of services and not-to-exceed fee cost proposal letter for providing architectural and engineering design services for the subject restroom installation project. Previously, Architerra Design Group, Inc. was selected to provide professional consultant design services related for the construction of the Civic center Amphitheater and Park project. As you are aware, the subject restroom was included in the 80% stage design but removed from construction package due to limited budget. With funding becomes available, the city is moving forward with the installation of the restroom for the Amphitheater Park. In addition, the city plans to install a small restroom within the Adrienne Mitchell Memorial Park together with the Amphitheater Park restroom. The city is requesting for a proposal to provide design layout and related services for this restroom as well.

Please provide detailed Scopes of Services that include all tasks as required for the completion of the design, bid package, and construction support services. Your proposal shall include not-to-exceed fee amounts and schedules for completing the requested services.

If you have any questions, please contact me at 951.413.3159 or email: quangn@moval.org.

Sincerely,

Quang Nguyen, P. E.
 Senior Engineer

c: Project File



ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

February 7, 2023

Quang Nguyen, P.E., MPA
Senior Engineer | Public Works
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, RESTROOMS ADDITION TO THE MORENO VALLEY AMPHITHEATER PARK

Dear Mr. Nguyen,

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and City of Moreno Valley Public Works Department (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above. The extent of our services may be generally described as landscape architectural plan preparation of designs for the placement and construction of a prefabricated restroom structure at the Moreno Valley Amphitheater and Park located at 14075 Frederick Street in Moreno Valley.

The scope of our services is best described as the site development, design, and preparation of bid ready construction documents for a restroom and storage facility. The City is requesting to utilize the previously selected structure, by Public Restroom Company, as developed during the original design and construction of the Amphitheater and Demonstration Garden. The location of the restroom will be moved to the area east of the Demonstration Garden and north of the East wing of the Conference Center.

Plans are to include planting and irrigation for the area affected by the construction up to and including the restroom perimeter. We have included sub-consultants for other design services including JCA Engineering for electrical design; Andreasen Engineering, Inc. for Civil Engineering services. Everest Consulting is included as an optional service if necessary for WQMP and other environmental services.

Attachment: Agreement with Architerra Design Group Inc (6198 : APPROVE AGREEMENT WITH ARCHITERRA FOR ARCHITECTURAL &



In addition to the above plans, the City has also requested that our services include site observation services. Our services are further defined below.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

1. Design Development Phase

A. Architerra Design Group (ADG)

1. Site visit to review existing conditions using Civil provided base.
2. Preparation of formal Site Conceptual Landscape Master Plan at 20 scale, for Client and Agency review.
3. Rendered Conceptual Landscape Master Plan at 20 scale.
4. Preparation of preliminary estimate of probable construction cost, based on final Conceptual Landscape Master Plan (CLMP).
5. Preparation of Project Theme and Materials Board. Board to include photos of proposed site amenities, plant materials, hardscape, and finishes.
6. Client/ADG Meeting(s) to review Design Development progress. (1 Meeting)
7. Provide conceptual design revisions per Client design review meeting input.
8. Consultant Coordination.
9. Agency/ADG Design Review Meeting(s). (1 Meeting)
10. Project Administration (Bi-Weekly Status Report and Project Scheduling).
11. Telephone Consultation.

B. Andreasen Engineering, Inc. (AEI)

1. Research in house records for control points.
2. Perform Site Survey.
3. Preparation of Base Map.

C. Jim Corns Engineering, Inc. (JCA)

1. Site Visit.
2. Utility Research.

2. Construction Document Phase 35% PS & E

A. Architerra Design Group (ADG)

1. Base Sheet Preparation at 20 scale, on (24" x 36" City standard) sheet format, (1) sheets total.
2. Title Sheet Preparation.
3. Preliminary Demolition Plan at 20 scale.
4. Preliminary Grading coordination with Civil Engineer (AEI) for drainage of landscape areas.
5. Preliminary Construction Plan Preparation at 20 scale, for layout and detailing of hardscape, property line and return walls, and masonry features such as seat walls, planter walls, etc.
6. Coordination with restroom vendor.
7. Preliminary Construction Detail Preparation.
8. Preliminary Irrigation Plan Preparation at 20 scale.
9. Preliminary Irrigation Detail Preparation.
10. Preliminary Planting Plan Preparation at 20 scale.
11. Preliminary Planting Detail Preparation.
12. Preparation of Preliminary Cost Estimate.
13. Package Coordination.
14. Client/Agency/Consultant Progress Meetings. (1 Meeting)
15. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
16. Project Administration.
17. Telephone Consultation.
18. Utility Research (Irrigation Point of Connection, Pressure).

B. Andrasen Engineering, Inc. (AEI)

1. Kick-Off meeting with ADG
2. Prepare Base Grading and Drainage Plan.
3. Prepare Base for ADA Parking Area.
4. Prepare Initial Utility Layout for Sewer and Water.

C. Jim Corns Engineering, Inc. (JCA)

1. Kick-Off meeting with ADG
2. Prepare Preliminary Electrical Plan.

3. Construction Document Phase 35% - 100% PS & E

A. Architerra Design Group (ADG)

1. Demolition Plan at 20 scale.
2. Fine Grading coordination with Client's Civil Engineer for drainage of landscape areas. Final grading plans by Client's Civil Engineer.
3. Construction Plan Preparation for layout and detailing of hardscape, property line and return walls, and masonry features such as seat walls, planter walls, etc.
4. Construction Detail Preparation.
5. Coordination with restroom vendor.
6. Irrigation Plan Preparation at 20 scale.
7. Irrigation Detail Preparation.
8. Prepare Water Efficiency Landscape Worksheet. *
9. Prepare 2 Irrigation Controller Charts. *
10. Planting plan preparation at 20 scale.
11. Planting Detail Preparation.
12. Prepare Planting/Irrigation Hydro-zone Plan. *
13. Construction Specifications.
14. Irrigation & Planting Specifications.
15. Preparation of final Cost Estimate.
16. Provide Soils Test and Soils Management Report. *
17. Prepare Annual Irrigation and Planting Maintenance Schedule. *
18. Material/Furnishing Selection.
19. Package Coordination.
20. Client/Agency/Consultant Progress Meetings. (2 Meetings)
21. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
22. Agency Plan Check Corrections.
23. Special Report/Specific Plan.
24. Project Administration.
25. Telephone Consultation.
26. Agency Processing of completed plans.

B. Andreasen Engineering, Inc. (AEI)

1. Prepare Title Sheet.
2. Prepare Precise Grading and Drainage Plan.
3. Prepare Composite Utility Plan.

4. Prepare Erosion and Sediment Control Plan for Construction Activities.
5. Plan Review and Additions
6. Red-Line Specifications.

C. Jim Corns Engineering, Inc. (JCA)

1. Design of Power Distribution from existing Site Service to New Prefabricated Restroom Building.
2. Design low voltage raceway from existing central location to electrical chase of new restroom building for future surveillance cameras.
3. Design all new Power System including main meter pedestal, meet minimum owner's stand electrical requirements, and design back feed of existing site metered service if required.
4. Provide revisions necessary as part of Building Department review; submit construction documents for bid issue and construction.
5. Provide all paperwork and electronic files to owner to submit to power utility companies for service requirements if required.

D. Everest Environmental (Everest)-Optional if necessary

1. WQMP Document Preparation.
2. Plan Set.
3. Maintenance agreement for service to any treatment control device.
4. Contact info for persons responsible for post construction BMP maintenance and inspection.
5. Hydraulic/hydrology report and calculations.
6. Hydromodification calculations if requested by plan check.
7. Percolation study.

4. Construction Administration Phase

A. Architerra Design Group (ADG)

1. Pre-Construction Meeting.
2. Submittal Review.
3. Shop Drawing Review.
4. Construction observation site visits (Eight visits total).
5. Preparation of site review reports (Eight reports total).
6. Request for Information (RFI) responses.
7. Project Administration.

B. Andrasen Engineering, Inc. (AEI)

1. Attend Pre-Construction Meeting
2. Address Contractor RFI's

C. Jim Corns Engineering, Inc. (JCA)

1. Submittal Review.
2. Shop Drawing Review.
3. Request for Information (RFI) responses.

* Items required for AB 1881 California Water Efficient Landscape Ordinance.

During Project site visits ADG will generally review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

1. Design Development:	
A. ADG:	\$8,375.00
B. AEI:	\$4,175.00
C. JCA:	\$500.00
2. Construction Documents 35% PS&E:	
A. ADG:	\$11,550.00
B. AEI:	\$2,700.00
C. JCA:	\$1,625.00
3. Construction Documents 35%-100% PS&E:	
A. ADG:	\$21,650.00
B. AEI:	\$6,650.00
C. JCA:	\$2,975.00
D. "Optional" WQMP Everest Environmental:	\$4,550.00
4. Construction Administration:	
A. ADG:	\$7,550.00
B. AEI:	\$1,425.00
C. JCA:	\$900.00
Professional Fee Total (without optional):	\$70,025.00
Professional Fee Total Including Optional WQMP:	\$74,575.00
 Estimated Reimbursable Expenses*	 \$1,000.00
Estimated Fee Total:	\$75,575.00

Reimbursable Expenses incurred are based on the demands/needs of the Client.

GENERAL WORK PROGRAM AND TIMETABLE

Architerra Design Group proposes the following timetable for completion of this Project after receipt of all necessary information from Client or Client's Consultants as listed under "Owners/Architects Responsibility".

TASK	PHASE	WEEKS
1.	Design Development Phase	3-4
2.	35% PS & E Phase	3-4
3.	35-100% PS & E Phase	6-8

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to five meetings for coordination with Client, agencies, or consultants, and up to five (8) site visit/construction observation meetings.

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Existing site engineering and utility base information.
2. Engineering other than that provided within the Scope of Services.
3. Payment of any Agency processing fees.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,

Richard Krumwiede

President, CA RLA #2834

Accepted: City of Moreno Valley,
Public Works Department

By: _____

Title: _____

Date: _____

Attachment: Agreement with Architerra Design Group Inc (6198 : APPROVE AGREEMENT WITH ARCHITERRA FOR ARCHITECTURAL &



ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

February 7, 2023

Quang Nguyen, P.E., MPA
Senior Engineer | Public Works
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, RESTROOM ADDITION TO THE ADRIENNE MITCHELL PARK

Dear Mr. Nguyen,

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and City of Moreno Valley Public Works Department (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above. The extent of our services may be generally described as landscape architectural plan preparation of designs for the placement and construction of a prefabricated restroom structure at the Adrienne Mitchell Park located at 22631 Bay Ave, Moreno Valley, CA 92553.

The scope of our services is best described as the site development, design, and preparation of bid ready construction documents for a prefabricated restroom from Public Restroom Company or similar manufacturer to the Adrienne Mitchell park. The building is to be sited at the current horseshoe pit, west of the existing shade structure. The City wishes to orient the restroom in a way that will provide "eyes on" security. In addition to the restroom building, the City wishes to address ADA access to the restroom and desires to include a new ADA parking stall and walking path from the parking space to the restroom. New planting and irrigation are to be included in the design to fill in areas disturbed by the new construction.

We have included sub-consultants for other design services including JCA Engineering for electrical design; and Andreasen Engineering, Inc. for Civil Engineering services. Environmental services are not required for this project.



In addition to the above plans, the City has also requested that our services include site observation services. Our services are further defined below.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

1. Design Development Phase

A. Architerra Design Group (ADG)

1. Site visit to review existing conditions using Civil provided base.
2. Preparation of formal Site Conceptual Landscape Master Plan at 20 scale, for Client and Agency review.
3. Rendered Conceptual Landscape Master Plan at 20 scale.
4. Preparation of preliminary estimate of probable construction cost, based on final Conceptual Landscape Master Plan (CLMP).
5. Client/ADG Meeting(s) to review Design Development progress. (1 Meeting)
6. Consultant Coordination.
7. Agency/ADG Design Review Meeting(s). (1 Meeting)
8. Project Administration (Bi-Weekly Status Report and Project Scheduling).
9. Telephone Consultation.

B. Andreasen Engineering, Inc. (AEI)

1. Research in house records for control points.
2. Perform Site Survey.
3. Preparation of Base Map.

C. Jim Corns Engineering, Inc. (JCA)

1. Site Visit.
2. Utility Research.

2. Construction Document Phase 35% PS & E

A. Architerra Design Group (ADG)

1. Base Sheet Preparation at 20 scale, on (24" x 36" City standard) sheet format, (1) sheets total.
2. Title Sheet Preparation.
3. Preliminary Demolition Plan at 20 scale.

4. Preliminary Grading coordination with Civil Engineer (AEI) for drainage of landscape areas.
5. Preliminary Construction Plan Preparation at 20 scale for layout and detailing of hardscape, property line and return walls, and masonry features such as seat walls, planter walls, etc.
6. Coordination with restroom vendor.
7. Preliminary Construction Detail Preparation.
8. Preliminary Irrigation Plan Preparation at 20 scale.
9. Preliminary Irrigation Detail Preparation.
10. Preliminary Planting Plan Preparation at 20 scale.
11. Preliminary Planting Detail Preparation.
12. Preparation of Preliminary Cost Estimate.
13. Package Coordination.
14. Client/Agency/Consultant Progress Meetings. (1 Meeting)
15. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
16. Project Administration.
17. Telephone Consultation.
18. Utility Research (Irrigation Point of Connection, Pressure).

B. Andrasen Engineering, Inc. (AEI)

1. Kick-Off meeting with ADG
2. Prepare Base Grading and Drainage Plan.
3. Prepare Base for ADA Parking Area.
4. Prepare Initial Utility Layout for Sewer and Water

C. Jim Corns Engineering, Inc. (JCA)

1. Kick-Off meeting with ADG
2. Prepare Preliminary Electrical Plan.

3. Construction Document Phase 35% - 100% PS & E

A. Architerra Design Group (ADG)

1. Demolition Plan at 20 scale.
2. Fine Grading coordination with Client's Civil Engineer for drainage of landscape areas. Final grading plans by Client's Civil Engineer.

3. Construction Plan Preparation at 20 scale for layout and detailing of hardscape, property line and return walls, and masonry features such as seat
4. Construction Detail Preparation.
5. Coordination with restroom vendor.
6. Irrigation Plan Preparation at 20 scale.
7. Irrigation Detail Preparation.
8. Prepare Water Efficiency Landscape Worksheet. *
9. Prepare 2 Irrigation Controller Charts. *
10. Tree and Ground Cover Planting Plan Preparation.
11. Planting plan preparation at 20 scale.
12. Planting Detail Preparation.
13. Prepare Planting/Irrigation Hydro-zone Plan. *
14. Construction Specifications.
15. Irrigation & Planting Specifications.
16. Preparation of final Cost Estimate.
17. Provide Soils Test and Soils Management Report. *
18. Prepare Annual Irrigation and Planting Maintenance Schedule. *
19. Material/Furnishing Selection.
20. Package Coordination.
21. Client/Agency/Consultant Progress Meetings. (2 Meetings)
22. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
23. Agency Plan Check Corrections.
24. Special Report/Specific Plan.
25. Project Administration.
26. Telephone Consultation.
27. Agency Processing of completed plans.

B. Andreasen Engineering, Inc. (AEI)

1. Prepare Title Sheet.
2. Prepare Precise Grading and Drainage Plan.
3. Prepare Composite Utility Plan.
4. Prepare Erosion and Sediment Control Plan for Construction Activities.
5. Plan Review and Additions

6. Red-Line Specifications.

C. Jim Corns Engineering, Inc. (JCA)

1. Design of Power Distribution from existing Site Service to New Prefabricated Restroom Building.
2. Design low voltage raceway from existing central location to electrical chase of new restroom building for future surveillance cameras.
3. Design all new Power System including main meter pedestal, meet minimum owner's stand electrical requirements, and design back feed of existing site metered service if required.
4. Provide revisions necessary as part of Building Department review; submit construction documents for bid issue and construction.
5. Provide all paperwork and electronic files to owner to submit to power utility companies for service requirements if required.

4. Construction Administration Phase

A. Architerra Design Group (ADG)

1. Pre-Construction Meeting.
2. Submittal Review.
3. Shop Drawing Review.
4. Construction observation site visits (Eight visits total).
5. Preparation of site review reports (Eight reports total).
6. Request for Information (RFI) responses.
7. Project Administration.

B. Andreasen Engineering, Inc. (AEI)

1. Attend Pre-Construction Meeting
2. Address Contractor RFI's

C. Jim Corns Engineering, Inc. (JCA)

1. Submittal Review.
2. Shop Drawing Review.
3. Request for Information (RFI) responses.

* Items required for AB 1881 California Water Efficient Landscape Ordinance.

During Project site visits ADG will generally review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are

not construction inspections or a guarantee that there will not be construction deficiencies.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

1. Design Development:		
A. ADG:		\$7,600.00
B. AEI:		\$4,175.00
C. JCA:		\$500.00
2. Construction Documents 35% PS&E:		
A. ADG:		\$11,900.00
B. AEI:		\$4,700.00
C. JCA:		\$2,100.00
3. Construction Documents 35%-100% PS&E:		
A. ADG:		\$20,900.00
B. AEI:		\$7,650.00
C. JCA:		\$3,900.00
4. Construction Administration:		
A. ADG:		\$7,300.00
B. AEI:		\$1,425.00
C. JCA:		\$900.00
Professional Fee Total:		\$73,050.00
Estimated Reimbursable Expenses*		\$1,000.00
Estimated Fee Total:		\$74,050.00

Reimbursable Expenses incurred are based on the demands/needs of the Client.

GENERAL WORK PROGRAM AND TIMETABLE

Architerra Design Group proposes the following timetable for completion of this Project after receipt of all necessary information from Client or Client's Consultants as listed under "Owners/Architects Responsibility".

TASK	PHASE	WEEKS
1.	Design Development Phase	3-4
2.	35% PS & E Phase	3-4
3.	35-100% PS & E Phase	6-8

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to six meetings for coordination with Client, agencies, or consultants, and up to five (9) site visit/construction observation meetings.

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Boundary surveys.
2. Soils testing and/or engineering.
3. Existing site engineering and utility base information.
4. Overhead aerial photographs at controlled scale.
5. Engineering other than that provided within the Scope of Services.
6. Agency processing of completed plans.
7. Payment of any Agency processing fees.
8. Arborist's Report.
9. As-Built Drawings.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,

Richard Krumwiede

President

CA RLA #2834

Accepted: City of Moreno Valley,
Public Works Department

By: _____

Title: _____

Date: _____

EXHIBIT “C”**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "D"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$149,625.00** .
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice and a hard copy invoice to the City monthly for payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. 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 milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the [Capital Projects Division](#) at miab@moval.org or calls directed to (951) 413-3155.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT "E"**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, Moreno Valley Community Services District (CSD), Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk
Steve Quintanilla, Interim City Attorney

AGENDA DATE: April 4, 2023

TITLE: PROCESS OF THE SELECTION OF THE MAYOR PRO TEM

RECOMMENDED ACTION

Recommendation:

1. That the City Council consider the “Equal Opportunity” option for selecting the Mayor Pro Tem which provides that the Council Member who has not served as Mayor Pro Tem for the longest period of time be appointed as Mayor Pro Tem.

SUMMARY

On February 21, 2023, the City Council at a regularly scheduled meeting considered various options for selecting the Mayor Pro Tem. Thereafter, the City Council at the March 14, 2023 Study Session again reviewed the various options. At the Study Session, the City Council did not provide staff with any direction on the matter. However, the Mayor has requested that the matter be placed on this agenda which he is permitted to do pursuant current City’s “Rules of Procedure for Council Meetings and Related Functions and Activities.”

DISCUSSION

Mayor Cabrera is interested in the “Equal Opportunity” option which generally allows each Council Member to serve as Mayor Pro Tem, which provides each Council Member with a fair and equal opportunity to serve as Mayor Pro Tem.

The Equal Opportunity option for selecting the Mayor Pro Tem simply provides that the Council Member who has NOT served as Mayor Pro Tem the longest, is appointed as Mayor Pro Tem. This means that every year, when the Mayor Pro Tem is selected, the City Clerk will report who has not served as Mayor Pro Tem for the longest continuous

period of time. If there is tie, the City Council can then vote to decide which of the Council Members who are in a tie with a colleague will serve as Mayor Pro Tem.

ALTERNATIVES

1. Take no action.
2. Direct staff to prepare a resolution that formally adopts the Equal Opportunity option for selecting the Mayor Pro Tem.

FISCAL IMPACT

There should not be any fiscal impact.

NOTIFICATION

This staff report was posted on the City's website for at least 72 hours prior to this meeting.

PREPARATION OF STAFF REPORT

Prepared By: Jane Halstead, Manager of the Office of Mayor and City Council/City Clerk
Steve Quintanilla, Interim City Attorney

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>	3/29/23 6:07 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/29/23 6:09 PM



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: April 4, 2023

TITLE: RESOLUTION OPPOSING ASSEMBLY BILL 742 BANNING THE USE OF LAW ENFORCEMENT K-9'S FOR ARRESTS AND APPREHENSIONS

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. [next in order] opposing Assembly Bill 742 banning the use of Law Enforcement K-9s for arrests and apprehensions.

BACKGROUND

At the March 21, 2023 Regular City Council Meeting, Mayor Pro Tem Ed Delgado moved to add an item to the April 4, 2023 Regular City Council Meeting agenda regarding Assembly Bill 742 which proposes to ban the use of Law Enforcement K-9s for arrests and apprehensions. The Mayor Pro Tem's motion was seconded Council Member David Marquez and passed by a 4-1 vote.

On or about February 13, 2023, Assemblyman Corey Jackson (D-Moreno Valley) introduced California Assembly Bill 742 ("AB 742") which, if adopted, would prohibit the use of Law Enforcement K-9s (dogs) for the apprehension of criminal suspects who flee from or attack law enforcement officer and for maintaining crowd control.

The Riverside Sheriffs' Association and numerous law enforcement entities oppose AB 742 as set forth in the letter dated March 15, 2023, which is attached to the Resolution. The law enforcement organizations opposed to AB 742 include the following:

- Claremont Police Officer Association
- Palos Verdes Police Officers Association
- Upland Police Officers Association

- Murrieta Police Officers Association
- Corona Police Officers Association
- Santa Ana Police Officers Association
- Arcadia Police Officers Association
- Fullerton Police Officers Association
- Pomona Police Officers Association
- Burbank Police Officers Association
- Riverside Police Officers Association
- Culver City Police Officers Association
- Newport Beach Police Association
- Monterey County Deputy Sheriff's Association
- Placer County Deputy Sheriffs Association
- Los Angeles School Police Association
- California Coalition of School Safety Professionals

Law Enforcement K-9s are among the most effective de-escalation tools law enforcement officers possess since when a Law Enforcement K-9 is activated, the suspect surrenders 90-99% of the time prior to a bite command since the mere threat of a bite persuades most suspects to give up before any actual force from the K-9 or officer is used. In 2021 in Riverside County, although Sheriff's K-9s interacted with 699 suspects, only 6 of those incidents resulted in a dog bite, which is less than 1% (0.85) of such incidents resulting in a dog bite and with every person bitten by a K-9 remaining alive at the conclusion of each incident.

Law Enforcement K-9s play an important role in deterring violence and they remain an important harm-reduction tool for law enforcement. Law Enforcement K-9s save lives by expediting the surrender of the suspect without the use of deadly force by an officer. Basically, Law Enforcement K-9s save the lives of law enforcement officers who would otherwise have to place themselves in more dangerous and deadly situations to effect an arrest of a barricaded or otherwise concealed suspect. AB 742, if adopted, will simply place both suspects and officers at heightened risk for more serious injury or death.

In light of the foregoing, the City Council is being presented for its consideration a resolution that not only opposing AB 742, but also resolves that AB 742 is a counter-productive attempt to eliminate a lawful, effective, and legitimate non-lethal force option throughout the State of California that can save the lives of dangerous criminal suspects and police officers who find themselves in very dangerous situations.

Specifically, the Resolution states that the City's opposition to AB 742 is based on the following:

- (a) Law Enforcement K-9s provide an effective de-escalation tool and non-lethal force option for California law enforcement officers;
- (b) Law Enforcement K-9s provide a life-preserving alternative to other uses of force;
- (c) Law Enforcement K-9s play an important role in deterring violence and they remain an important harm-reduction tool for law enforcement;
- (d) Law Enforcement K-9s save lives by expediting the surrender of the suspect without the use of deadly force by an officer;

- (e) Law Enforcement K-9s save the lives of law enforcement officers who would otherwise have to place themselves in more dangerous and deadly situations to effect an arrest of a barricaded or otherwise concealed suspect;
- (f) AB 742 will place both suspects and officers at heightened risk for more serious injury or death;
- (g) AB 742 is a counter-productive attempt to eliminate a lawful, effective, and legitimate non-lethal force option throughout the State of California; and
- (h) Law Enforcement K-9s provide an invaluable non-lethal force option for law enforcement officers in dangerous situations.

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. RESOLUTION - OPPOSITION TO AB 742
- 2. ASSEMBLY BILL 742
- 3. LETTER OPPOSING ASSEMBLY BILL 742

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	3/30/23 5:44 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	3/30/23 5:44 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY OPPOSING ASSEMBLY BILL 742 (JACKSON) BANNING THE USE OF LAW ENFORCEMENT K-9S FOR ARRESTS AND APPREHENSIONS

WHEREAS, the City of Moreno Valley is a general law city and municipal organization, duly organized under the constitution and laws of the State of California

WHEREAS, on February 13, 2023, Assemblyman Corey Jackson (D-Moreno Valley) introduced California Assembly Bill 742 (“AB 742”) which, if adopted, would prohibit the use of Law Enforcement K-9s (dogs) for the apprehension of criminal suspects who flee from or attack law enforcement officers and for maintaining crowd control; and

WHEREAS, the Riverside Sheriffs’ Association and the following local law enforcement entities oppose AB 742 as set forth in the attached letter dated March 15,2023:

- Claremont Police Officer Association
- Palos Verdes Police Officers Association
- Upland Police Officers Association
- Murrieta Police Officers Association
- Corona Police Officers Association
- Santa Ana Police Officers Association
- Arcadia Police Officers Association
- Fullerton Police Officers Association
- Pomona Police Officers Association
- Burbank Police Officers Association
- Riverside Police Officers Association
- Culver City Police Officers Association
- Newport Beach Police Association
- Monterey County Deputy Sheriff’s Association
- Placer County Deputy Sheriffs Association
- Los Angeles School Police Association
- California Coalition of School Safety Professionals

WHEREAS, Law Enforcement K-9s are among the most effective de-escalation tools law enforcement officers possess since when a Law Enforcement K-9 is activated, the suspect surrenders 90-99% of the time prior to a bite command since the mere threat of a bite persuades most suspects to give up before any actual force from the K-9 or officer is used; and

Attachment: RESOLUTION - OPPOSITION TO AB 742 (6217 : Resolution Opposing Assembly Bill 742)

WHEREAS, in 2021 in Riverside County, although Sheriff's K-9s interacted with 699 suspects, only 6 of those incidents resulted in a dog bite, which is less than 1% (0.85) of such incidents resulting in a dog bite and with every person bitten by a K-9 remaining alive at the conclusion of each incident; and

WHEREAS, Law Enforcement K-9s play an important role in deterring violence and they remain an important harm-reduction tool for law enforcement; and

WHEREAS, Law Enforcement K-9s save lives by expediting the surrender of the suspect without the use of deadly force by an officer; and

WHEREAS, Law Enforcement K-9s save the lives of law enforcement officers who would otherwise have to place themselves in more dangerous and deadly situations to effect an arrest of a barricaded or otherwise concealed suspect; and

WHEREAS, AB 742, if adopted, will simply place both suspects and officers at heightened risk for more serious injury or death; and

WHEREAS, many law enforcement officers are amenable to having the California Peace Officers Standards and Training (POST) take their existing statewide guidelines for K-9s and develop standards and training to allow for the continued use of K-9s for arrest and apprehension.

WHEREAS, in light of the foregoing, the City of Moreno Valley opposes AB 742 and considers AB 742 as a counter-productive attempt to eliminate a lawful, effective, and legitimate non-lethal force option throughout the State of California; and

WHEREAS, the City of Moreno Valley understands the incredible value of Law Enforcement K-9's and the invaluable non-lethal force option Law Enforcement K-9's provide for police officer's in dangerous situations.

NOW, THEREFORE, be it resolved by the City Council of the City of Moreno Valley as follows:

Section 1. Recitals.

That the foregoing recitals are hereby incorporated by reference.

Section 2. Opposition.

That the City of Moreno Valley opposes the passage of Assembly Bill 742 (Jackson) "Law Enforcement: Police Canines" since: (a) Law Enforcement K-9s provide an effective de-escalation tool and non-lethal force option for California law enforcement officers; (b) Law Enforcement K-9s provide a life-preserving alternative to other uses of force; (c) Law Enforcement K-9s play an important role in deterring violence and they

remain an important harm-reduction tool for law enforcement; (d) Law Enforcement K-9s save lives by expediting the surrender of the suspect without the use of deadly force by an officer; (e) Law Enforcement K-9s save the lives of law enforcement officers who would otherwise have to place themselves in more dangerous and deadly situations to effect an arrest of a barricaded or otherwise concealed suspect; (f) AB 742 will place both suspects and officers at heightened risk for more serious injury or death; (g) AB 742 is a counter-productive attempt to eliminate a lawful, effective, and legitimate non-lethal force option throughout the State of California; and (h) Law Enforcement K-9's provide an invaluable non-lethal force option for law enforcement officers in dangerous situations.

Section 3. Certified Copies.

That the City Clerk is directed to transmit certified copies of this resolution to the City's state legislators, the California Attorney General and Governor Newsom.

Section 4. 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.

Section 5. Repeal of Conflicting Provisions.

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

Section 6. Certification.

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

Section 7. Effective Date.

That this Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this __ day of _____, 2023.

Ulises Cabrera, Mayor

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Attachment: RESOLUTION - OPPOSITION TO AB 742 (6217 : Resolution Opposing Assembly Bill 742)

ATTACHMENT
ASSEMBLY BILL 742

Attachment: RESOLUTION - OPPOSITION TO AB 742 (6217 : Resolution Opposing Assembly Bill 742)

ATTACHMENT
LETTER OPPOSING ASSEMBLY BILL 742

Attachment: RESOLUTION - OPPOSITION TO AB 742 (6217 : Resolution Opposing Assembly Bill 742)

AMENDED IN ASSEMBLY MARCH 15, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 742

Introduced by Assembly Member Jackson
(Coauthor: Assembly Member Kalra)
(Coauthors: Assembly Members Kalra, Bryan, and Lee)

February 13, 2023

An act to add Section 13653 to the Penal Code, relating to law enforcement.

LEGISLATIVE COUNSEL'S DIGEST

AB 742, as amended, Jackson. Law enforcement: police canines.

Existing law authorizes a peace officer to use reasonable force to effect the arrest, to prevent escape, or to overcome resistance of an individual. Existing law requires law enforcement agencies to maintain a policy on the use of force.

Existing law prohibits the use of kinetic energy projectiles or chemical agents by any law enforcement agency to disperse any assembly, protest, or demonstration, except in compliance with specified standards.

This bill would prohibit the use of an unleashed police canine by law enforcement to apprehend a person, and any use of a police canine for crowd control. The bill would prohibit law enforcement agencies from authorizing any use or training of a police canine that is inconsistent with this bill.

Vote: majority. Appropriation: no. Fiscal committee: yes.
 State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares the following:

2 (a) ~~The use of police canines has been a mainstay in the constant~~
 3 ~~dehumanizing, cruel abuse of Black Americans and people of color~~
 4 ~~in this country. Be it in response to the Black Lives Matter protests~~
 5 ~~over the murder of George Floyd, during the Los Angeles Race~~
 6 ~~Riots and the Civil Rights Movement, or by slave catchers, police~~
 7 ~~canines are a carryover from a dark past that is not often discussed.~~

8 (b) ~~The use of police canines has serious consequences. Research~~
 9 ~~on this topic found that canine bites resulted in hospital visits 67.5~~
 10 ~~percent of the time, while other uses of force, including batons~~
 11 ~~and tasers, resulted in hospital visits 22 percent of the time or less.~~
 12 ~~Research has also found cases of permanent physical disfigurement~~
 13 ~~and injuries to bones, blood vessels, nerves, breasts, testicles, faces,~~
 14 ~~noses, and eyes, sometimes causing blindness, as a result of canine~~
 15 ~~bites. Based on these findings, the researchers stated that canine~~
 16 ~~bites should be considered a level of force immediately below~~
 17 ~~deadly force. They equated a police canine bite to an officer~~
 18 ~~swinging a baton with three-centimeter spikes attached.~~

19 (c) ~~The use of police canines mirrors other biases in use of force~~
 20 ~~by police. Per the Department of Justice Use of Force data from~~
 21 ~~2016 to 2019, inclusive, Black people are 3.5 times more likely~~
 22 ~~than any other group to be subjected to use of force due to police~~
 23 ~~canine use, with Hispanic people being the second most likely~~
 24 ~~compared to cases involving White people at six per one million~~
 25 ~~people.~~

26 SECTION 1. (a) *The use of police canines has been a mainstay*
 27 *in this country's dehumanizing, cruel, and violent abuse of Black*
 28 *Americans and people of color for centuries. First used by slave*
 29 *catchers, police canines are a violent carry-over from America's*
 30 *dark past. In recent decades, they have been used in brutal attempts*
 31 *to quell the Civil Rights Movement, the LA Race Riots, and in*
 32 *response to Black Lives Matter protests. The use of police canines*
 33 *make people fear and further distrust the police, resulting in less*
 34 *safety and security for all, especially for communities of color.*

35 (b) *The use of police canines has severe and potentially deadly*
 36 *consequences for bite victims. In a Police Assessment Resource*
 37 *Center study of police canine bites, researchers found that bites*
 38 *resulted in hospital visits 67.5 percent of the time. In contrast,*

1 *other uses of force, including batons and tasers, resulted in hospital*
2 *visits 22 percent of the time or less. These same researchers found*
3 *that police canine bites led to permanent physical disfigurement*
4 *and injuries to bones, blood vessels, nerves, breasts, testicles,*
5 *faces, noses, and eyes, sometimes causing blindness.*

6 (c) *Per the California Department of Justice Use of Force data*
7 *from 2021, injuries caused by police canines accounted for nearly*
8 *12 percent of cases that resulted in severe injury or death. Of these*
9 *cases, Black people are more than two times more likely than any*
10 *other group to be subjected to this use of force.*

11 SEC. 2. Section 13653 is added to the Penal Code, to read:

12 13653. (a) It is the intent of the Legislature to prevent the use
13 of police canines for the purpose of arrest, apprehension, or any
14 form of crowd control.

15 (b) A peace officer shall not use an unleashed police canine to
16 arrest or apprehend a person.

17 (c) A police canine shall not be used for crowd control at any
18 assembly, protest, or demonstration.

19 (d) A police canine shall not be used in any circumstance to
20 bite.

21 (e) A law enforcement agency shall not authorize any use or
22 training of a police canine that is inconsistent with this section.

23 (f) This section shall not be interpreted as to prevent the use of
24 police canines by law enforcement for purposes of search and
25 rescue, explosives detection, and narcotics detection that do not
26 involve biting.

27

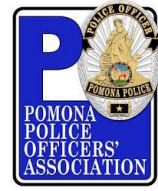
28

29 **REVISIONS:**

30 **Heading—Line 2.**

31

O



H.2.c

March 15, 2021

The Honorable Reggie Jones-Sawyer
Chair, Assembly Committee on Public Safety
State Capitol
Sacramento, CA 95814

RE: AB 742 (Jackson) OPPOSE

Dear Assemblymember Jones-Sawyer,

The Riverside Sheriffs' Association and numerous local law enforcement groups including the:

- | | | | | | |
|---------------|-------------------|---------------|---------------|-----------------|-----------------------------|
| Claremont POA | Palos Verdes POA | Upland POA | Murrieta POA | LA School PA | DSA Monterey County |
| Corona POA | Newport Beach PA | Santa Ana POA | Arcadia POA | Fullerton POA | California Coalition of |
| Pomona POA | Placer County DSA | Burbank POA | Riverside POA | Culver City POA | School Safety Professionals |

are vehemently opposed to AB 742 banning use of law enforcement K9s for arrests and apprehensions.

Canines are among the most effective de-escalation tools law enforcement officers possess. When a K9 is activated, the suspect surrenders prior to a bite command being given 90-99% of the time. The mere threat of a bite persuades most suspects to give up before any actual force from the dog or officer is used. K9s play an important role in deterring further violence and remain an important harm-reduction tool.

In 2021 in Riverside County, for example, Sheriff's canines interacted with 699 suspects. Only 6 of those incidents resulted in a dog bite. That's less than 1% (0.85) of such incidents resulting in a dog bite. Importantly, every persons bitten by the K9 as well as all of the arresting officers were all alive at the conclusion of the incident.

Police K9 units save lives by expediting the surrender of the suspect without the use of deadly force by an officer. K9s also save the lives of officers who would otherwise have to place themselves in more dangerous and deadly situations to effect an arrest of a barricaded or otherwise concealed suspect.

Unfortunately, AB 742 eliminates the use of law enforcement K9s for these very purposes, placing both suspects and officers at heightened risk for more serious injury or death.

The author and proponents have both lamented about the lack of statewide police K9 standards and we agree that uniformity may be appropriate. The executive director of the ACLU CA Action, co-sponsor of AB 742 contend that law enforcement has misused K9s, "...which is why we need a statewide standard." <https://ktla.com/news/local-news/california-bill-would-prohibit-k9-units-from-using-force-on-people/>

While we disagree that law enforcement overall has misused K9s, we would be amenable to having CA POST take their existing statewide guidelines for K9s and develop standards and training to allow for the continued use of K9s for arrest and apprehension.

K9s have saved the lives of many of our officers. Myriad suspects have been arrested peacefully due to the mere presence of a K9. Please do not strip our officers of this important safety and de-escalation tool. For these reasons, we must oppose AB 742 and respectfully request a NO vote. Please contact us at 916.580.5464 with any questions.

Sincerely,

Ryan Sherman
Legislative Advocate

Attachment: LETTER OPPOSING ASSEMBLY BILL 742 (6217 : Resolution Opposing Assembly Bill 742)