



REVISED 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**

December 17, 2019

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed Session

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

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dr. Yxstian A. Gutierrez, Mayor

Victoria Baca, Mayor Pro Tem
Ulises Cabrera, Council Member

David Marquez, Council Member
Dr. Carla J. Thornton, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
December 17, 2019

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. DPSS Point in Time Presentation

**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
DECEMBER 17, 2019**

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

Chaplain Brent E. Sharick, Moreno Valley Police Department

ROLL CALL

INTRODUCTIONS

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

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

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

JOINT CONSENT CALENDARS (SECTIONS A-E)

All items listed under the Consent Calendars, Sections A, B, C, D, and E are considered

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

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - DEC 3, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.3. 2020 CITY COUNCIL COMMISSION, BOARD, AND TASKFORCE PARTICIPATION APPOINTMENTS (Report of: City Clerk)

Recommendation: That the City Council:

1. Ratify the appointments to the various committees and regional bodies as noted on the 2020 Council Committee Participation List – terms end either June 30, 2020 or December 31, 2020.

- A.4. ADOPTION OF RESOLUTION FOR UPDATE OF THE CITY USER FEE SCHEDULE – PARKS AND COMMUNITY SERVICES FEES FOR FY 2019/20 (Report of: Parks & Community Services)

Recommendation:

1. Adopt Resolution 2019-____ approving the increase in Parks and Community Services User Fees.

- A.5. APPROVE INDEPENDENT EVALUATION OF MORENO VALLEY UTILITY'S WILDFIRE MITIGATION PLAN (Report of: Financial & Management Services)

Recommendation:

1. Approve the Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan.

A.6. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.7. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (MVU) (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2019-XX. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility (MVU).

A.8. APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH AAC UTILITY PARTNERS, LLC (AAC) FOR MORENO VALLEY UTILITY FUNCTIONAL NEEDS ASSESSMENT (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Approve the Professional Services Agreement with AAC Utility Partners, LLC (AAC) for Moreno Valley Utility Functional Needs Assessment.
2. Authorize the City Manager to execute the Agreement.
3. Appropriate additional funds of \$298,000 to fund the Professional Services Agreement.

A.9. APPROVAL OF THE AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH MIKE LEE TO REFLECT HIS APPOINTMENT AS THE INTERIM CITY MANAGER (Report of: City Clerk)

Recommendation:

Approve the amendment to the employment agreement with Mike Lee, to reflect his new position as the Interim City Manager and authorize the Mayor to execute it on behalf of the City.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF DEC 3, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF DEC 3, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF DEC 3, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - REGULAR MEETING OF DEC 3, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE

G. GENERAL BUSINESS

G.1. RECOMMENDED UPDATES - PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD (Report of: Public Works)

Recommendation:

1. Concur with the updated Pavement Management Program Five-year Look-ahead Plan.

G.2. City Council Reorganization - Selection of Mayor Pro Tem (Report of: City Clerk)

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

I.3. CITY ATTORNEY'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, Pat Jacquez-Nares, 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

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: 12-14-2019

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: December 17, 2019

TITLE: DPSS POINT IN TIME PRESENTATION

RECOMMENDED ACTION

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

None

APPROVALS

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
December 3, 2019**

CALL TO ORDER - 5:35 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
 - a) La Michoacána
 - b) The Elks Lodge

**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
December 3, 2019**

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Mayor Dr. Yxstian A. Gutierrez

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
Absent:	Dr. Carla J. Thornton	Council Member

Minutes Acceptance: Minutes of Dec 3, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

STAFF IN ATTENDANCE

Staff:	Pat Jacquez-Nares	City Clerk
	Renee Bryant	Management Aide
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Paul Early	Assistant City Attorney
	Tom DeSantis	City Manager
	Allen Brock	Assistant City Manager
	Mike Lee	Economic Development Director
	Patty Nevins	Acting Community Development Director
	Michael Koehler	Administration Lieutenant
	Kathleen Sanchez	Human Resources Director
	Patti Solano	Parks & Community Services Director
	Michael Wolfe	Public Works Director/City Engineer

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCILCarina Tamayo

1. Representing Senator Richard Roth's office, she invited residents to attend a Senior Scam Stopper event.

Tom Jerele Sr.

1. Praised the graffiti patrol. Recommended that they catalog the graffiti found in public restrooms for the Police Department.
2. Recognized Moreno Valley's 35th birthday.
3. Wished everyone Happy Holidays.

Louise Palomarez

1. Complimented the tree erected in front of City Hall.
2. Praised Council Member Thornton on her Veterans' Day speech.
3. Supports Item No. A.14.
4. Wished the City a Happy Birthday as well as an unnamed friend.
5. Discussed the pothole repairs.
6. Commended the Planning Commission.
7. Explained the fact that residents will have multiple opportunities to provide input on the strategic plan.
8. Wished everyone Happy Holidays.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Gutierrez opened the Consent Agenda items for public comments, none were received.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	David Marquez, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera
ABSENT:	Dr. Carla J. Thornton

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 - Regular Meeting - Nov 5, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.3. City Council - Closed Session - Nov 19, 2019 4:30 PM

Recommendation: Approve as submitted.

- A.4. City Council - Regular Meeting - Nov 19, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH OCTOBER 31, 2019 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through October 31, 2019.

- A.6. MAYORAL APPOINTMENT TO THE GENERAL PLAN ADVISORY COMMITTEE (Report of: City Clerk)

Recommendation:

1. Receive and confirm the following Mayoral appointment:

GENERAL PLAN ADVISORY COMMITTEE

<u>Name</u>	<u>Position</u>
Dr. Bobby Sheffield	Member

A.7. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.8. PAYMENT REGISTER - SEPTEMBER 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.9. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021 (ROPS 20-21) (RESO NO. SA 2019-03) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2019-03. A Resolution of the City Council of the City of Moreno Valley, California, serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule and Administrative Budget for the Period of July 1, 2020 through June 30, 2021 (ROPS 20-21), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the transmittal of the ROPS 20-21, for the period of July 1, 2020 through June 30, 2021 ("Exhibit A"), including Administrative Budget ("Exhibit B") for the said period, to the Countywide Oversight Board for County of Riverside for review and approval.

- A.10. AUTHORIZE THE AWARD OF THE DESIGN-BUILD CONTRACT TO ENGIE SERVICES U.S., INC. FOR THE CITY HALL ANNEX SOLAR CARPORTS & ELECTRIC VEHICLE CHARGING STATIONS, PROJECT NO. 805 0054 (AGMT NO. 2019-506) (Report of: Financial & Management Services)

Recommendations:

1. Award the design-build contract to ENGIE Services U.S., Inc., 1420 Iowa Avenue, Suite 210, Riverside, CA 92507 for the City Hall Annex Solar Carports and Electric Vehicle Charging Stations project.
2. Authorize the City Manager to execute the design-build contract with ENGIE Services U.S., Inc.
3. Authorize an amendment to the Fiscal Year 2019/20 budget as set forth in the Fiscal Impact section of this report.
4. Authorize the issuance of a Purchase Order to ENGIE Services U.S., Inc. in the amount of \$1,483,500 (\$1,290,000 bid amount plus \$193,500 contingency) when the contract has been signed by all parties.
5. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with ENGIE Services U.S., Inc., up to, but not exceeding, the 15% contingency amount of \$193,500, subject to the approval of the City Attorney.

- A.11. APPROVAL OF CONTRACT WITH AIRESRING, INC. FOR TELECOMMUNICATION SERVICES (AGMT NO. 2019-483) (Report of: Financial & Management Services)

Recommendations:

1. Approve an agreement with AireSpring, Inc. for the telecommunication services for City facilities for an amount not to exceed \$93,411 over three (3) years and authorize the City Manager to execute the agreement.
2. Authorize the City Manager to execute any subsequent related amendments or service extensions to the contract with AireSpring, Inc., during the life of the contract, subject to approval by the City Attorney and available budget.

- A.12. APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH CIVIC SOLUTIONS, INC. FOR PLANNING ENTITLEMENT AND PLAN CHECK SERVICES ON AN AS NEEDED BASIS (AGMT NO. 2017-95-02) (Report of: Community Development)

Recommendations:

1. Approve the Second Amendment to Agreement for Planning Entitlement and Plan Check Services on an As Needed Basis with Civic Solutions and authorize the City Manager or his designee, to execute, subject to the approval of the City Attorney.
2. Authorize an increase of \$227,500.00 to the not-to-exceed amount of the Agreement with Civic Solutions to \$602,500.00 and authorize the Purchasing Division Manager to execute a change order to increase Purchase Order #2020-43 to Civic Solutions for Planning Entitlement and Plan Check Services from \$75,000.00 up to \$302,500.00 for FY19/20.

- A.13. APPROVE THIRD AMENDMENT TO AGREEMENT WITH WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK SERVICES, INSPECTIONS, AND PERMIT TECHNICIAN CONSULTANT SERVICES (AGMT NO. 2018-139-03) (Report of: Community Development)

Recommendations:

1. Approve the Third Amendment to Agreement for Building and Safety Plan Check Services, Inspections, and Permit Technician Consultant Services with Willdan Engineering and authorize the City Manager, or his designee to execute the amendment, subject to the approval of the City Attorney.
2. Authorize a one-year extension of the Agreement with Willdan Engineering and authorize an increase of \$611,675.00 to the not-to-exceed amount of the Agreement to \$2,311,675.00 to cover added contract costs for fiscal year 19/20 and 20/21.

- A.14. APPROVE THE REPLACEMENT OF FOUR POLICE MOTORCYCLES (Report of: Police Department)

Recommendations:

1. Authorize the purchase of four 2020 BMW 1250-RTP police motorcycles and related emergency equipment totaling \$124,492.
2. Authorize the transfer of \$109,873 from the Equipment Replacement Fund 7510 to General Fund 1010, to add to the budgeted amount of \$14,619 in General Fund Account 1010-60-67-40210-660322, totaling

\$124,492 to use for the purchase of four 2020 BMW 1250-RTP police motorcycles and related emergency equipment.

- A.15. APPROVAL OF THIRD AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC., TO PROVIDE ADDITIONAL TREE TRIMMING AND REMOVAL SERVICES AT CITY PARKS, CITY FACILITIES, AND CITY RIGHT-OF-WAYS (AGMT NO. CSD 2018-104-03) (Report of: Parks & Community Services)

Recommendations:

1. Approve the Third Amendment to the Independent Contractor Agreement CSD 2018-104-02 with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806, in substantial form attached hereto, to provide additional tree trimming and removal services at City parks, City facilities, and City right-of-ways.
2. Authorize the City Manager to execute the Third Amendment to the Agreement for Tree Trimming and Removal Services with West Coast Arborists, Inc., and issuance of the Purchase Order for service once the Amendment has been fully executed.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF NOV 5, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED SESSION OF NOV 19, 2019 4:30 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF NOV 19, 2019 6:00 PM (See A.4)

Recommendation: Approve as submitted.

Mayor Gutierrez acknowledged Mario Gurai in the audience and congratulated Dr. Sheffield on his appointment to the General Plan Advisory Committee.

C. CONSENT CALENDAR - HOUSING AUTHORITY - NONE

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES - NONE

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY - NONE

F. PUBLIC HEARINGS - NONE

G. GENERAL BUSINESS

G.1. FISCAL YEAR 2019/20 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST QUARTER BUDGET AMENDMENTS AND REVIEW OF THE OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2018/19 (RESO NO. 2019-67, CSD 2019-26) (Report of: Financial & Management Services)

Chief Financial Officer/City Treasurer Eyerman provided the report.

Tom Jerele Sr. supports the item.

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2019/20 First Quarter Budget Review.
2. Adopt Resolution No. 2019-67. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised budgets for Fiscal Years 2019/20 – 2020/21.
3. Approve the City Position Summary.
4. Approve the reclassification of two Senior Administrative Assistants to Management Aides.
5. Approve the reclassification of the Vehicle/Equipment Technician to Lead Vehicle/Equipment Technician.
6. Receive and file the Fiscal Year 2018/19 Carryover Memo.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	David Marquez, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera
ABSENT:	Dr. Carla J. Thornton

Minutes Acceptance: Minutes of Dec 3, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Recommendation: That the CSD:

1. Adopt Resolution No. CSD 2019-26. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Years 2019/20 – 2020/21.

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera
ABSENT: Dr. Carla J. Thornton

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - Council Member Marquez

Council Member Marquez reported the following:

Items covered at the RCHCA Board of Directors meeting on November 21, 2019 include:

- The RCHCA concluded its annual Celebrating Endangered Species events for 2019. These events provide an educational outreach program to share information regarding the importance of conserving natural resources, and efforts to protect threatened and endangered species in Western Riverside County. The events in September and October hosted more than 1,000 students from schools throughout the County, and included students from Moreno Valley.

Riverside County Transportation Commission (RCTC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

From November 29 to December 21, Metrolink will offer special Friday and Saturday night train service to the Festival of Lights. An adult round-trip Festival of Lights train ticket is \$7 and children 18 and under ride for free. A

Minutes Acceptance: Minutes of Dec 3, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

complimentary shuttle takes Metrolink passengers from the Riverside-Downtown Station to the Festival of Lights. Please visit www.metrolinktrains.com <<http://www.metrolinktrains.com>> for more details.

Riverside Transit Agency (RTA) - Council Member Marquez

Council Member Marquez reported the following:

Once again, RTA will be offering a Youth Fare promotion during the winter break. From December 21 through January 12, students in grades 1 through 12 can ride the bus for only 25 cents. This fare promotion is good for any fixed route bus including commuter links. Just show your student ID. Please visit www.riversidetransit.com <<http://www.riversidetransit.com>> for more details.

Western Riverside Council of Governments (WRCOG) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

Items covered at the WRCOG Executive Committee meeting on November 4, 2019 include:

- A summary of the actions of the WRCOG standing committee meetings was provided including an update regarding the SB 2 grant program, which is known as the Building Homes and Jobs Act. The grant funds are intended to help cities address the state's housing shortage and housing costs by modifying the city review process and standards to help increase housing production.
- The City has submitted a proposal under this program to include technological enhancements to expedite the development review process, updates to the Municipal Code, and improving available information for the public. The City submitted its grant application on November 15th.

Western Riverside County Regional Conservation Authority (RCA) - Council Member Marquez

Council Member Marquez reported the following:

Items covered at the RCA Board of Directors meeting on December 2, 2019 include:

- Moreno Valley's MSHCP fee collection totaled \$ 28,184 (13 residential permits) in October 2019.

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager DeSantis wished Moreno Valley a Happy Birthday. He invited residents to the Snow Day and Tree Lighting event on December 7, 2019. He stressed the importance of the Budget Report and remarked on the accomplishment of having a balanced budget for eight straight years.

I.3. CITY ATTORNEY'S REPORT - NONE

(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.

Council Member Marquez

1. Wished everyone a belated Happy Thanksgiving.
2. Encouraged everyone to be aware of their surroundings given the current holiday season.
3. Announced that sand bags are available.
4. Thanked Public Works for their rapid response to all the new potholes that have surfaced after the recent rainfall. Urged residents to report potholes.
5. Persuaded residents to provide their input regarding Destination Moval.
6. Attended the memorial of former Mayor and Council Member Bonnie Flickinger.

Council Member Cabrera

1. Thanked staff and Chief Financial Officer/City Treasurer Eyerman for their work on ensuring the budget is balanced.
2. Discussed the road repairs taking place in his District, which will conclude in January.
3. Reported on the recent major victories of the Moreno Valley Falcons and Athletic FC.
4. Encouraged residents to attend the ribbon cutting ceremony for Moreno Valley College's iMake Innovation Center on December 4, 2019.
5. Reminded residents that Moreno Valley College offers a Cyber Security program.
6. Invited residents to attend the Tree Lighting Ceremony.

Mayor Pro Tem Baca

1. Urged residents to attend the Snow Day and Tree Lighting events.
2. Wished the City a Happy Birthday.
3. Suggested that residents remember those less fortunate by making a contribution.

Mayor Gutierrez

1. Wished the City a Happy Birthday.
2. Expressed his belated Thanksgiving wishes.
3. Made everyone aware of the fact that it was Giving Tuesday and persuaded them to consider donating to a charity.
4. Attended the MoVaLearns Holiday Celebration where the recipients were awarded Target gift cards.
5. Remarked on the partnership with Moreno Valley College, which created the iMake Mobile Innovation Center.
6. Requested that residents attend Tree Lighting ceremony.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:41 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 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 Finance Authority

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: December 17, 2019

TITLE: 2020 CITY COUNCIL COMMISSION, BOARD, AND TASKFORCE PARTICIPATION APPOINTMENTS

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Ratify the appointments to the various committees and regional bodies as noted on the 2020 Council Committee Participation List – terms end either June 30, 2020 or December 31, 2020.

SUMMARY

The previous Council Committee Participation appointments were for either six months or one year and have come to their end. Mayor Gutierrez has compiled the new 2020 Council Committee Participation appointments with the terms to end on June 30, 2020 or December 31, 2020 (Attachment A).

NOTIFICATION

The Form 806 (Attachment B) which lists all the paid appointed positions to which an official will vote to appoint themselves was posted on the City's website on October 2, 2019 pursuant to FPPC Regulation 18702.5 and posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Attachment A: REVISED 2020 Council Committee Participation
- 2. Attachment B: FPPC Form 806

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	12/12/19 4:31 PM
City Manager Approval	<u>✓ Approved</u>	12/12/19 5:21 PM

REVISED 12/13/19
MAYOR'S RECOMMENDATION
2020 COUNCIL COMMITTEE PARTICIPATION

CITY COUNCIL ADVISORY COMMISSIONS/ BOARDS:	Primary	Alternate	Term
Arts Commission	Cabrera		6/30/2020
Emerging Leaders Council	Cabrera		6/30/2020
Environmental and Historical Preservation Board	Thornton		6/30/2020
Library Commission	Baca		6/30/2020
Parks, Community Services and Trails Committee	Cabrera		6/30/2020
Senior Citizens' Board	Baca		6/30/2020
Traffic Safety Commission	Thornton		6/30/2020
Utilities Commission	Thornton		6/30/2020

CITY COUNCIL SUBCOMMITTEES:

Economic Development Subcommittee <i>Appoint 2 Primary</i>	Gutierrez/Cabrera		6/30/2020
Finance Subcommittee <i>Appoint 2 Primary</i>	Gutierrez/Cabrera		6/30/2020
Public Safety Subcommittee <i>Appoint 2 Primary</i>	Thornton/Baca	Gutierrez	6/30/2020
Parks and Community Services Council Committee <i>Appoint 2 Primary 2 Alternates</i>	Gutierrez/Baca		6/30/2020

INTER-AGENCY:

March Joint Powers Commission (JPC) <i>Appoint 2 Primary</i>	Baca/Thornton		12/31/2020
School Districts/City Joint Task Force <i>Appoint 2 Primary</i>	Baca/Cabrera		12/31/2020
Riverside County Habitat Conservation Agency (RCHCA)	Marquez		12/31/2020
Riverside County Transportation Commission (RCTC)	Gutierrez	Thornton	12/31/2020
Riverside Transit Agency (RTA)	Marquez	Gutierrez	12/31/2020
Western Riverside Council of Governments (WRCOG)	Baca	Gutierrez	12/31/2020
Western Riverside County Regional Conservation Authority (RCA)	Marquez		12/31/2020

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name

City of Moreno Valley

Date Posted: 09/12/2019
(Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Riverside Transit Agency (RTA)	<p>▶ Name <u>Marquez, David</u> <i>(Last, First)</i></p> <p>Alternate, if any <u>Cabrera, Ulises</u> <i>(Last, First)</i></p>	<p>▶ <u>12 / 31 / 18</u> <i>Appt Date</i></p> <p>▶ <u>12 Months</u> <i>Length of Term</i></p>	<p>▶ Per Meeting: \$ <u>150.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> <i>Other</i></p>
Western Riverside Council of Governments (WRCOG)	<p>▶ Name <u>Baca, Victoria</u> <i>(Last, First)</i></p> <p>Alternate, if any <u>Gutierrez, Yxstian</u> <i>(Last, First)</i></p>	<p>▶ <u>12 / 31 / 18</u> <i>Appt Date</i></p> <p>▶ <u>12 Months</u> <i>Length of Term</i></p>	<p>▶ Per Meeting: \$ <u>150.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> <i>Other</i></p>
Western Riverside County Regional Conservation Authority (RCA)	<p>▶ Name <u>Marquez, David</u> <i>(Last, First)</i></p> <p>Alternate, if any <u>n/a</u> <i>(Last, First)</i></p>	<p>▶ <u>12 / 31 / 18</u> <i>Appt Date</i></p> <p>▶ <u>12 Months</u> <i>Length of Term</i></p>	<p>▶ Per Meeting: \$ <u>100.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> <i>Other</i></p>
	<p>▶ Name _____ <i>(Last, First)</i></p> <p>Alternate, if any _____ <i>(Last, First)</i></p>	<p>▶ <u> / / </u> <i>Appt Date</i></p> <p>▶ _____ <i>Length of Term</i></p>	<p>▶ Per Meeting: \$ _____</p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i></p>
	<p>▶ Name _____ <i>(Last, First)</i></p> <p>Alternate, if any _____ <i>(Last, First)</i></p>	<p>▶ <u> / / </u> <i>Appt Date</i></p> <p>▶ _____ <i>Length of Term</i></p>	<p>▶ Per Meeting: \$ _____</p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i></p>
	<p>▶ Name _____ <i>(Last, First)</i></p> <p>Alternate, if any _____ <i>(Last, First)</i></p>	<p>▶ <u> / / </u> <i>Appt Date</i></p> <p>▶ _____ <i>Length of Term</i></p>	<p>▶ Per Meeting: \$ _____</p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i></p>

Attachment: Attachment B: FPPC Form 806 (3852 : 2020 CITY COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: December 17, 2019

TITLE: ADOPTION OF RESOLUTION FOR UPDATE OF THE CITY USER FEE SCHEDULE – PARKS AND COMMUNITY SERVICES FEES FOR FY 2019/20

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution 2019-____ approving the increase in Parks and Community Services User Fees.

SUMMARY

This report recommends adoption of Resolution 2019-____ approving a 3.1% increase to the existing Parks and Community Services Department's user fees to take effect December 18, 2019.

The City's Fee Schedule sets the rates or fees for services. On November 17, 2017, Council approved the Parks and Community Services' user fee revisions to reflect updated costs based on a fee study conducted by the Parks and Community Services Department. At that time, there was no CPI (consumer price index) approved. This action proposes a fee increase of 3.1% which reflects the increase in the Consumer Price Index (CPI) for the Riverside, San Bernardino, Ontario area for the period of September 2018 to September 2019 as published in October 2019 by the U.S. Department of Labor, Bureau of Labor Statistics. CPI measures the rate of inflation experienced by consumer goods during a specific period.

In evaluating the proposed user fee adjustment, it is important to note that the Department does not generate adequate revenue to cover its expenditures and in Fiscal Year 2019/20 requires a General Fund transfer of \$528,237 to maintain a balanced

budget. This is due to the Department's primary revenue source, the Zone A parcel tax, being fixed since June 30, 1992, while other costs have risen over the last 27 years. The annual Zone A parcel tax of \$87.50 can be increased only by a two-thirds (2/3) voter-approval.

The Parks and Community Services Subcommittee reviewed the proposed Parks and Community Services user fee changes on December 3, 2019, and is recommending approval to the City Council.

The Parks, Community Services and Trails Committee also reviewed the proposed user fee schedule on December 5, 2019, and took action to recommend the proposed fee changes to City Council.

DISCUSSION

The City of Moreno Valley is allowed to recover costs for certain services provided at the request of the public. Based on California statutes, cities are able to recover up to the full cost of services which are provided based on voluntary requests from the public. The statutes require that any revenues collected related to the provision of these services can only be used to offset costs resulting from the performance of the requested services or activities. These fees may not exceed the estimated reasonable cost of providing that service.

The Parks and Community Services Fees include fees related to programs (sports, contract classes and seniors), park reservations (athletic fields), and facility room rentals (Conference and Recreation Center, Senior Community Center and other community centers) managed by the Parks and Community Services Department. On November 17, 2017, Council approved the Parks and Community Services User Fee Schedule revision, via a fee study, to reflect changes in the services or programs that were provided as well as setting new fee levels. Another fee study will be conducted in 2022, which follows the routine five-year review period.

In keeping with best practice, fees will be adjusted annually to reflect the impact of inflation. The proposed fee increase reflects the increase in the Consumer Price Index (CPI) of 3.1% for the Riverside, San Bernardino, Ontario area for the period of September 2018 to September 2019, which was published in October 2019 by the U.S. Department of Labor, Bureau of Labor Statistics. CPI measures the rate of inflation experienced by consumer goods during a specific period. This ensures that the fees are comparable to the surrounding businesses that provide similar services to the Parks and Community Services Department.

The draft fee schedule refers to the previous maximum City Council approved fees, proposed fee and applied fees. The applied fees were determined to ensure cashing efficiency (fees were rounded down to the nearest whole dollar, .10 or .25 cents, not to exceed the CPI) as well as customer convenience. Fees that did not meet these dollar amount thresholds will remain unaffected and will be compounded annually with each CPI increase until one of the thresholds is met.

ALTERNATIVES

1. That the City Council adopt Resolution No. 2019-___ increasing Parks and Community Services Fees. *Staff recommends this alternative since this establishes the Fee Resolution for FY 2019-20 and allows staff to update the necessary systems that utilize these fees.*
2. Do not adopt Resolution No. 2019-___ and provide staff with additional direction. Staff does not recommend this alternative since this will result in a delay in the programming of the new fee structure into the City's software applications.

FISCAL IMPACT

The fiscal impact of the adoption of these user fees will be dependent on the demand for these services from the community.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Erica Green
Parks & Community Services Deputy Director

Department Head Approval:
Patricia Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.5: Promote a healthy community and lifestyle.

Objective 5.6: Enhance community outreach, partnership opportunities, and stakeholder ownership of the City's parks and recreation services, programs and events.

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

ATTACHMENTS

1. RESOLUTION NO. 2019-___ USER FEES

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/10/19 11:18 AM
City Attorney Approval	<u>✓ Approved</u>	12/11/19 2:49 PM
City Manager Approval	<u>✓ Approved</u>	12/11/19 2:53 PM

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING USER FEES FOR THE PARKS AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR (FY) 2019-20 AND REPEALING PRIOR RESOLUTIONS THAT MAY CONFLICT WITH APPROVING THE FY 2019-20 FEE SCHEDULE.

WHEREAS, the City Council of the City of Moreno Valley, California, has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, some portion of the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public, and the source of revenues required to defray such costs; and

WHEREAS, the fees set forth in the proposed fee schedule do not exceed the actual or estimated costs to the City of providing the services to which the fees relate; and

WHEREAS, the City Council has duly considered at a duly noticed regularly scheduled meeting, the question of whether or not to modify existing fees and establish new fees for such services, and

WHEREAS, at said meeting, the City Council duly considered all public comments which were made with respect to said question;

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

1. The fee schedule attached hereto as Exhibit A, "Section 6 – Parks & Community Services", is hereby approved, adopted and incorporated herein by this reference, amending the City of Moreno Valley Schedule of City Fees, Charges and Rates Fiscal Year 2019-20.
2. The approved fees shall be applied to all uses set forth in said schedule.
3. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services as identified in the data made available.

4. The fees set forth in Exhibit A are necessary to enable the City to provide the services to which they relate.

5. The approved fee schedule established herein shall become effective December 18, 2019.

6. The Consumer Price Index (CPI) used for the annual calculation will be the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, for the Riverside-San Bernardino-Ontario area as of September year over year.

7. All prior enactments of the City Council establishing fees for services and materials are hereby repealed to the extent that such enactments establish fees for services and materials which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

8. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

APPROVED AND ADOPTED this 17th day of December, 2019.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2 Resolution No. 2019-_____
Date Adopted: December 17th, 2019

Attachment: RESOLUTION NO. 2019-____ USER FEES (3849 : ADOPTION OF RESOLUTION FOR UPDATE OF THE CITY USER FEE SCHEDULE -

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019- was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 17th day of December, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3 Resolution No. 2019-_____
Date Adopted: December 17th, 2019

Attachment: RESOLUTION NO. 2019-____ USER FEES (3849 : ADOPTION OF RESOLUTION FOR UPDATE OF THE CITY USER FEE SCHEDULE -

Section 6 - Parks and Community Services

Fee Description	Unit	Council Approved Fee	Proposed Fee	Applied Fee	Comments on Proposed Changes to Fees
Recreation Programs					
<i>Where fee ranges are used, actual fees are set based on specific program elements and posted in the Soaring Guide, as determined by Parks & Community Services staff.</i>					
Adult Sports (18 Years or Older)					
Adult Sports League	Per Team	\$ 315.00 - 420.00	\$ 324.77-433.02	\$ 324.75-433	
Adult Sports Tournament	Per Team	\$ 194.00 - 336.00	\$ 200.01-346.42	\$ 200-346.40	
Open Play	Per Person	\$ 4.00	\$ 4.1240	\$ 4.10	
Protest and Forfeit Fee	Per Team	\$ 26.00	\$ 26.8060	\$ 26.80	
New Program	Per Person	Cost Recovery	Cost Recovery	Cost Recovery	
Cancellation/Transfer Fee (before start of program)	Per Person	20%	20%	20%	
Adult Activities and Programs					
Contract Classes	Per Person	\$ 16.00 - 315.00	\$ 16.50-324.77	\$ 16.50-324.75	
Programs	Per Person	\$ 11.00 - 89.00	\$ 11.34-91.76	\$ 11.30-91.75	
Cancellation/Transfer Fee (before start of program)	Per Person	20%	20%	20%	
New Contract Classes	Per Person	Cost Recovery	Cost Recovery	Cost Recovery	
Youth Sports					
Youth Sports Leagues #	Per Person	\$ 53.00 - 110.00	\$ 54.64-113.41	\$ 54.60-113.40	
Youth Sports Tournaments	Per Team	\$ 158.00 - 315.00	\$ 162.90-324.77	\$ 162.90-324.75	
Sports Camps/Clinics #	Per Person	\$ 32.00 - 116.00	\$ 32.99-119.60	\$ 32.90-119.60	
Open Play Sports	Per Person	\$ 2.00	\$ 2.0620	\$ 2.00	
New Youth Sports Programs #	Per Person	Cost Recovery	Cost Recovery	Cost Recovery	
Cancellation/Transfer Fee (before start of program)	Per Person	20%	20%	20%	
<i># Denotes Family Discount available. See note below.</i>					
Youth Activities and Programs					
Contract Classes	Per Person	\$ 15.00 - 319.00	\$ 15.46-328.89	\$ 15.40-328.80	
Camp * (Weekly) #	Per Person	\$ 54.00 - 126.00	\$ 55.67-129.91	\$ 55.60-129.90	
Time for Tots - 4 Days (2 Weeks) #	Per Person	\$ 82.00	\$ 84.5420	\$ 84.50	
T-Shirts	Each	\$ 11.00	\$ 11.3410	\$ 11.30	
Late Pick-Up Fee	Per 15 min	\$ 5.00	\$ 5.1550	\$ 5.10	
New Activity/Program #	Per Person	Cost Recovery	Cost Recovery	Cost Recovery	
New Contract Class	Per Person	Cost Recovery	Cost Recovery	Cost Recovery	
Cancellation/Transfer Fee (before start of program)	Per Person	20%	20%	20%	
<i># Denotes Family Discount available. See note below.</i>					

-FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

- 1st Child = Full rate
- 2nd Child = Receives a 15% discount
- 3rd Child + = Receives a 10% discount off the 2nd child rate

Licensed Child Care

Fees for "A Child's Place" Child Care Program are established by the California Department of Education Family Fee Schedule, pursuant to the Education Code [EC 8273 and EC 8447(e)].

Attachment: RESOLUTION NO. 2019-____ USER FEES (3849 : ADOPTION OF RESOLUTION FOR

Section 6 - Parks and Community Services

Fee Description	Unit	Council Approved Fee	Proposed Fee	Applied Fee	Comments on Proposed Changes to Fees
Senior Programs					
Bingo	Per Person	\$ 1.00	\$ 1.0310	\$ 1.00	
	Addtl. Card	\$ 0.50	\$ 0.5155	\$ 0.50	
Breakfast, Lunch, Pizza, Picnic	Per Person	Cost Recovery	Cost Recovery	Cost Recovery	Cost Recovery
Bunco	Per Person	\$ 2.00	\$ 2.0620	\$ 2.00	
Dances	Per Person	\$ 8.00	\$ 8,2480	\$ 8.20	
Line Dancing	Per Person	Contracted	Contracted	Contracted	
Swap Meet	Per Table	\$ 5.00	\$ 5.1550	\$ 5.10	
New Senior Contract Program - Administered by Contract	Per Person	Contracted	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Per Person	\$ -	\$ -	\$ -	
New Senior Program Assisted by City Staff	Per Person	Contracted	Contracted	Contracted	
New Senior Programs Assisted By Volunteers	Per Person	\$ -	\$ -	\$ -	
Trips/Tours - Administered by Contract	Per Person	Contracted	Contracted	Contracted	
Community Events					
Entry & Activity Fee	Per Person	\$ 0 - 11.00	\$ 0-11.34	\$ 0-11.30	
Parade/Exhibitor Entry*	Per Entry	\$ 32.00 - 53.00	\$ 32.99-54.64	\$ 32.90-54.60	
Info Booth (Commercial)	Per Booth	\$ 105.00 - 263.00	\$ 108.26-271.15	\$ 108.25-271.10	
Info Booth (Non-Profit)	Per Booth	\$ 26.00 - 53.00	\$ 26.81-54.64	\$ 26.80-54.60	
Food Booth (Commercial)	Per Booth	\$ 79.00 - 315.00	\$ 81.45-324.77	\$ 81.40-324.75	
Food Booth (Non-Profit)	Per Booth	\$ 79.00 - 184.00	\$ 81.45-189.70	\$ 81.40-189.70	
Vendor Booth Deposit	Per Booth	\$ 25.00 - 100.00	\$ 25.78-103.10	\$ 24.75-103.10	
Arts & Craft Vendor	Per Booth	\$ 26.00 - 105.00	\$ 26.81-108.26	\$ 26.80-108.25	

*Denotes early registration fee

Attachment: RESOLUTION NO. 2019-___ USER FEES (3849 : ADOPTION OF RESOLUTION FOR UPDATE

Section 6 - Parks and Community Services

Fee Description	Unit	Council Approved Fee	Proposed Fee	Applied Fee	Comments on Proposed Changes to Fees
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Park Reservations

Where fee ranges are used, actual fees are set based on specific program elements and posted in the Soaring Guide, as determined by Parks & Community Services staff.

Athletic Facility Reservation

Non-Profit Youth Groups per field	Per Hour	\$ 3.00	\$ 3.0930	\$ 3.00	
Adult Non-Profit Groups and Unorganized Public Play per field	Per Hour	\$ 7.50	\$ 7.7325	\$ 7.70	
Adult & Youth Sports play by Private Groups	Per Hour	\$ 15.00	\$ 15.4650	\$ 15.40	
Organized Commercial (For Profit) Groups (per field)	Per Hour	\$ 75.00	\$ 77.3250	\$ 77.30	
Baseball Field Preparation	Per Field	\$ Cost Recovery	\$ Cost Recovery	\$ Cost Recovery	
Multi-Use Field Preparation	Per Field	\$ Cost Recovery	\$ Cost Recovery	\$ Cost Recovery	
Basketball Court	Per Hour	\$ 5.00	\$ 5.1550	\$ 5.10	
Tennis Court	Per Hour	\$ 5.00	\$ 5.1550	\$ 5.10	
Cancellation/Non-field use (per hour, per field)		50%	50%	50%	
Refundable Security Deposit	Org. per year	\$ 250.00	\$ 257.7500	\$ 257.75	

Athletic Field Lighting

Youth Groups	Per Hour	\$ 18.00	\$ 18.5580	\$ 18.50	
Adult Groups	Per Hour	\$ 21.00	\$ 21.6510	\$ 21.60	

Snack Bar

Non-Profit Youth Groups	Per Day	\$ 25.00	\$ 25.7750	\$ 25.75	
Non-Profit Youth Groups	Per Evening	\$ 15.00	\$ 15.4650	\$ 15.40	
Youth and Non-Profit Groups (over 4 hour play)	Per Day	\$ 60.00	\$ 61.8600	\$ 61.80	
Refundable Security Deposit (required for all groups)	Per Rental	\$ 200.00	\$ 206.2000	\$ 206.20	
Key Deposit (required for all groups)	Per Group	\$ 26.00	\$ 26.8060	\$ 26.80	

Storage Unit Rental

Storage Units 0 - 80 ft ²	Per Month	\$ 37.00	\$ 38.1470	\$ 38.10	
Storage Units 81 - 160 ft ²	Per Month	\$ 74.00	\$ 76.2940	\$ 76.25	

Over 4 Hour Play

Field Reservation/Non-Profit (First field preparation included)*	Per Field	\$ 125.00	\$ 128.8750	\$ 128.80	
Field Reservation/Private Group (First field preparation included)	Per Field	\$ 200.00	\$ 206.2000	\$ 206.20	
Mound Drop and Removal	Per Event	\$ 184.00 - \$315.00	\$ 189.70-324.77	\$ 189.70-324.75	
Refundable Security Deposit	Per Field	\$ 100.00	\$ 103.1000	\$ 103.10	
Cancellation/Non-field use (per hour, per field)		50%	50%	50%	
Gate Admission and Camp/Clinic Fees Must be Pre-Approved by Director Per Event					

**Up to 3 days @ 4 fields maximum before reverting to athletic facility reservation fees*

Section 6 - Parks and Community Services

Fee Description	Unit	Council Approved Fee	Proposed Fee	Applied Fee	Comments on Proposed Changes to Fees
Park Fees					
Park Reservation for Special Events	Per Day	\$ 53.00	\$ 54.6430	\$ 54.60	
Park Reservation for Park Area	Per Day	\$ 26.00	\$ 26.8060	\$ 26.80	
Picnic Shelter Small (1-2 Tables)	Per Day	\$ 42.00	\$ 43.3020	\$ 43.30	
Picnic Shelter Medium (3-6 Tables)	Per Day	\$ 84.00	\$ 86.6040	\$ 86.60	
Picnic Shelter Large (6 or More Tables)	Per Day	\$ 168.00	\$ 173.2080	\$ 173.20	
Refundable Security Deposit	Per Day	\$ 75.00 - 500.00	\$ 77.325-515.50	\$ 77.30-515.50	
Special Event Permit	Per Day	\$ 217.00	\$ 223.7270	\$ 223.70	
Cancellation/Transfer Fee		20%	20%	20%	
Electrical Use	Per Day	\$ 37.00	\$ 38.1470	\$ 38.10	

Valley Skate Park and Soccer Arena

Helmet Rental	Per Person	\$ 3.00	\$ 3.0930	\$ 0.00	No longer charge
Helmet Deposit (ID Required or \$20 Deposit)	Per Person	\$ 20.00	\$ 20.6200	\$ 0.00	No longer charge
Skate Park and Arena Soccer Session Entry Fee					
Youth	Per Session	\$ 2.00	\$ 2.0620	\$ 0.00	No longer charge
Adult	Per Session	\$ 4.00	\$ 4.1240	\$ 0.00	No longer charge
Soccer Arena Rental	Per Hour	\$ 5.00-53.00	\$ 5.16 - 54.64	\$ 5.10-54.60	

Golf Course

Adult 9 Holes	Weekday	\$ 9.00	\$ 9.2790	\$ 9.25	
	Weekend	\$ 11.00	\$ 11.3410	\$ 11.30	
Senior (55+) 9 Holes	Weekday	\$ 6.00	\$ 6.1860	\$ 6.10	
	Weekend	\$ 9.00	\$ 9.2790	\$ 9.25	
Youth* (17 & under) 9 Holes	Weekday	\$ 5.00	\$ 5.1550	\$ 5.10	
	Weekend	\$ 7.00	\$ 7.2170	\$ 7.20	
Twilight Fees		\$ 6.00	\$ 6.1860	\$ 6.10	
Tournament Play		\$ 12.00	\$ 12.3720	\$ 12.30	
Additional 9 Holes		\$ 5.00	\$ 5.1550	\$ 5.10	
Cart and Club Rentals	Weekday	\$ 3.00	\$ 3.0930	\$ 3.00	
	Weekend	\$ 5.00	\$ 5.1550	\$ 5.10	
Adult Punch Card**	10 Rounds	\$ 75.00	\$ 77.3250	\$ 77.30	
Senior Punch Card**	10 Rounds	\$ 50.00	\$ 51.5500	\$ 51.50	
Youth Punch Card**	10 Rounds	\$ 40.00	\$ 41.2400	\$ 41.20	

*All Youth must be accompanied by a paying adult.

** All Punch cards only valid for 9 hole rounds on Monday through Friday.

Section 6 - Parks and Community Services

Facility Rental Fees

Conference and Recreation Center Hourly Rental Rates

Group 1	City events
Group 2	City of Moreno Valley residents, non-profit resident organizations, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.

DAYS 4 HOUR MINIMUM	Grand Valley Ballroom* (includes small patio)			DAYS 4 HOUR MINIMUM	Garden Room		
	Group 3 Applied Proposed w/CPI Current	Group 2 Applied Proposed w/CPI Current	Group 1 Applied Proposed w/CPI Current		Group 3 Applied Proposed w/CPI Current	Group 2 Applied Proposed w/CPI Current	Group 1 Applied Proposed w/CPI Current
M - FRI	\$216.50 \$216.5100 \$210	\$173.20 \$173.2080 \$168	\$54.60 \$54.6430 \$53	M - TH	\$77.30 \$77.3250 \$75	\$56.70 \$56.7050 \$55	\$32.90 \$32.9920 \$32
SAT	\$379.40 \$379.4080 \$368	\$324.75 \$189.70 after 6 hrs \$324.7650 \$189.704 after 6 hrs \$315 \$184 after 6 hrs	\$315.00 \$189.70 after 6 hrs \$324.7650 \$189.704 after 6 hrs \$315 \$184 after 6 hrs	FRI - SUN	\$97.90 \$97.9450 \$95	\$77.30 \$77.3250 \$75	\$32.90 \$32.9920 \$32
SUN	\$324.75 \$324.7650 \$315	\$271.10 \$189.70 after 6 hrs \$271.1530 \$189.704 after 6 hrs \$263 \$184 after 6 hrs	\$271.10 \$189.70 after 6 hrs \$271.1530 \$189.704 after 6 hrs \$263 \$184 after 6 hrs				
LONG TERM	\$173.20 \$173.2080 \$168	\$173.20 \$173.2080 \$168	n/a n/a n/a	LONG TERM	\$51.50 \$51.5500 \$50	\$51.50 \$51.5500 \$50	n/a n/a n/a

*Use of Large Patio is \$51.50/hour for Groups 2 & 3 (no cost to Group 1)

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Section 6 - Parks and Community Services

DAYS 2 HOUR MINIMUM	Alessandro Room (A&B)**			Frank E. Brown Room			DAYS 2 HOUR MINIMUM	Gymnasium**			Aerobics Studio		
	Group 3 Applied	Group 2 Applied	Group 1 Applied	Group 3 Applied	Group 2 Applied	Group 1 Applied		Group 3 Applied	Group 2 Applied	Group 1 Applied	Group 3 Applied	Group 2 Applied	Group 1 Applied
	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI		Proposed w/CPI	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI	Proposed w/CPI
	Current	Current	Current	Current	Current	Current		Current	Current	Current	Current	Current	Current
M - SUN	\$92.70 \$92.7900 \$90	\$61.80 \$61.8600 \$60	\$32.90 \$32.9920 \$32	\$46.30 \$46.3950 \$45	\$30.90 \$30.9300 \$30	\$16.40 \$16.4960 \$16	M - SUN	\$108.25 \$108.2550 \$105	\$54.60 \$54.6430 \$53	\$26.80 \$26.8060 \$26	\$81.40 \$81.4490 \$79	\$32.90 \$32.9920 \$32	\$16.40 \$16.4960 \$16
LONG TERM	\$53.60 \$53.6120 \$52	\$53.60 \$53.6120 \$52	n/a n/a n/a	\$26.80 \$26.8060 \$26	\$26.80 \$26.8060 \$26	n/a n/a n/a							

**Rates reduced 50% for half of Alessandro Room or Gymnasium rental
 Little Rascals Room rented at \$43.30/hour as part of large event rental

Conference and Recreation Center Service/Facility Fees

Refundable Security Deposits
 CURRENT

Grand Valley Ballroom	Garden Room	Alessandro Rooms	Frank E. Brown Room	Gymnasium	Aerobics Studio
\$200 - \$750	\$200	\$100	\$100	\$250 - \$500	\$250 - \$ 500

PROPOSED W/CPI

Grand Valley Ballroom	Garden Room	Alessandro Rooms	Frank E. Brown Room	Gymnasium	Aerobics Studio
\$206.20-\$773.25	\$206.20	\$103.10	\$103.10	\$257.75-\$515.50	\$257.75-\$515.50

APPLIED

Grand Valley Ballroom	Garden Room	Alessandro Rooms	Frank E. Brown Room	Gymnasium	Aerobics Studio
\$206.20-\$773.25	\$206.20	\$103.10	\$103.10	\$257.75-\$515.50	\$257.75-\$515.50

Fee	Current	Proposed w/CPI	Applied	Fee	Rate
AV Projector	\$53 - \$79	\$54.643-\$81.449	\$54.60-81.40	Audio/Visual Tech	Cost Recovery
Microphone	\$26	\$26.8060	\$26.80	Staff Time/Overtime	
Deluxe Sound System	\$105	\$108.2550	\$108.25	Cleaning	
Dance Floor (500-1000 sq ft)	\$210	\$216.5100	\$216.50	Security	
Platform Lights	\$105 - \$210	\$108.255-\$216.51	\$108.25-216.50	Linens	
Scoreboard	\$25	\$25.7750	\$25.75	Insurance	
Gym Floor Covering	\$1,365	\$1,407.3150	\$1,407.30	False Alarms (Police/Fire)	
Transfer Fee, each	\$42	\$43.3020	\$43.30	Cancellation Fees	
Extended Facility Use	150% of regular rate, plus security	150% of regular rate, plus security		5-31 days prior to event 0-4 days prior to event	Loss of Deposit, plus: 50% of Rental Fees 100% of Rental Fees

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Section 6 - Parks and Community Services

Community Center Hourly Rental Rates

Group 1	City sponsored/conducted events, governmental agencies with reciprocal agreements.
Group 2	City of Moreno Valley residents, non-profit resident organizations, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency and non-profit status may be required.
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.

DAYS MIN. HRS	Senior Community Center						Cottonwood Golf Center					
	Banquet Room (w/ North Patio/Kitchen)			Meeting Rooms*			Banquet Room (w/ Kitchen)			Meeting Room		
	Group 3 Applied	Group 2 Applied	Group 1 Applied	Group 3 Applied	Group 2 Applied	Group 1 Applied	Group 3 Applied	Group 2 Applied	Group 1 Applied	Group 3 Applied	Group 2 Applied	Group 1 Applied
	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current	Proposed Current
M - TH 2 HOUR MIN.	\$128.80 \$128.8750 \$125	\$108.25 \$108.2550 \$105	\$41.20 \$41.2400 \$40	\$51.50 \$51.5500 \$50	\$30.90 \$30.9300 \$30	\$26.80 \$26.8060 \$26	\$108.25 \$108.2550 \$105	\$87.60 \$87.6350 \$85	\$41.20 \$41.2400 \$40	\$61.80 \$61.8600 \$60	\$41.20 \$41.2400 \$40	\$32.90 \$32.9920 \$32
FRI - SUN 4 HOUR MIN.	\$149.40 \$149.4950 \$145	\$128.80 \$128.8750 \$125		\$61.80 \$61.8600 \$60	\$41.20 \$41.2400 \$40		\$128.80 \$128.8750 \$125	\$108.25 \$108.2550 \$105		\$72.10 \$72.1700 \$70	\$51.50 \$51.5500 \$50	
LONG TERM 4 HOUR MIN.	\$123.70 \$123.7200 \$120	\$103.10 \$103.1000 \$100	n/a n/a n/a	\$47.40 \$47.4260 \$46	\$26.80 \$26.8060 \$26	n/a n/a n/a	\$103.10 \$103.1000 \$100	\$82.40 \$82.4800 \$80	n/a n/a n/a	\$56.70 \$56.7050 \$55	\$36.00 \$36.0850 \$35	n/a n/a n/a

*Meeting rooms are Classroom 1 & 2 or Arts & Crafts 1 & 2

DAYS MIN. HRS	TownGate Community Center**			March Field Park Community Center		
	Banquet Room			Banquet Room		
	Group 3 Applied	Group 2 Applied	Group 1 Applied	Group 3 Proposed	Group 2 Proposed	Group 1 Proposed
	Proposed w/CPI Current	Proposed w/CPI Current	Proposed w/CPI Current	Proposed w/CPI Current	Proposed w/CPI Current	Proposed w/CPI Current
M - TH 2 HOUR MIN.	\$97.90 \$97.9450 \$95	\$77.30 \$77.3250 \$75	\$41.20 \$41.2400 \$40	\$97.90 \$97.9450 \$95	\$77.30 \$77.3250 \$75	\$32.90 \$32.9920 \$32
FRI - SUN 4 HOUR MIN.	\$118.50 \$118.5650 \$115	\$97.90 \$97.9450 \$95		\$118.50 \$118.5650 \$115	\$97.90 \$97.9450 \$95	
LONG TERM 4 HOUR MIN.	\$92.70 \$92.7900 \$90	\$72.10 \$72.1700 \$70	n/a n/a n/a	\$77.30 \$77.3250 \$75	\$56.70 \$56.7050 \$55	n/a n/a n/a

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Section 6 - Parks and Community Services

**Renaissance Park discount of \$30 on a 4 hour rental

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Section 6 - Parks and Community Services

Community Centers Service/Facility Fees

Refundable Security Deposits

CURRENT

Senior Community Center	Cottonwood Golf Center	TownGate Community Center	March Community Center
\$300	\$200	\$200	\$200

PROPOSED W/CPI

Senior Community	Cottonwood Golf Center	TownGate Community Center	March Community Center
\$309.3000	\$206.2000	\$206.2000	\$206.2000

APPLIED

Senior Community	Cottonwood Golf Center	TownGate Community Center	March Community Center
\$309.30	\$206.20	\$206.20	\$206.20

Fee	Current	Proposed w/CPI	Applied	Fee	Rate
AV Projector	\$53	\$54.6430	\$54.60	Staff Time/Overtime, Cleaning, Security, Linens, Insurance, False Alarms (Police/Fire)	Cost Recovery
Transfer Fee, each	\$42	\$43.3020	\$43.30		
Extended Facility Use	150% of regular rate, plus security	150% of regular rate, plus security		Cancellation Fees	Loss of Deposit, plus:
				5-31 days prior to event	50% of Rental Fees
				0-4 days prior to event	100% of Rental Fees

Attachment: RESOLUTION NO. 2019-___ USER FEES (3849 : ADOPTION OF RESOLUTION FOR UPDATE

Section 6 - Parks and Community Services

Mobile Stage Daily Rental Rates*

Group 1	City sponsored/conducted events, governmental agencies with reciprocal agreements.		
Group 2	City of Moreno Valley residents, non-profit resident organizations, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency and non-profit status may be required.		
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.		
RENTAL LOCATION	Group 3 Proposed	Group 2 Proposed	Group 1 Proposed
	Current	Current	Current
Within Moreno Valley City Boundaries	\$606.20 \$606.2280 \$588	\$146.40 \$146.4020 \$142	n/a
Outside Moreno Valley City Boundaries	\$649.50 \$649.5300 \$630	\$622.70 \$622.7240 \$604	

*All rentals require mandatory staff fees

Mobile Stage Service/Facility Fees

Fee	Current	Proposed w/CPI	Applied	Fee	Rate
Refundable Security Deposit - Stage Unit	\$100	\$103.1000	\$103.10	Mandatory Staff Fees: Stage Unit with Platforms - 3 staff Stage Unit - 2 staff	Cost Recovery
Refundable Security Deposit - Sound System	\$100, add.	\$103.1000	\$103.10		
Sound System, includes: 8 channel amplifier, Two (2) large speakers w/ stands, Two (2) microphones w/ stands, tape deck	\$53	\$54.6430	\$54.60	Cancellation Fees 5-31 days prior to event 0-4 days prior to event	Loss of Deposit, plus: 50% of Rental Fees 100% of Rental Fees

Attachment: RESOLUTION NO. 2019-___ USER FEES (3849 : ADOPTION OF RESOLUTION FOR

Section 6 - Parks and Community Services

Equestrian Center Daily Rental Rates

Group 1	City sponsored/conducted events, governmental agencies with reciprocal agreements.
Group 2	City of Moreno Valley residents, non-profit resident organizations, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency and non-profit status may be required.
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.

Group 3 Applied Proposed w/CPI Current	Group 2 Applied Proposed w/CPI Current	Group 1 Applied Proposed w/CPI Current
\$135.00 \$135.0610 \$131	\$108.25 \$108.2550 \$105	n/a

Equestrian Center Service/Facility Fees

Fee	Current	Proposed w/CPI	Applied	Fee	Rate
Refundable Security Deposit	\$300	\$309.3000	\$309.30	Staff Time/Overtime Security	Cost Recovery
Water Key Deposit	\$25	\$25.7750	\$25.75		
Tractoring Fee, each (if applicable)	\$105	\$108.2550	\$108.25	Cancellation Fees 5-31 days prior to event 0-4 days prior to event	Loss of Deposit, plus: 50% of Rental Fees 100% of Rental Fees
Standby Tractoring Fee	\$53/hr	\$54.6430/hr	\$54.60		
Lighting	18/hr	\$18.0558/hr	\$18.00		
Transfer Fee, each	\$42	\$43.3020	\$43.30		



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 17, 2019

TITLE: APPROVE INDEPENDENT EVALUATION OF MORENO VALLEY UTILITY'S WILDFIRE MITIGATION PLAN

RECOMMENDED ACTION

Recommendation:

1. Approve the Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan.

SUMMARY

Staff recommends City Council approve the Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan. The Independent Evaluation conforms to the requirements of Senate Bill 901 (SB 901) and Assembly Bill 1054 (AB 1054) which were signed into law in September 2018, and July 2019 respectively.

The Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan was presented to the Utilities Commission on December 4, 2019.

The Wildfire Mitigation Plan for Moreno Valley Utility was presented the Utilities Commission on September 25, 2019, and approved by City Council on October 15, 2019.

DISCUSSION

Governor Brown signed SB 901 in September 2018, which addressed a wide range of issues relating to wildfire prevention, response, and recovery. SB 901 substantially revised the Public Utilities Code Section 8387, making it mandatory for all Publicly

Owned Utilities (POUs), regardless of size or wildfire risk, to develop a Wildfire Mitigation Plan. Pursuant to the amended Section 8387, all POUs must present a Wildfire Mitigation Plan to its governing board prior to January 1, 2020, and annually thereafter.

SB 901 requires that POUs must present their Wildfire Mitigation Plan at an appropriately noticed public meeting and receive public comment. The POU must also verify that the Wildfire Mitigation Plan complies with all applicable rules, regulations, and standards. POUs must also have their plan reviewed by a qualified independent evaluator to assess the comprehensiveness of the plan. The independent evaluator must then issue a report that the POU must make available on the POU's website, and the POU must present the report at a public meeting of the POU's governing board. The Moreno Valley Fire Department served as independent evaluator for the MVU Wildfire Mitigation Plan.

In 2019, two new bills (SB 1054 and SB 111) made additional major reforms relating to wildfires. As part of these reforms, SB 111 created a new state agency called the California Wildfire Safety Advisory Board ("Board"). The members of the board must be selected from industry experts, academics, and people with labor and workforce safety experience. At least three members must be experienced in the safe operation, design, and engineering of electrical infrastructure. SB 1054 requires that all POUs must submit their Wildfire Mitigation Plans to the Board by July 1 of each year, starting in 2020. The Board will then review the POU plans and will provide comments and advisory opinions on the content and sufficiency of the plans.

Pursuant to Public Utilities Code, Section 8387, MVU has prepared the required Wildfire Mitigation Plan. Moreno Valley Fire Department staff has reviewed MVU's Wildfire Mitigation Plan and concluded that the plan meets all the required criteria as provided in Section 8387. MVU has presented the plan at a noticed public meeting and received public comment. Moreno Valley Fire Department's independent evaluation has been presented to the Utilities Commission and will be posted to the MVU web page.

MVU will submit its adopted Wildfire Mitigation Plan to the Board prior to July 1, 2020, and then review and evaluate the report annually.

ALTERNATIVES

1. Approve the Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan. *Approval of the Independent Evaluation keeps MVU in compliance with state mandates for wildfire safety, and endorses the validity and completeness of the MVU Wildfire Mitigation Plan.* Staff recommends this alternative.
2. Do not approve the Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan. *This action would delay the submission of an adopted Wildfire Mitigation Plan to the Board and put*

MVU out of compliance with state mandates exposing MVU to possible penalties or fines. Staff does not recommend this action.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the Moreno Valley Fire Department Independent Evaluation of the Moreno Valley Utility Wildfire Mitigation Plan.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Dean Ayer
Management Analyst

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

Concurred By:
Jeannette Olko
Electric Utility Division Manager

Concurred By:
Abdul Ahmad
Fire Chief

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

- 1. MVU WMP Independent Evaluation Report 10_16_19
- 2. MVU WMP Final Draft

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/09/19 9:15 PM
City Attorney Approval	<u>✓ Approved</u>	12/11/19 3:00 PM
City Manager Approval	<u>✓ Approved</u>	12/11/19 3:04 PM

MORENO VALLEY FIRE DEPARTMENT

INDEPENDENT EVALUATION OF THE MORENO VALLEY UTILITY WILDFIRE MITIGATION PLAN

November 5, 2019

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I. WILDFIRE MITIGATION PLAN REQUIREMENTS

A. SENATE BILL 901

Senate Bill (SB) 901 (2018) requires all publicly owned electric utilities (POUs), including Moreno Valley Utility (MVU), to prepare and present a wildfire mitigation plan (WMP) to its governing board prior to January 1, 2020, and annually thereafter. SB 901 identifies specific topics that must be addressed in each POU's WMP, including describing the POU's wildfire mitigation preventative strategies and programs. POUs must also have their plan reviewed by a qualified independent evaluator to assess the comprehensiveness of the plan.

This report serves as MVU's independent evaluation in compliance with SB 901.

B. AB 1054 & AB 111

Assembly Bill (AB) 1054 (2019) and AB 111 (2019) created a new state agency called the California Wildfire Safety Advisory Board ("Board"), which will be made up of seven members, five appointed by the Governor, one appointed by the Speaker of the Assembly, and one appointed by the Senate Rules Committee. SB 1054 requires that every POU must submit its WMP to the Board by July 1 of each year, starting in 2020. The Board will then review the POU WMP and provide comments and advisory opinions on the content and sufficiency of the WMP.

C. POU WMP REQUIREMENTS

California Public Utilities Code (PUC) § 8387(b)(2) lists the statutory requirements for POU WMPs. These are the specific elements that Moreno Valley Fire Department must review in order to make its determination for this report. The following list provides the specific elements that must be addressed in a POU WMP:

- **Responsibilities:** An accounting of the responsibilities of persons responsible for executing the plan. (PUC § 8387(b)(2)(A))
- **Objectives:** The objectives of the wildfire mitigation plan. (PUC § 8387(b)(2)(B))
- **Preventive Strategies:** A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks. (PUC § 8387(b)(2)(C))
- **Evaluation Metrics:** A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's

performance and the assumptions that underlie the use of those metrics. (PUC § 8387(b)(2)(D))

- **Impact of Metrics:** A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan. (PUC § 8387(b)(2)(E))
- **Recloser and/or De-energization Protocols:** Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure. (PUC § 8387(b)(2)(F))
- **Customer Notification Procedures:** Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.¹ (PUC § 8387(b)(2)(G))
- **Vegetation Management:** Plans for vegetation management. (PUC § 8387(b)(2)(H))
- **Inspections:** Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure. (PUC § 8387(b)(2)(I))
- **Prioritization of Wildfire Risks:** A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following:
 - Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities. (PUC § 8387(b)(2)(J)(i))

¹ On October 2, 2019, the Governor signed into law SB 560 (stats. 2019, ch. 410), which amends the language of this provision. As amended, this language states:

Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential deenergization for a given event.

Because the statute was amended after MVU prepared its WMP and because this new language is not yet effective, MVU's WMP reflects the prior statutory language. Moreno Valley Fire Department has determined that because MVU is not adopting deenergization protocols, this statutory change does not impact Moreno Valley Fire Department's review.

- Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory. (PUC § 8387(b)(2)(J)(ii))
- **CPUC Fire Threat Map Adjustments:** Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire-threat district based on new information or changes to the environment. (PUC § 8387(b)(2)(K))
- **Enterprisewide Risks:** A methodology for identifying and presenting enterprisewide safety risk and wildfire-related risk. (PUC § 8387(b)(2)(L))
- **Restoration of Service:** A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire. (PUC § 8387(b)(2)(M))
- **Monitor and Audit:** A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:
 - Monitor and audit the implementation of the wildfire mitigation plan. (PUC § 8387(b)(2)(N)(i))
 - Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies. (PUC § 8387(b)(2)(N)(ii))
 - Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules. (PUC § 8387(b)(2)(N)(iii))

II. DESCRIPTION OF MORENO VALLEY UTILITY

In 2001, the Moreno Valley City Council established the Moreno Valley Utility. MVU served its first customers on February 6, 2004. Currently, MVU serves over 6,800 customers within its service territory that spans approximately 33.5 square miles. MVU is a “Greenfield Utility” that provides electrical service to new development only. MVU’s entire electrical distribution system is located underground in conduit and vaults. Historically, undergrounded electric lines have not been associated with catastrophic wildfires. The undergrounding of electric lines serves as an effective mitigation measure to reduce the potential of power-line ignited wildfires. Based on a review of local conditions and historical fires, MVU has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire

Despite this low risk, MVU takes appropriate actions to help its region prevent and respond to the increasing risk of devastating wildfires. In its role as a public agency, MVU closely coordinates with other local safety and emergency officials to help protect against fires and respond to emergencies. In its role as a utility, MVU follows all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its system. MVU’s WMP was submitted and approved by Moreno Valley City Council on October 16, 2019.

III. INDEPENDENT EVALUATION

A. INDEPENDENT EVALUATOR REQUIREMENT

SB 901 requires each POU to “contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan.”² Additionally, the independent evaluator’s assessment of the comprehensiveness of the POU WMP must be issued in a report that is both posted to the POU’s website and presented at a public meeting of the POU’s governing board.

B. MORENO VALLEY FIRE DEPARTMENT QUALIFICATIONS

SB 901 requires that the qualified independent evaluator that performs the assessment of MVU’s WMP must have experience in assessing the safe operation of electrical infrastructure. The Moreno Valley Fire Department (MVFD) is the primary response agency for fires, emergency medical service, hazardous materials incidents, traffic accidents, terrorist acts, catastrophic weather events, and technical rescues for the City of Moreno Valley. The Fire Department also provides a full range of fire prevention services including public education, code enforcement,

² Cal. Pub. Util. Code § 8387(c).

plan check and inspection services for new and existing construction, and fire investigation. Additionally, the City's Office of Emergency Management is located within the Fire Department allowing for a well-coordinated response to both natural and man-made disasters. The Moreno Valley Fire Department is part of the CALFIRE / Riverside County Fire Department's regional, integrated, cooperative fire protection organization. Through this contract relationship with CAL FIRE, and the Riverside County Fire Department, the Moreno Valley Fire Department has direct access to: Hazardous materials response team, Fire arson investigation, Fire hand crews, bulldozers, and aircraft, Consolidated dispatch center for emergency medical and fire dispatch, Assistance from the Riverside County Fire Office of Emergency Services.

The Fire Department's Office of Emergency Management and Volunteer Services is responsible for minimizing the impact of natural and man-made disasters by establishing readiness through city-wide prevention, preparedness, response, recovery and mitigation. This includes coordinating and conducting drills for the City's Emergency Operations Center (EOC) as well as providing a wide variety of training to both employees including Community Emergency Response Team (CERT) training, Terrorism Awareness training, and emergency preparedness training. The City of Moreno Valley's Local Hazard Mitigation Plan (LHMP) is designed to identify the city's hazards, estimate the probability of future occurrences, and set goals to mitigate potential risks to reduce or eliminate long-term natural or man-made hazard risks to human life and property for the City of Moreno Valley and its residents. The mitigation plan is divided into 3 parts:

- Part 1 provides a profile of the City of Moreno Valley and describes the local planning process, as well as, public participation. It also provides a process for monitoring, evaluating and updating the plan.
- Part 2 provides a detailed assessment of the risks associated with each hazard and historical information on past occurrence. Part 2 also discusses vulnerabilities from each hazard, the impact to Moreno Valley and its citizens and when data is available, it provides information on the potential loss.
- Part 3 provides information about the city's mitigation goals to reduce or avoid long-term vulnerabilities to the hazards that may affect the City of Moreno Valley and an action plan for those goals, with an emphasis on prioritization and implementation.

C. EVALUATION METHODOLOGY

MVFD will evaluate the comprehensiveness the MVU WMP on the following measures:

- **Statutory Compliance:** MVFD will ensure that each required element specified in SB 901 (as listed in Section II.C. above) is either addressed in MVU's WMP or MVU has sufficiently described why that element is not applicable due to MVU's size, geography, system, or other relevant factor.
- **Industry Comparison:** MVFD is familiar with existing industry practices and has reviewed the Investor Owned Utility (IOU) WMPs previously filed with the California Public Utilities Commission (CPUC).³ MVFD has compared MVU's WMP against existing practices and any comparable actions planned by the IOUs.
- **Physical Inspections:** Because of MVFD's role in the City of Moreno Valley, MVFD has access to and regularly inspects City of Moreno Valley facilities, including electrical infrastructure. Therefore, MVFD has access to a long history of data on the fire mitigation decisions and performance of MVU. MVFD's evaluation of the MVU WMP draws upon this historical data and experience.

D. METRICS

The MVU WMP proposes the following metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions,⁴ and (2) wires down events.⁵ MVFD has determined that these are appropriate metrics for this initial WMP. MVFD will evaluate the metrics selected in Phase 2 of the CPUC's current Wildfire Mitigation Plan rulemaking for the IOUs (R.18-10-007) and determine if any additional metrics should be incorporated into future MVU WMPs.

³ IOU WMPs are available at: <https://www.cpuc.ca.gov/SB901/>.

⁴ For purposes of this metric, a fire ignition is defined as follows: (i) [MVU facility was associated with the fire; (ii) the fire was self-propagating and of a material other than electrical and/or communication facilities; (iii) the resulting fire traveled greater than one linear meter from the ignition point; and (iv) MVU has knowledge that the fire occurred.

⁵ For purposes of this metric, a wires down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object.

IV. EVALUATION OF MVU WILDFIRE MITIGATION PLAN

A. MINIMIZING WILDFIRE RISKS

California Public Utilities Code section 8387(a) requires the following:

Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.

MVFD has determined that MVU complies with this standard because in addition to utilizing a distribution system that is 100% underground, MVU continues to follow industry best practices while operating and maintaining all MVU equipment and facilities. MVU complies with GO95, GO165, and GO174 standards for vegetation clearances in addition to Municipal Code 6.40 for the abatement of trees, shrubs, weeds, and grass at all MVU facilities. MVU also complies with all relevant federal, state, and industry equipment standard requirements, including those established by the California Public Utilities Commission.

B. EVALUATION OF WMP ELEMENTS

The following table lists each required element for POU WMPs and provides MVFD's assessment of the comprehensiveness of that element within MVU's WMP.

Required Element of WMP	Location in WMP	Summary of MVU WMP	Independent Evaluator's Assessment
PUC § 8387(b)(2)(A): An accounting of the responsibilities of persons responsible for executing the plan.	Section III	Utilities Commission, MVU staff, MVU maintenance & operations provider, and City of Moreno Valley Fire Department.	<i>MVU WMP meets this requirement.</i> Wildfire prevention, response and recovery responsibilities are identified and assigned/assumed by known stakeholders.
PUC § 8387(b)(2)(B): The objectives of the wildfire mitigation plan.	Section II	Description of current MVU policy, practices, and procedures that reduce its wildfire risk. Goal to improve electric grid resiliency.	<i>MVU WMP meets this requirement.</i> MVU currently employs numerous measures to mitigate wildfire risks. Regular examination of policy and procedures to stay current with Utility best practices.

Required Element of WMP	Location in WMP	Summary of MVU WMP	Independent Evaluator's Assessment
<p>PUC § 8387(b)(2)(C): A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.</p>	<p>Section V</p>	<p>MVU distribution system 100% underground. MVU adheres to all state and federal design, construction, and inspection standards.</p>	<p><i>MVU WMP meets this requirement.</i> MVU inspection, repair, and replacement regiments keep the electrical distribution system in top form. Any expansion of the MVU system is also required to be undergrounded and will follow the same construction and inspection standards.</p>
<p>PUC § 8387(b)(2)(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.</p>	<p>Section VII.A</p>	<p>MVU will track fire ignitions attributed to MVU facilities and equipment.</p>	<p><i>MVU WMP meets this requirement.</i> MVU monitors all fire events within its service territory and actively assists with emergency response is deenergization is required.</p>
<p>PUC § 8387(b)(2)(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.</p>	<p>Section VII.B</p>	<p>As a relatively young utility MVU is building this data set and will continue to analyze as it becomes more robust to identify locations and equipment that are prone to fire events and mitigate accordingly.</p>	<p><i>MVU WMP meets this requirement.</i> No historic fire events are attributed to MVU equipment or facilities. MVU will assess and mitigate any such occurrences accordingly.</p>
<p>PUC § 8387(b)(2)(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.</p>	<p>Section IV.H</p>	<p>MVU distribution system is 100% underground. Reclosers are not installed on underground circuits.</p>	<p><i>MVU WMP meets this requirement.</i> Reclosers are not part of the MVU underground distribution system. MVU closely monitors SoCal Edison's notices for Public Safety Power Shutoff and advises City staff of potential impacts to critical infrastructure and first responders within the City boundaries.</p>

Required Element of WMP	Location in WMP	Summary of MVU WMP	Independent Evaluator's Assessment
<p>PUC § 8387(b)(2)(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.</p>	<p>Section IV.H.2</p>	<p>Due to undergrounding MVU does not have a policy in place for deenergizing electrical lines.</p>	<p><i>MVU WMP meets this requirement.</i> MVU does not currently have a Public Safety Power Shutoff policy as it's system is underground. MVU closely monitors SoCal Edison's notices for Public Safety Power Shutoff and advises City staff of potential impacts to critical infrastructure and first responders within the City boundaries.</p>
<p>PUC § 8387(b)(2)(H): Plans for vegetation management.</p>	<p>Section V.C</p>	<p>MVU meets or exceeds industry standards; NERC FAC-00304, GO95, GO128, GO165, GO174, Public resources Code 4292-4293.</p>	<p><i>MVU WMP meets this requirement.</i> Electrical equipment clearances, weed abatement, and landscape management programs maintain active compliance with local, state and federal standards.</p>
<p>PUC § 8387(b)(2)(I): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.</p>	<p>Section V.D</p>	<p>MVU meets or exceeds the inspection requirements set forth in CPUC GO 165 and 174.</p>	<p><i>MVU WMP meets this requirement.</i> MVU does not have any electrical lines in a High Fire Thread District. MVU actively reports needed repairs to other utility facilities within the MVU service territory.</p>
<p>PUC § 8387(b)(2)(J): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following: (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities.</p>	<p>Section IV.A</p>	<p>Primary risk drivers for Wildfire within MVU service territory are Earthquakes and Flooding.</p>	<p><i>MVU WMP meets this requirement.</i> MVU has identified and assessed its service territory earthquake and flooding profiles.</p>

Required Element of WMP	Location in WMP	Summary of MVU WMP	Independent Evaluator's Assessment
(ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.			
PUC § 8387(b)(2)(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.	Section IV.	No part of MVU service territory is a higher wildfire threat than identified on the CPUC Fire Threat Map.	<i>MVU WMP meets this requirement.</i> N/A
PUC § 8387(b)(2)(L): A methodology for identifying and presenting enterprisewide safety risk and wildfire-related risk.	Section IV.B	MVU has compiled and assessed historical data for local and regional earthquake and flooding events.	<i>MVU WMP meets this requirement.</i> Flood prone areas within MVU service territory have been identified and prioritized for disaster response and mitigation.
PUC § 8387(b)(2)(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Section VI	MVU has a Disaster and Storm Response Plan in place as well as detailed switching procedures to restore electrical service. MVU's distribution system has been designed and constructed with redundant source	<i>MVU WMP meets this requirement.</i> MVU has restoration procedures in place and trains/exercises these procedures in conjunction with the City's Emergency Operation Center to insure cohesive emergency response and communication with other community stakeholders.

Required Element of WMP	Location in WMP	Summary of MVU WMP	Independent Evaluator's Assessment
		feeds to reduce the duration of outages and accelerate the restoration of electrical service.	
<p>PUC § 8387(b)(2)(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:</p> <ul style="list-style-type: none"> (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies. (iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules. 	Section VII.C-E	<p>MVU will submit their Wildfire Mitigation Plan to the Utility Commission, City Council, and the Moreno Valley Fire Department for review and comment on an annual basis. MVU will continue to monitor and reported reliability statistics to analyze the effectiveness of the Wildfire Mitigation Plan.</p>	<p><i>MVU WMP meets this requirement.</i> The MVU Wildfire Mitigation Plan have been submitted and approved by the Utility Commission and City Council. This report serves as Moreno Valley Fire Department's independent evaluation of said plan.</p>

V. RESULTS AND CONCLUSION

MVFD concludes that MVU's WMP comprehensively addresses all of the statutorily required elements for a POU WMP specified in California Public Utilities Code section 8387. MVFD further finds that MVU has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire.



WILDFIRE MITIGATION PLAN

VERSION 1.0

October 15, 2019

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I. OVERVIEW

A. POLICY STATEMENT

Moreno Valley Utility's overarching goal is to provide safe, reliable, and economic electric service to its local community. In order to meet this goal, Moreno Valley Utility constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

Moreno Valley Utility's (MVU) entire electric supply system is located underground in conduit and vaults. Historically, undergrounded electric lines have not been associated with catastrophic wildfires. The undergrounding of electric lines serves as an effective mitigation measure to reduce the potential of power-line ignited wildfires. Based on a review of local conditions and historical fires, MVU has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire.

Despite this low risk, MVU takes appropriate actions to help its region prevent and respond to the increasing risk of devastating wildfires. In its role as a public agency, MVU closely coordinates with other local safety and emergency officials to help protect against fires and respond to emergencies. In its role as a utility, MVU follows all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its system. This Wildfire Mitigation Plan describes the safety-related measures that MVU follows to reduce its risk of causing wildfires.

C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan included the following elements:

- Objectives of the plan;
- Roles and responsibilities for carrying out the plan;
- Identification of key wildfire risks and risk drivers;
- Description of wildfire prevention, mitigation, and response strategies and programs;
- Metrics for evaluating the performance of the plan and identifying areas for improvement;
- Review and validation of the plan; and
- Timelines.

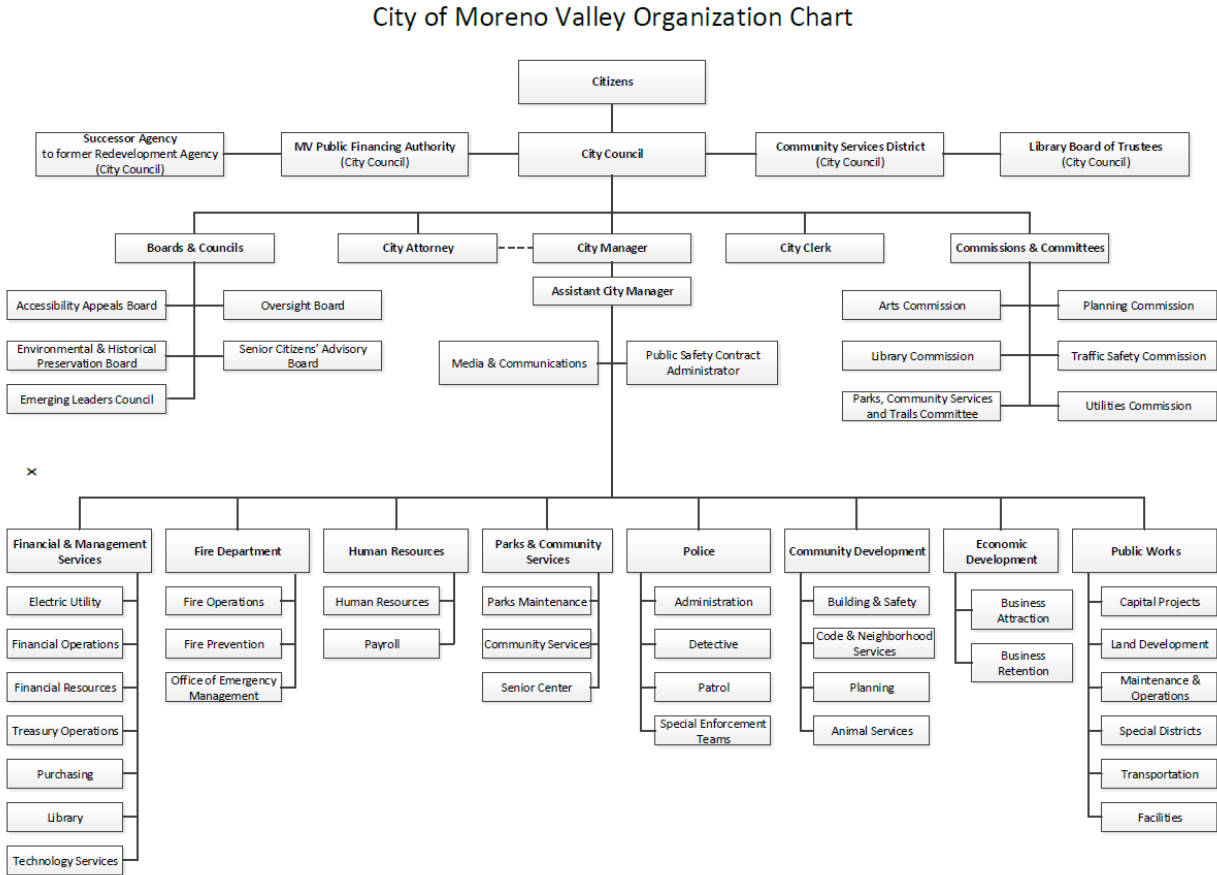
II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

The primary goal of this Wildfire Mitigation Plan is to describe MVU's existing programs, practices, and measures that effectively reduce the probability that MVU's electric supply system could be the origin or contributing source for the ignition of a wildfire. To support this goal, MVU regularly evaluates the prudent and cost-effective improvements to its physical assets, operations, and training that can help reduce the risk of equipment-related fires.

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, MVU assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

III. ROLES AND RESPONSIBILITIES

A. UTILITY GOVERNANCE STRUCTURE



The City of Moreno Valley is a general law city that operates under a Council-Manager form of government. MVU is governed by a five-member City Council. Four Council Members are elected by district to staggered, four-year terms, while the Mayor is directly elected. The council appoints the City Manager, who oversees the daily operations of the City. Volunteer Commissions and Boards, as well as several Citizen Advisory Committees help guide the Council in its decisions. The City Council formed a five-member Utilities Commission, whose purpose is to provide additional review for all matters pertaining to MVU. Commissioners are citizen volunteers, appointed by the City Council for three-year terms.

B. WILDFIRE PREVENTION

MVU staff, in partnership with its maintenance and operations provider, is responsible for electric facility design, maintenance, and inspection, including vegetation management. Although MVU's electrical distribution system is 100% underground, MVU follows best practices to prevent ignition of wildfires from its equipment. These items include:

- MVU performs routine maintenance of all distribution facilities.
- MVU adheres to a seasonal weed abatement and vegetation management schedule to maintain at-risk sites.
- MVU contracts for seasonal weed abatement services. As well as maintains GO95, GO165, and GO174 standard clearances as part of regular maintenance cycles.
- MVU abides by Municipal Code 6.40 to abate trees, shrubs, weeds, and grass at all MVU facilities.
- Electric system operates in a manner that will minimize potential wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by MVU electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement MVU's Wildfire Mitigation Plan.
- Immediately report fires to local fire department, Emergency Management Program Manager, MVU administration, and other City Officials, pursuant to existing MVU practices and the requirements of this Wildfire Mitigation Plan.
- Coordinate with City Emergency Operations Center to disseminate safety warnings, emergency public information, and evacuation notices to local residents.
- MVU adheres to City of Moreno Valley personnel policy 5.11 for Employee Disaster Notification and Reporting.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.

C. WILDFIRE RESPONSE AND RECOVERY

Internally, MVU's distribution system is controllable remotely through a Supervisory Control and Data Acquisition (SCADA) system networked to all substations and circuits. MVU field

staff utilize hard line telephones, cellular telephones, and portable radios to communicate with internal and external stakeholders during an outage or emergency. MVU's Outage Manage System, Utility Maintenance Management System, and Dispatching System all auto-generate notifications to field, office, and administrative staff. MVU is enrolled in several mutual aid networks (APPA, CA Disaster & Civil Defense, CA Utilities Emergency Association) to facilitate expedited response and recovery from severe storms, natural disasters, or mass outages.

The City of Moreno Valley maintains a two-way (LF, HF, VHF, and UHF) mobile and base stations for communications enhanced by repeater system to extend the coverage area. This includes three repeater channels and three unit-to-unit/talk-around channels in the 800 MHz Public Safety band. The City of Moreno Valley owns ten iridium satellite phones that are issued to key personnel in the city during an emergency. Mobile radio communications are available utilizing the Moreno Valley Police Mobile Command Center (MCC). The command center has the capability of patching Sheriff, California Highway Patrol (CHP), Riverside Police, CALFIRE, March Air Reserve Base and Moreno Valley Park Rangers all on the same frequency at the same time. Moreno Valley has an Amateur Civil Emergency Services/Radio Amateur Civil Emergency Services (MV ACES/RACES) group, which operates on ham radio frequencies in support of governmental emergency communications. MV ACES/RACES can augment existing systems and establish communication links with otherwise inaccessible areas. They are also capable of sending live video and audio from an incident site to our City's emergency operations center via the ham radio.

At the county level, a Riverside County Emergency Operations Center (EOC) talk group is programmed into the Omniquest radio and is used to communicate with EOCs within Riverside County during a disaster or emergency. The City of Moreno Valley also has low-band disaster net radios to communicate with all EOCs within Riverside County during a disaster or emergency. This system uses low frequency bands and has several back up channels in case of an outage. Additionally, the City has a portable disaster case radio system. This system allows communications with other agencies such as County Emergency Services, County Fire, County Police, Hospitals, Cities within Riverside County, Moreno Valley Unified School District and Valley View Unified School District.

MVU adheres to California Public Utility Commission GO 95, 165, and 174 for all system infrastructure inspection, maintenance, and reporting.

City of Moreno Valley Office of Emergency Management maintains a city-wide Hazard Mitigation Plan identifying potential fire hazards and mitigation strategies.

City of Moreno Valley also maintains a reporting hotline for all employees to properly notify the city for code violations, hazards, safety concerns, and overgrown landscaping and weeds.

D. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a local governmental agency,¹ MVU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations,² adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state.³ Pursuant to this structure, MVU annually coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies. When activated, MVU serves as the Utilities Unit Leader under the Operations Section Chief as part of the City of Moreno Valley's Emergency Operations Center. In the event that the incident centered on MVU facilities, MVU would serve as the Operations Section Chief.

Under the SEMS structure, a significant amount of preparation is done through advanced planning at the county level, including the coordination of effort of public, private, and nonprofit organizations. Riverside County serves as the Operational Area and is guided by the California Office of Emergency Services, Southern Region. The Operational Area includes local and regional organizations that bring relevant expertise to the wildfire prevention and recovery planning process. These participants include:

Agency/ Dept.	Mailing Address	Contact	Phone	Fax
AMR American Medical Response	879 Marlborough Ave. Riverside, CA. 92507		951.782.5234	951.782.5617

¹ As defined in Cal. Gov. Code § 8680.2.

² 19 CCR § 2407.

³ Cal. Gov. Code § 2403(b):

- (1) "Field response level" commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.
- (2) "Local government level" manages and coordinates the overall emergency response and recovery activities within their jurisdiction.
- (3) "Operational area level" manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local government level and the regional level.
- (4) "Regional level" manages and coordinates information and resources among operational areas within the mutual aid region designated pursuant to Government Code §8600 and between the operational areas and the state level. This level along with the state level coordinates overall state agency support for emergency response activities.
- (5) "State level" manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

AMR American Medical Response	879 Marlborough Ave. Riverside, CA. 92507	Dispatch	877.267.6622	951.782.5605
Kaiser Permanente: Medical Center	12815 Heacock Moreno Valley, CA. 92552	Administration	951.601.6327	951.601.6181
Kaiser Foundation Moreno Valley: Community Hospital	27300 Iris Ave. Moreno Valley, CA. 92555	Facilities Services Manager	951.251.6594	951.251.6601
Moreno Valley Fire/Office of Emergency Management	14177 Frederic St. Moreno Valley, CA 92553	Emergency Management Program Manager	951.413.3800	951-413-3801
Moreno Valley Utility	14331 Frederick Street, Moreno Valley, CA 92253	Utility Division Manager	951-413-3500	951-413-3589
Moreno Valley: Special Districts	14331 Frederick Street, Moreno Valley, CA 92253	Division Manager	951.413.3480	
Moreno Valley: Fire Dept.	14177 Frederick Street Moreno Valley, CA. 92553	Fire Marshal	951.413.3370	
Moreno Valley: Fire Dept.	22850 Calle San Juan De Los Lagos Moreno Valley, CA 92553	Fire Chief	951.486.6780	951.486.6790
Moreno Valley: Operations & Maint.	14177 Frederick Street Moreno Valley, CA. 92553	Manager	951.413.3160	951.413.3141
Moreno Valley: Police Dept.	22850 San Juan De Los Lagos Moreno Valley, CA. 92552	Police Chief	951.486.6700	
Moreno Valley: Public Works	14177 Frederick Street Moreno Valley, CA. 92553	Public Works Director	951.413.3100	951.413.3141
Moreno Valley Traffic & Transportation	14177 Frederick Street Moreno Valley, CA. 92553	City Traffic Engineer	951.413.3140	951.413.3140
Moreno Valley: City Management	14177 Frederick Street Moreno Valley, CA. 92553	City Manager	951.413.3020	
Moreno Valley: Facilities Management	14177 Frederick Street Moreno Valley, CA. 92553	Division Manager	951.413.3740	
Moreno Valley: TV3	14177 Frederick Street Moreno Valley, CA. 92553	Media & Production Supervisor	951.413.3056	951.413.3053
Moreno Valley: Unified School District	25634 Alessandro Blvd. Moreno Valley, CA. 92553	Maintenance Supervisor	951.571.7865	951.571.7811
Riverside Medical Clinic: Canyon Springs Plaza	6405 Day Street Moreno Valley, CA. 92552	Facilities	951.321.6331	951.248.6703
Riverside County: Dept. of Environmental Health	4065 County Circle Riverside, CA.	Deputy Director	951.358.5172	951.358.5017
Riverside County: Dept. of Environmental Health	4065 County Circle Riverside, CA.	Supervising Environmental Health Specialist	951.358.5172	951.358.5017
Riverside County: Dept. of Environmental Health	800 S. Sanderson Ave. #200, Hemet, CA. 92545	Supervising Environmental Health Specialist	951.766.2824	

County of Riverside Human Resources	4080 Lemon St., 7th floor Riverside, CA 92501		951.955.9016	
Riverside Regional: Medical Center	26520 Cactus Ave. Moreno Valley, CA. 92552	Deputy Director	951.955.4878	951.955.8405
Riverside Regional: Medical Center	26520 Cactus Ave. Moreno Valley, CA. 92555	Chief of Hospital Plant Op.	951.486.4066	951.486.4105
Val Verde: Unified School District	975 W. Morgan Street Perris, CA. 92581	Emergency Services	951.940.6100 ext. 10672	951.940.6118
Val Verde: Unified School District - March Middle School	15800 Indian Ave	Director of Facilities, Maintenance, & Purchasing	951.940.6136 ext. 10652	
Verizon Public Relations		Director of Public Relations	(213) 800-3184	
Eastern Municipal Water District	Central Control 2270 Trumble Road Perris, CA 92572-8300		951.928.3777 ext. 6265	951.928.6170
Davita Canyon Springs Dialysis	22555 Alessandro Blvd Bldg. 5		951.653.6400	
Kaiser Permanente	27200 Iris Ave Medical Bldg		951.353.4359	
United States Postal Services	23800 Cactus Ave	Facility Manager	951.697.4661	
Waste Management	17700 Indian St	Fleet Manager - Fleet Maintenance	951.601.1129 951.339.6681	

Pursuant to the SEMS structure, MVU participates in annual training exercises. Training exercises include workshops, tabletop exercises, and field drills. A sample of topics covered include; earthquake safety, disaster response & management, active shooter, crisis leadership, and NIMS/SEMS/ICS compliance.

MVU is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies and provides mutual aid. MVU also participates in the American Public Power Association Mutual Assistance Agreement, which covers public utilities across the United States. The City of Moreno Valley is a participant in the California Disaster and Civil Defense Mutual Aid Agreement which allocates state resources to cope with any type of disaster.

IV. WILDFIRE RISKS AND DRIVERS ASSOCIATED WITH DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE

A. PARTICULAR RISKS AND RISK DRIVERS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL RISK FACTORS

Due to MVU's distribution system being 100% underground, the primary risk drivers for wildfire within MVU's service territory are the following:

- Earthquake
- Flooding

B. ENTERPRISEWIDE SAFETY RISKS

Earthquake profile - There are three major faults/fault zones that directly affect Moreno Valley. They are the southern section of the San Andreas Fault, the San Jacinto Fault Zone, and the Elsinore Fault Zone. The San Jacinto Fault Zone is considered to be the most active fault in Southern California. It is the closest fault to Moreno Valley and runs through the eastern portion of the city, followed by the Elsinore Fault Zone which is located approximately 12-18 miles south of Moreno Valley. The San Andreas Fault Zone is located approximately 15-20 miles north of Moreno Valley. The largest earthquake to occur within 100 miles of Moreno Valley was the 7.4 magnitude Hector Mine earthquake in 1999.

The City of Moreno Valley could be affected by large earthquakes occurring in many parts of the Southern California region. However, the degree to which the earthquakes are felt, and the damages associated with them may vary. At risk from earthquake damage are critical facilities, buildings, bridges, highways and roads; hazardous materials facilities; sewer, water, and natural gas pipelines; earth dams; petroleum pipelines; and private property located in the city. The relative or secondary earthquake hazards, which are liquefaction, ground shaking, amplification, and earthquake-induced landslides, can be just as devastating as the earthquake. The USGS estimates that there is a greater than 99% chance of a major earthquake occurring within 31 miles of Moreno Valley within the next 50 years

Flooding profile - There are four types flooding conditions that exist within the Moreno Valley area: flooding in defined watercourses; ponding; sheet flow; and dam inundation. Flooding within defined watercourses occurs within drainage channels and immediately adjacent floodplains. Ponding occurs when water flow is obstructed due to manmade obstacles such as the embankments of SR-60 and other roadways, where they cross-defined watercourses. Sheet flow occurs when capacities of defined watercourses are exceeded and water flows over broad areas.

Known flood-prone areas as noted in the General Plan as well as recorded in city maintenance files, include:

- Along the Quincy Channel between Cottonwood Avenue and Cactus Avenue.
- An extensive floodplain that extends along the Oliver Street alignment from a point north of Alessandro Boulevard to John F. Kennedy Drive and extending in a southwesterly direction as far

as the northeast corner of Morrison Street and Filaree Avenue and the northeast corner of Nason Street and Iris Avenue.

- Along Heacock Street and Lateral A of the Perris Valley Channel between Cactus Avenue and a point north of the intersection of Lateral A and Indian Street (next to March Air Reserve Base).
- Along Sunnymead Boulevard between Frederick Street and Graham Street.
- Along Pigeon Pass Road, between Sunnymead Ranch Parkway and Lawless Road.
- Along Moreno Beach Boulevard, between Juniper Avenue and Locust Avenue.
- Along Highland Avenue, between Redlands Boulevard and Alessandro Boulevard.
- Along Locust Avenue, between Moreno Beach Boulevard and northerly city Limits.
- Along Heacock Street, between Lake Summit Drive and Reche Vista Drive.
- Along Hubbard Street, between Skyland Drive and Ironwood Avenue.
- Along Cottonwood Avenue, between Nason St and Martha Crawford Street.
- Alessandro Boulevard, between Gilman Springs Road and Theodore Street.
- Neighborhood bounded by Alessandro Boulevard, Brodiaea Avenue, Redlands Boulevard, and Merwin Street.
- Miramontes Court, north of Via Solana Court.
- Easterly side of neighborhood east of Perris Boulevard, between Covey Road and Manzanita Avenue.

V. WILDFIRE PREVENTATIVE STRATEGIES

A. HIGH FIRE THREAT DISTRICT

MVU directly participated in the development of the CPUC's Fire-Threat Map,⁴ which designates a High-Fire Threat District. In the map development process, MVU coordinated with Southern California Edison Company(SCE) and determined that because MVU's system is entirely undergrounded, that SCE would serve as territory lead for the region served by MVU. MVU has incorporated the High Fire Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

B. DESIGN AND CONSTRUCTION STANDARDS

MVU's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. MVU treats CPUC General Orders (GO) 95 and 128 as a key industry standard for design and construction standards for underground electrical facilities. MVU meets or exceeds all standards in GO 95 and 128. Additionally, MVU monitors and follows, as appropriate, the National Electric Safety Code.

C. VEGETATION MANAGEMENT

MVU meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, MVU complies with NERC FAC-003-4, where applicable. For both transmission and distribution level facilities, MVU meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) CPUC GO 95, 128, 165, and 174.

D. INSPECTIONS

MVU meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and 174. Pursuant to these rules, utilities inspect electric facilities in the High Fire Threat District more frequently than the other areas of its service territory. As described above, MVU currently does not have any overhead power lines located within or near the High-Fire Threat District within the CPUC's Fire Threat Map. However, MVU staff uses their knowledge of the specific environmental and geographical conditions of MVU's service territory to determine if any particular areas require more frequent inspections.

If MVU staff discovers a facility in need of repair that is owned by an entity other than MVU, MVU will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

⁴ Adopted by CPUC Decision 17-12-024.

E. RECLOSING POLICY

MVU's system is 100% underground. Reclosers are not installed on underground circuits. MVU does not change substation relay settings.

F. DEENERGIZATION

MVU has the authority to preemptively shut off power due to fire-threat conditions, however, this option will only be used in extraordinary circumstances. Due to the minimal risk of MVU's electrical supply facilities causing a power-line ignited wildfire, MVU is not adopting specific protocols for de-energizing any portions of its electric distribution system. MVU will re-evaluate this determination in future updates to this Wildfire Mitigation Plan.

VI. RESTORATION OF SERVICE

MVU's electric distribution system is completely underground. However, we are interconnected with SCE's transmission and distribution systems, much of which is overhead and exposed to wind, rain and lightning. This is our primary source of vulnerability to potential electrical service interruptions during rain and wind storms such as the ones that can be precipitated by El Nino.

Our underground electric distribution system is designed, and has been constructed, with redundant sources of feed. These do not guarantee the elimination of outages but can facilitate service restoration and reduce the duration of such outages.

Preparation in advance of predicted storms: Since, as discussed in the introduction, our primary trouble source during storms is outages on SCE's transmission and distribution lines, many of which are overhead, we will patrol, to the extent practical, SCE's primary interconnect lines for any potential trouble spots including but not limited to broken tree limbs or other vulnerabilities. We will also double check the loading conditions of our underground lines to satisfy ourselves that alternate sources have the capacity to serve the electric load (customers) in the event that it is necessary.

Our underground system will be patrolled in advance of storms for any open trenches or excavations at construction sites to minimize water intrusion into the underground system. Although the underground system is designed to operate under such conditions, small pinholes in splices or cable can cause problems, including possible electrical shorts/faults, that can interrupt service to customers. Likewise, after the storm, each underground vault, manhole or other structure will be inspected for water intrusion and pumped, when necessary, in accordance proper utility practice and environmental guidelines.

All vehicular equipment, man-lifts, tools and appurtenances will be thoroughly inspected for proper operation. All operating personnel will be placed on standby in the event of weather related problems.

The MVU Operations and Call Centers will be appropriately staffed for handling of trouble calls from customers and dispatching to field personnel.

Call Center support includes:

- Outage Management System (OMS)
- Field Dispatching
- Customer Callbacks

Response Prioritization:

- First Priority: Response to imminent threats to life and/or public property
- Second Priority: Removals of immediate hazards (fallen trees, power poles, etc.)
- Third Priority: Clearing of arterial roadways
- Fourth Priority: Maintenance of traffic control/closures to prevent potential accidents
- Fifth Priority (Post Storm Activity): Follow-up work such as addressing storm-related potholes and residual clean-up of all streets that have remained in a "passable and drivable" state

Referral Protocol:

- Flooding of structures on private property- Residents will be advised to call 911 for Fire Department assistance
- Facilities associated with other government agencies (RCFCD) or private utilities will be referred to appropriate agencies/company
- All storm related issues involving streets, curbs and gutters, sidewalks, residential trees in the right of way, catch basins, and miscellaneous drainage facilities will be referred to the City's Maintenance and Operations Division.

During EOC activation period, all routine maintenance programs and requests will be suspended and deferred.

VII. EVALUATING OF THE PLAN

A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

MVU will track the following metric to measure the performance of this Wildfire Mitigation Plan:
(1) number of fire ignitions caused by utility equipment.

METRIC 1: FIRE IGNITIONS

For purposes of this metric, a fire ignition is defined as follows:

- MVU facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- MVU has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, MVU will provide the number of fires that occurred that were less than 10 acres in size. Any fires greater than 10 acres will be individually described.

B. IMPACT OF METRICS ON PLAN

In the initial years, MVU anticipates that there will be relatively limited data gathered through the metric. However, as the data collection history becomes more robust, MVU will be able to identify areas of its operations and service territory that are disproportionately impacted. MVU will then evaluate potential improvements to the plan.

C. MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan will be presented to the MVU Utilities Commission and the Moreno Valley City Council. MVU will present updates to this plan to the MVU Utilities Commission on an annual basis.

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

Based on the recommendations of the MVU Utilities Commission and the Moreno Valley City Council, MVU will correct any identified deficiencies.

E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

MVU reviews and evaluates its reliability indices regularly to monitor inspection and maintenance procedures. SAIDI, SAIFI, CAIDI, and MAIFI statistics show that MVU maintains an electric system that operates well below the State and National averages for outage incidents per the American Public Power Association's eReliability Tracker program. MVU's Utility

Maintenance Management System (UMMS) is used to collect all data subject to GO165. The UMMS prepares monthly inspection and maintenance reports for all electric distribution facilities. Maintenance history for each piece of equipment is archived in the UMMS. Additionally, MVU's substation inspection and maintenance program complies with GO174 guidelines as well as manufacturer specifications, standards, and recommendations. MVU performs monthly inspections of all substation components including recording and analysis of all alarms, fluid levels, meters, and Load Tap Changer settings.

Although MVU does not fall under the jurisdiction of the California Public Utilities Commission (CPUC), MVU has cooperated with the CPUC's Utilities Safety and Reliability Branch and their requests for periodic audits. The audit in October 2008 noted no GO 95 infractions, and identified two GO 128 infractions to MVU Pad Mounted Electric structures. Repairs were made to correct the violation the day they were identified by the CPUC. Again in March of 2013 the CPUC audit identified three vegetation obstructions that were immediately corrected in the field as they were identified. No additional infractions have been identified by the CPUC.



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: December 17, 2019

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources Director

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

- 1. List of Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/04/19 2:30 PM
City Attorney Approval	<u>✓ Approved</u>	12/10/19 2:06 PM
City Manager Approval	<u>✓ Approved</u>	12/10/19 3:11 PM

**City of Moreno Valley
Personnel Changes
December 17, 2019**

New Hires

Gary Chambers, Code Compliance Officer I, Community Development Department/Code & Neighborhood Services

Promotions

Raul Lopez

From: Maintenance Work II, Public Works/Maintenance & Operations

To: Lead Maintenance Work, Public Works/Maintenance & Operations

Transfers

None

Separations

None



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 17, 2019

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (MVU)

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2019-XX. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility (MVU).

SUMMARY

This report recommends approval of a resolution that would amend Moreno Valley Utility rates to maintain approximate parity with Southern California Edison.

The proposed adjustments were presented to the Utilities Commission on December 04, 2019.

DISCUSSION

Staff recommends approval of the resolution that will amend the electric rates for the Moreno Valley Utility (MVU) to keep them generally the same as the rates charged by Southern California Edison (SCE). Since the inception of MVU, City Council policy has been to maintain parity with SCE electric rates. Resolution 2006-112 approved implementing a schedule to adjust MVU's rates to reflect the same rate schedule as SCE. This policy is also incorporated within the Professional Services Agreement with ENCO Utility Services Moreno Valley, LLC, which requires that MVU adjusts its electric rates to maintain approximate parity with those charged by SCE. In addition, Resolution 2015-32, adopted by the City Council on May 12, 2015, approved the adjustment of

MVU rates two times per year to provide rate stability to its customers.

Resolution No. 2019-XX adjusts the following items:

1. Amends the electric rates for MVU to correspond with SCE rates that became effective on July 26, 2019.
2. Adds Rate Schedule Residential Rate B - TOU – Time of Use Rate for residential customers with solar generation installations that begin operation on or after December 21, 2019 (the end of the December billing cycle). All other residential customers may select Rate B – TOU if desired.

Rate Adjustments: The recommended adjustments ensure compliance with the policies and resolutions noted above.

As with all electric utilities, Moreno Valley Utility's service year is divided into two categories: Winter (October to June) and Summer (June to October).

Rates are structured to reflect usage; the table below shows the monthly impact to customers during the summer season and winter season.

Average Residential Usage	SUMMER		WINTER	
	792 kWh	-\$4.95	-2.85%	
542 kWh			-\$1.90	-1.61%

Average Small Commercial Usage	SUMMER		WINTER	
	800 kWh	\$4.24	2.33%	\$1.99

Average Large Commercial Usage	SUMMER		WINTER	
	26,500 kWh, 90 kW Demand	\$109.94	1.84%	\$37.97

Average Large Commercial, TOU Usage	SUMMER		WINTER	
	485,778 kWh, 880 kW Demand	-\$1,265.43	-1.57%	
362,301 kWh, 627 kW Demand			\$1,202.17	3.67%

Average Traffic Controller	SUMMER	WINTER
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Usage				
364 kWh	-\$1.28	-1.89%	-\$1.28	-1.89%

Street Lights	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (84 lights)	\$8.57	0.78%	\$8.57	0.78%
Schedule SL-1 22,000 Lumen (269 lights)	\$57.70	1.21%	\$57.70	1.21%
Schedule SL-1 LED 14,700 Lumen (123 lights)	\$26.22	1.28%	\$26.22	1.28%
Schedule SL-1 LED 11,500 Lumen (497 lights)	\$93.25	1.39%	\$93.25	1.39%
Schedule SL-1 LED 3,800 Lumen (1103 lights)	\$66.82	0.59%	\$66.82	0.59%
Schedule SL-3 (total of all accounts based on average usage)	\$5.56	0.93%	\$5.56	0.93%

Average Agricultural & Pumping	SUMMER		WINTER	
29,880 kWh	\$76.38	1.67%	\$76.38	1.67%

Wireless Technology Rate	SUMMER		WINTER	
--	-\$0.97	-2.32%	-\$0.97	-2.32%

Residential customers with electric vehicles will be encouraged to apply for the Residential Rate B – TOU schedule and charge their vehicle during off-peak hours when rates are lowest.

ALTERNATIVES

1. Approve Resolution No. 2019-XX to amend the Electric Rates for Moreno Valley Utility. *Staff recommends this alternative as the proposed amended electric rates will allow the City's utility to comply with established Council-adopted policies and practices.*
2. Do not approve Resolution No. 2019-XX to amend the Electric Rates for Moreno Valley Utility. *Staff does not recommend this alternative because the resolution is needed to keep the Utility in compliance with established Council-adopted policies and practices.*

FISCAL IMPACT

The proposed rate adjustment is estimated to increase revenue by an average of approximately \$13,000 per month. It is anticipated that net income will remain positive for fiscal year 2019/2020.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

- 1. Resolution Rate Adjustment 12172019
- 2. MVU Rates Proposed 12172019 finalr

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	12/09/19 4:46 PM
City Attorney Approval	<u> ✓ Approved </u>	12/10/19 2:25 PM
City Manager Approval	<u> ✓ Approved </u>	12/10/19 3:24 PM

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES AND RULES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, on January 13, 2004, the City Council approved Resolution No. 2004-05 establishing the electric rates for Moreno Valley Utility; and

WHEREAS, on September 26, 2006, the City Council approved Resolution No. 2006-112 implementing a schedule to adjust Moreno Valley Utility electric rates to reflect the same schedule as Southern California Edison; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in these documents. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

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

1
Resolution No. 2019-XX
Date Adopted: December 17, 2019

Attachment: Resolution Rate Adjustment 12172019 (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

1. The City Council hereby adopts the amended Moreno Valley Utility Rates, attached hereto as Exhibit A and the amended Electric Service Rules, Fees and Charges attached hereto as Exhibit B, incorporated herein, and on file in the Financial and Management Services Department.

APPROVED AND ADOPTED this 17th day of December 2019.

 Mayor of the City of Moreno Valley

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

Attachment: Resolution Rate Adjustment 12172019 (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

2
 Resolution No. 2019-XX
 Date Adopted: December 17, 2019

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 17th day of December 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Resolution Rate Adjustment 12172019 (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

Resolution No. 2019-XX³
Date Adopted: December 17, 2019

Moreno Valley Utility
Electric Rates

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

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Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses. Rate A is applicable to all residential customers with the exception of residential customers with solar generation installations that begin operation on or after December 21, 2019. For these customers, Rate B Residential Time of Use (TOU) is applicable. All other residential customer may select Rate B Residential Time of Use (TOU) if desired.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - \$/Day:	Rate A – Non TOU
Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024
 Energy Usage Charge - \$/kWh:	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.17555
Tier 2 – 101% to 400% of Baseline	\$ 0.22880
 Tier 3 – All excess kWh, per kwh	 \$ 0.40939
 Winter:	
Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.17555
Tier 2 – 101% to 400% of Baseline	\$ 0.22880
 Tier 4 – All excess kWh, per kWh	 \$ 0.40939
 Public Purpose Programs:	
All kWh per kWh	\$ 0.01127
 Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

Rates

Basic Charge - \$/Day:	Rate B - TOU
Single-Family Residence	\$ 0.395
Multi-Family Residence	\$ 0.395
Energy Usage Charge - \$/kWh:	
Baseline Credit – Applies to 100% of baseline allocation regardless of time of use	-\$0.06816
Summer	
On-Peak	\$ 0.37138
Mid-Peak	\$ 0.25315
Off-Peak	\$ 0.11846
Winter	
Mid-Peak	\$ 0.33771
Off-Peak	\$ 0.11224
Super Off-Peak	\$ 0.11224
Public Purpose Programs:	
All kWh per kWh	\$ 0.01127
Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.
2. Baseline Quantities: The residential allocation shall be 18.9 kWhs per day in the Summer season and 12.5 kWhs per day in the Winter season.
3. Time periods are defined as follows:

TOU Period	Weekdays	Weekends & Holidays	Weekdays	Weekends & Holidays
	Summer	Summer	Winter	Winter
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A
Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	All other hours	9 p.m. - 8 a.m.	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	N/A	8 a.m. - 4 p.m.	8 a.m. - 4 p.m.

4. Holidays are defined as New Year’s Day (January 1), Martin Luther King’s Birthday (third Monday in January), Washington’s Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

5. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
6. Voltage: Service will be supplied at one standard voltage.

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

7. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

8. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	18.9	16.5	35.4
Winter	12.5	16.5	29.0

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung

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Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation:

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 30% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.
8. Family Electric Rate Assistance (FERA) Program: The FERA discount program is offered under the standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount the household must consist of three or more persons where the total gross income from all sources is no more than 250% of Federal Poverty Guidelines. Under this program a discount for qualified FERA households of 18% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Day:

Single-Phase Service	\$ 0.321
Polyphase Service	\$ 0.031

Energy Usage Charge - \$/kWh:

Summer, all kWh, per kWh	\$ 0.19317
Winter, all kWh, per kWh	\$ 0.14622

Public Purpose Programs:

All kWh per kWh	\$ 0.00853
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Monthly Minimum Charge:

Monthly Minimum Charge	\$ 10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

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2. Voltage: Service will be supplied at one standard voltage.
3. Direct Current Fast Charger (DCFC) Charging Stations: DCFC station installations shall be billed on this rate regardless of the kilowatt demand until other rates are adopted for this use.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Meter/Month:

Single Phase	\$ 108.72
Polyphase	\$ 102.70

Energy Usage Charge - \$/kWh:

Summer, all kWh, per kWh	\$ 0.10509
Winter, all kWh, per kWh	\$ 0.09240

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$ 10.35	\$ 10.35
Time Related Demand Charge, per kW	\$ 16.08	\$ 0.00

Public Purpose Programs:

All kWh per kWh	\$ 0.00818
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Monthly Minimum Charge:

Monthly Minimum Charge	\$ 10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

Special Conditions

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by \$0.21 per kW for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00101 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
 - a. Adjustment Rate:
 - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.60 per kilovar of maximum reactive demand.
 - b. Determining the Reactive Demand:
 - i. Service delivered and metered at voltages of 4 kV or greater:

1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
- ii. Services delivered and metered at voltages less than 4 kV:
1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
 2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE P1 – PUMPING AND AGRICULTUAL SERVICE
(CONNECTED LOAD BASIS)

Applicability

Applicable to electric service for agricultural power service or for general water pumping or sewerage pumping based on connected load in horsepower. This schedule is not applicable to service for which a residential, commercial or industrial schedule is applicable. Customers whose monthly maximum demand is expected to or have exceeded 500 kW or 671 hp in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Day:	\$38.15
Energy Usage Charge - \$/kWh:	
Summer, all kWh, per kWh	\$ 0.11069
Winter, all kWh, per kWh	\$ 0.11069
Service Charge \$/HP/Month	\$3.77
Public Purpose Programs:	
All kWh per kWh	\$ 0.00748
Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
2. Voltage: Service will be supplied at one standard voltage.
3. Connected Load: Connected load is the sum of the rated capacities of all the customer's equipment that is possible to connect to the utility's lines at the same time, determine to the nearest 1/10th hp.

SCHEDULE SL – STREET LIGHTING SERVICE - MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$12.29	\$0.13
16,000	150	67	\$14.86	\$0.22
22,000	200	85	\$16.70	\$0.28
27,500	250	108	\$18.67	\$0.35

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
14,700	173	75	\$15.70	\$0.24
11,500	98	47	\$12.95	\$0.16
3,800	31	15	\$ 9.82	\$0.05

Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all-night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
 - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
 - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).
5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 - STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE
(UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$ 5.78	\$0.13
16,000	150	67	\$ 7.95	\$0.22
22,000	200	85	\$ 9.46	\$0.28
27,500	250	108	\$11.37	\$0.35

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per Meter Per Month:	\$ 6.57
Energy Usage Charge - \$/kWh:	
All Year - all kWh, per kWh	\$ 0.07206
Public Purpose Programs:	
All kWh, per kWh	\$ 0.00326

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per Meter Per Day:

Single-Phase Service	\$ 0.405
Polyphase Service	\$ 0.029

Energy Usage Charge - \$/kWh:

All kWh per kWh	\$ 0.13332
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Public Purpose Programs:

All kWh per kWh	\$ 0.00823
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

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SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates – Primary Voltage

Customer Charge:

\$/Meter/Month \$ 213.18

Energy Usage Charge - \$/kWh:

Summer

On-Peak \$ 0.09126
Mid-Peak \$ 0.08350
Off-Peak \$ 0.05838

Winter

Mid-Peak \$ 0.07230
Off-Peak \$ 0.06295
Super Off-Peak \$ 0.04542

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$11.37	\$11.37
Time Related Demand Charge, per kW		
On-Peak	\$30.34	\$0.00
Mid-Peak	\$0.00	\$7.35
Off-Peak	\$0.00	\$0.00

Public Purpose Programs:

All kWh per kWh \$0.00877

Minimum Monthly Charge See Conditions #4

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Rates – Secondary Voltage

Customer Charge:

\$/Meter/Month \$ 399.55

Energy Usage Charge - \$/kWh:

Summer

On-Peak \$ 0.09670
 Mid-Peak \$ 0.08849
 Off-Peak \$ 0.06182

Winter

Mid-Peak \$ 0.07646
 Off-Peak \$ 0.06661
 Super Off-Peak \$ 0.04814

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$11.59	\$11.59
Time Related Demand Charge, per kW:		
On-Peak	\$31.04	\$0.00
Mid-Peak	\$ 0.00	\$7.25
Off-Peak	\$ 0.00	\$0.00

Public Purpose Programs:

All kWh per kWh \$ 0.00939

Minimum Monthly Charge:

Minimum Monthly Charge See Condition #4

Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

- Time periods are defined as follows:

TOU Period	Weekdays	Weekends & Holidays	Weekdays	Weekends & Holidays
	Summer	Summer	Winter	Winter
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A

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Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	All other hours	9 p.m. - 8 a.m.	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	N/A	8 a.m. - 4 p.m.	8 a.m. - 4 p.m.

Holidays are defined as New Year’s Day (January 1), Martin Luther King’s Birthday (third Monday in January), Washington’s Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
3. Voltage: Service will be supplied at one standard voltage.
4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer’s Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
 - a. Adjustment Rate: The customer’s bill will be increased each month for the power factor \$0.60 per kilovar of maximum reactive demand.
 - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-

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minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

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SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements. This schedule is closed to new applicants effective April 2018.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be \$0.04400 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) monthly billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE NEM 2.0 – NET ENERGY METERING SUCCESSOR RATE

Applicability

Applicable to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with MVU's power system pursuant to Electric Rule 21 – Generating Facility Interconnections.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be \$0.04400 per kWh applied to any net surplus energy remaining at the end of the customer's monthly billing period.

Special Conditions

1. As determined in each billing period, when a customer is a net consumer of energy, the resulting net consumed energy will be used in the calculation of all applicable energy charges.
2. As determined in each billing period, when a customer is a net producer of energy, the resulting net produced energy will be used in the calculation of a monetary value that shall only be applied to the customer's monthly bill, including any minimum charges and applicable taxes.
3. A customer is a net producer of energy when the amount of generated kilowatt-hours (kWh) of energy that is exported to MVU's system exceeds the amount that the customer receives from MVU.
4. The monetary value calculated is the product of the net kWh produced multiplied by the Net Surplus Compensation Rate (NSCR).
5. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

6. MVU shall retain any net surplus energy generated by the NEM customer, including any associated environmental attributes or renewable energy credits (“REC”).
7. To be eligible for service under this Schedule, generating facilities must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules regarding safety and reliability (i.e., MVU’s Electric Rule 21). All generating facilities must have a warranty of at least 10 years for all equipment and the associated installation from the system provider (not from MVU). All major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. Any other equipment, as determined by MVU, must be verified as having safety certification from a Nationally Recognized Testing Laboratory.
8. To be eligible for service under this Schedule, the customer’s generating facilities must be sized to offset part or all of the customer’s own electrical requirements and cannot be oversized. This means that the estimated output of the generating facility, using the CEC-AC nameplate rating for inverter-based generating facilities must not exceed the customer’s previous annual usage in kWh. In the event that there is less than 12 months of previous recorded usage data, the standard of 2 watts per square foot of the premises will apply.
9. Customers seeking to interconnect their generating facilities for the purpose of receiving service under this Schedule are subject to the interconnection requirements and interconnection cost responsibility provisions as established in MVU’s Electric Rule 21.
10. A new customer of record who owns, rents, or leases a premise that includes a generating facility that was approved by MVU for parallel operation prior to the new customer moving in and/or taking electric service with MVU will take service under this Schedule as long as the requirements of this Schedule are met. This provision also applies to premises where the developer/contractor establishes the interconnection.
11. Existing generating facilities currently under Schedule NEM that are modified such that: (1) the generating capacity or output increases by 10% or more; or (2) adding battery storage will be placed under Schedule NEM 2.0.

12. Existing customers under Schedule NEM will remain under Schedule NEM for a period of fifteen (15) years from the original year in which their generating facility was interconnected to MVU's grid as determined from the date the customer received the permission to operate (PTO), and then will be switched to Schedule NEM 2.0 or any otherwise applicable rate schedule. Existing customers under Schedule NEM can request to be placed under Schedule NEM 2.0 at any time; the customer's account will be trued up at the time of the request. This means that any outstanding balance due or credit due will be applied to the next regular billing.

SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein. Local Hiring Incentive applicable to certain other rate classes as described in Special Condition No. 6.

- 1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
- 2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
- 3. A New Customer shall meet the following criteria:
 - a. Targeted industries
 - i. Logistics/Distribution
 - ii. Medical/Healthcare
 - iii. Auto Dealerships
 - b. Job Creation

i. Tier 1 Discount Rate	150 – 499 jobs
ii. Tier 2 Discount Rate	500 – 999 jobs
iii. Tier 3 Discount Rate	greater than 1000 jobs
iv. Tier 4 Discount Rate	350 jobs minimum
v. Tier 5 Discount Rate	200 jobs minimum
 - c. City Revenue Producer – either sales tax or use tax generation
 - i. Tier 1a Discount Rate

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

- ii. Tier 4 Discount Rate - minimum \$40,000 annual sales tax revenue to the City

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Year 1	19.00%	21.50%	24.00%	26.50%
Year 2	16.00%	18.50%	21.00%	23.50%
Year 3	13.00%	15.50%	18.00%	20.50%
Year 4	10.00%	12.50%	15.00%	17.50%
Year 5	7.00%	9.50%	12.00%	14.50%

	Tier 5
Years 1 – 4	20.00%
Years 5 – 8	15.00%
Years 9 – 12	10.00%
Years 13 - 16	5.00%

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single five-year term, except for Tier 5, which shall be for a single sixteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for five years for Tiers 1 through 4 and sixteen years for Tier 5 from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Jobs: Job as prescribed in Section 3c above is defined as Full Time Equivalent that is working at least 1750 hours per year. The Customer retains authority in making individual hiring decisions. This program does not require the Customer to hire any person who does not have the experience and ability to qualify such persons for a job.
6. Local Hiring Incentive: The Local Hiring Incentive is available for Tier 1 through Tier 5. Customers who qualify under Tiers 1 – 4 and voluntarily hire at least 20% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 2%; those Customers who hire at least 40% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 4%. For Customers eligible for the Tier 5 discount, the Local Hiring Incentive is an additional 1% discount for Customers who voluntarily hire at least 20% of FTE employees that are City of Moreno Valley residents. The additional 1% discount will be applied to the first five years of the sixteen-year term. Any additional discounts will apply to the Energy Charge and Demand Charge. Customers must certify the local hire percentage each year to remain eligible for the additional discount.
7. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load

Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

8. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
9. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
10. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
11. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer and coincides with the customer’s normal billing cycle.
12. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
13. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.
14. City Manager: The City Manager or his/her designee may offer to customers an Economic Development Rate and term based upon the actual cost to serve the customer. The customer must sign a Moreno Valley Economic Development Rate Agreement, and such Agreement shall be approved by the City Council. All other terms and conditions under this rate schedule shall apply.

SCHEDULE ED-BR - ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE

Applicability

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
 - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
 - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
 - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1 20%
- Year 2 20%
- Year 3 20%
- Year 4 0%
- Year 5 0%

Special Conditions

1. Term: Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. Minimum Load: All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. State Mandated Public Purpose Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may

include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.

7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer’s normal billing cycle following execution of the Agreement by both parties.
8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.

SCHEDULE EV PUBLIC – ELECTRIC VEHICLE PUBLIC CHARGING

Applicability

This Schedule is applicable to electric vehicle charging stations owned and maintained by Moreno Valley Utility.

Charging type	Voltage
Level 2	240V
Level 3	480V

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Level 2 City Owned Charging Station	\$0.21 per kWh
Level 3 City Owned Charging Station	\$0.35 per kWh

Per Ordinance 942, there is a four-hour maximum for parking and charging of electric vehicles in a single charging session. Sessions will be given a 30-minute grace period and thereafter will be charged \$1.00 per hour up to a maximum of \$30.00.

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

SCHEDULE WTR – WIRELESS TECHNOLOGY RATE

Applicability

This Schedule is applicable to single-phase service for wireless technology industries and utility customers deploying advanced metering infrastructure (AMI) that require electric service to operate wireless communication devices that are mounted on existing utility facilities, or other facilities approved by the utility and are unmetered.

The monthly kilowatt-hour (kWh) usage of each device shall not exceed 2,700 kWh. Effective with the date the customer becomes ineligible for service under this Schedule, the customer’s account shall be transferred to Schedule B - General Service or another applicable rate schedule.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Customer Charge - \$/Month:

Single Phase	\$17.44
Polyphase	\$17.47

Inspection Charge - \$/Device/Inspection \$15.23

Initialization of Service Charge – One-Time Fee

Fixed Energy Charge - \$/Device/Month: \$7.31

Tier	Energy Use	Max Watts/ Connected Load	\$/Device/ Month
1	0-50 kWhs / Month	75	\$6.67
2	51-100 kWhs / Month	149	\$13.33
3	101-150 kWhs / Month	224	\$20.01
4	151-200 kWhs / Month	298	\$26.68
5	201-250 kWhs / Month	373	\$33.34
6	251-300 kWhs / Month	448	\$39.99
7	301-350 kWhs / Month	522	\$46.67
8	351-400 kWhs / Month	597	\$53.32
9	401-450 kWhs / Month	672	\$59.99

Attachment: MVU Rates Proposed 12172019 finalr (3761 : APPROVE RATE ADJUSTMENT FOR MVU)

Tier	Energy Use	Max Watts/ Connected Load	\$/Device/ Month
10	451-500 kWhs / Month	746	\$66.67
11	501-900 kWhs / Month	1,343	\$119.99
12	901-1,350 kWhs / Month	2,014	\$179.99
13	1,351-1,800 kWhs / Month	2,686	\$239.96
14	1,801-2,250 kWhs / Month	3,357	\$299.98
15	2,251-2,700 kWhs / Month	4,028	\$359.97

Public Purpose Charge – Per Device per Month

Tiers	Energy Use	\$/Device/ Month
1	0-50 kWhs / Month	\$0.41
2	51-100 kWhs / Month	\$0.82
3	101-150 kWhs / Month	\$1.23
4	151-200 kWhs / Month	\$1.65
5	201-250 kWhs / Month	\$2.06
6	251-300 kWhs / Month	\$2.47
7	301-350 kWhs / Month	\$2.88
8	351-400 kWhs / Month	\$3.30
9	401-450 kWhs / Month	\$3.70
10	451-500 kWhs / Month	\$4.12
11	501-900 kWhs / Month	\$7.41
12	901-1,350 kWhs / Month	\$11.11
13	1,351-1,800 kWhs / Month	\$14.81
14	1,801-2,250 kWhs / Month	\$18.52
15	2,251-2,700 kWhs / Month	\$22.22

Special Conditions

1. Voltage: Service will be supplied at 120 volts (one fuse per 120-volt leg).
2. Three-Phase Service: Where the utility determines, it is impractical to provide single-phase service under this Schedule three-phase service will be provided.
3. Limited Availability: This Schedule is available only where MVU determines that an applicable agency having jurisdiction has an existing code, ordinance, formal

policy statement or requirement that prohibits above ground electrical meter facilities in the public right-of-way.

4. Determination of Monthly usage: The customer must provide the utility information from which the utility can determine the level of kWh usage to be consumed and/or level of service to be provided, such as the manufacturers' equipment specifications, data sheets, etc., and the number of devices to be installed. The utility will place the customer in the appropriate usage tier and charge according to the maximum value of that tier. The utility retains the right to perform on- site inspections to verify the energy consumption of the device(s).
5. Maximum Wattage: The rate tiers must coincide with the maximum wattage ratings listed below. The wattage information shall be provided by the customer in order to assist SCE in determining the appropriate tier.

Tiers	Energy Use	Usage Fuse Size	Maximum Watts / Connected Load Name Plat
1	0-50 kWhs / Month	KTK-3/4	75 watts
2	51-100 kWhs / Month	KTK-1	149 watts
3	101-150 kWhs / Month	KTK-1-1/2	224 watts
4	151-200 kWhs / Month	KTK-2	298 watts
5	201-250 kWhs / Month	KTK-2-1/2	373 watts
6	251-300 kWhs / Month	KTK-3	448 watts
7	301-350 kWhs / Month	KTK-3-1/2	522 watts
8	351-400 kWhs / Month	KTK-4	597 watts
9	401-450 kWhs / Month	KTK-5	672 watts
10	451-500 kWhs / Month	KTK-6	746 watts
11	501-900 kWhs / Month	KTK-10	1,343 watts
12	901-1,350 kWhs / Month	KTK-15	2,014 watts
13	1,351-1,800 kWhs / Month	KTK-20	2,686 watts
14	1,801-2,250 kWhs / Month	KTK-25	3,357 watts
15	2,251-2,700 kWhs / Month	KTK-30	4,028 watts

6. Installation: The device(s) shall be installed on utility facilities, or other facilities approved by the utility. Utility customers taking service for AMI-related devices attached to utility-owned facilities may attach only to underground-fed streetlight poles. When the devices are installed on utility facilities, the installation and

removal of such device(s) will be performed at the customer's expense. Device installation shall not be performed under this Schedule where location, mounting height, and/or other considerations are not acceptable to the utility. Unless approved by the utility, all wireless communication devices must be visible to the utility.

7. Modification of Facilities: No modifications can be made to the customer-owned wireless communications devices or the AMI-related devices unless approved by MVU. Where the customer requests a modification of MVU-owned facilities, and such modifications are acceptable to MVU, MVU will perform the requested modifications at the customer's expense.
8. Maintenance: Upon installation of the device(s), where the utility experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism, the utility may require the customer to pay the excess maintenance expense.
9. Discontinuance and Restoration of Service: Discontinuance and restoration of service to the customer shall be completed in accordance with Rule 11.
10. Liability of the Utility: The utility shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, there from.
11. Distribution Line Extension: Distribution line extensions shall be installed in accordance with Rule 15.
12. Service Extension: Services shall be installed and maintained as provided in Rule 16.
13. Initialization of Service Charge: A one-time charge, as shown in the RATES section of this schedule, is applied to each service account provided service under this Schedule to recover the costs of a lock and spare fuse which are required with the initialization of service.



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 17, 2019

TITLE: APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH AAC UTILITY PARTNERS, LLC (AAC) FOR MORENO VALLEY UTILITY FUNCTIONAL NEEDS ASSESSMENT

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve the Professional Services Agreement with AAC Utility Partners, LLC (AAC) for Moreno Valley Utility Functional Needs Assessment.
2. Authorize the City Manager to execute the Agreement.
3. Appropriate additional funds of \$298,000 to fund the Professional Services Agreement.

SUMMARY

This report recommends approval of a Professional Services Agreement with AAC to assist the Moreno Valley Utility (MVU) with an evaluation of current business processes and identification of requirements related to meter data collection and customer bill generation. Changes in the utility industry, state and federal regulations, business requirements, and advancements in technology have created the necessity to comprehensively evaluate MVU's functional needs.

AAC has a proven track record of shepherding electric utilities through the process of evaluating operational procedures to meet current needs while providing flexibility to anticipate future growth. In operation since 2005, AAC has worked with numerous municipal electric, water, and gas utilities.

DISCUSSION

Many MVU business processes have remained essentially the same since 2004. The MVU Organizational Assessment produced by Leidos, Inc. in 2018 identified a number of opportunities for improvement in MVU business practices related to billing, customer account services, and reporting functions that would assist with the standardization of data from various sources of information.

MVU must look to keep pace with new developments in utility technology and changes to the Electric Utility business model. AAC will work with staff and develop a comprehensive assessment of functional needs related to utility billing processes and where it can realize optimizations in productivity, consistency, and efficiency.

In July 2017, MVU initiated the installation of Automated Metering Infrastructure (AMI) Smart Meters for all residential customers. The full deployment of AMI meters and the associated collector network is scheduled to be completed in mid-2020. A Meter Data Management System is the hub that receives and processes all of the interval data transmitted from the AMI electric meters deployed in the field. Where traditional electric meters are read once a month for billing purposes, AMI meters transmit billing data at scheduled intervals twenty-four hours a day, seven days a week. The MDMS sorts and analyzes all of this additional data and shares it with existing integrated systems such as the Outage Management system, Customer Information Systems, and MVU Mobile App, and provides reporting capabilities. The MDMS will allow for detailed optimizations of the MVU electrical distribution system and streamline many core business functions. The MDMS automation of MVU processes will increase efficiency and reduce operating costs.

With MVU's evolution as a highly reliable electric service provider to our growing community, a functional needs assessment of current business practices will help equip the Utility for continued success in all aspects of its operations. AAC's consulting assistance is recommended due to the firm's experience in this important area. This undertaking will keep MVU on pace with industry best practices and provide the opportunity to be flexible and innovative as the industry continues to evolve.

The deliverable will be a document that will be used for two purposes: (1) the refinement of internal processes and procedures; and (2) a defined scope of work for the development of a Request for Proposal for billing services. Staff is proposing to "piggyback" on a City of Tallahassee Florida RFP that was issued in February 2019, and awarded to AAC.

ALTERNATIVES

1. Recommend approval of the Professional Services Agreement with AAC Utility Partners, LLC (AAC) for Moreno Valley Utility Functional Needs Assessment. *Staff recommends this option. MVU will benefit from an objective third party perspective on the utility's requirements and needs.*

- 2. Do not recommend approval of the Professional Services Agreement with AAC Utility Partners, LLC (AAC) for Moreno Valley Utility Functional Needs Assessment. *Staff does not recommend this option, as MVU requires objective third party analysis of existing business practices to develop a list of functional and technical needs for the utility.*

FISCAL IMPACT

The project budget total is \$298,000 and will be paid for out of utility operation funds. Staff is recommending a budget appropriation of \$298,000 for the Customer Information System and Meter Data Management System Selection Services Professional Services Agreement with AAC Utility Partners, LLC.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Contractual Svcs-Other	Electric	6010-30-80-45510-625099	Exp	\$188,532	\$298,000	\$486,532

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Dean R. Ayer
Management of Analyst

Department Head Approval:
Marshall Eyeran
Chief Financial Officer

Concurred By:
Jeannette Olko
Electric Utility Division Manger

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

- 1. AAC PSA 11192019
- 2. City of Tallahassee RFP

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/09/19 4:05 PM
City Attorney Approval	<u>✓ Approved</u>	12/11/19 2:57 PM
City Manager Approval	<u>✓ Approved</u>	12/11/19 2:59 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **AAC Utility Partners, LLC**, a **Limited Liability Company**, with its principal place of business at **4711-3 Forest Drive, #374, Columbia, SC 29206**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional utility billing/meter data management consulting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional utility billing/meter data management consulting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the electric utility as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS**1. CONTRACTOR INFORMATION:**

Contractor’s Name: AAC Utility Partners, LLC
 Address: 4711-3 Forest Drive, #374
 City: Columbia State: SC Zip: 29206
 Business Phone: 803-736-9486 Fax No. 803-227-0762
 Other Contact Number:
 Business License Number:
 Federal Tax I.D. Number: 06-1764232

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service and related payment terms (fixed fee of \$298,000) are described in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference. The parties acknowledge that future additional Statements of Work may be attached to Exhibit A if executed in

writing by the parties and referencing this Agreement as an additional Statement of Work attached to and incorporated into this Agreement.

- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
 - C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
 - D. The term of this Agreement shall be for so long as a Statement of Work under Exhibit A is in effect unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- F. Contractor's Representative. Contractor hereby designates **Shannon Campbell**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's

Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’s Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

G. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

H. Standard of Care; Performance of Employees.

(a) Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. City must notify Contractor of breach of any of foregoing representations or obligations within ninety days after the performance of the applicable service(s) or delivery of applicable deliverable(s), and as City’s remedy for breach, Contractor agrees to correct any such breach.

(b) Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

(c) WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES, DELIVERABLES, WORK OR ANY MATTER

Attachment: AAC PSA 11192019 (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)

WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. CONTRACTOR DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES, DELIVERABLES AND WORK BEING PROVIDED OR DELIVERED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES, DELIVERABLES OR WORK WILL BE ERROR-FREE.

- I. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, its officers, agents and employees harmless from any and all (1) claims, damages, losses, causes of action and demands, including, without limitation, the payment of all expert witness fees, reasonable attorney's fees and other related costs and expenses for bodily injury or death to any person or damage to tangible or real property due to any negligent acts or omissions of Contractor; or (2) third party claims, damages, losses, causes of action and demands, including, without limitation, the payment of all expert witness fees, reasonable attorney's fees and other related costs and expenses arising out of Contractor's infringement, misuse, or misappropriation of any third-party intellectual property rights.

Contractor will have no liability under this Section I (Contractor Indemnification) or Section J (Additional Indemnity Obligations") to the comparative extent that the indemnification claim results from: (1) the negligent or willful acts of the City; or (2) Contractor's compliance with the express instructions of City.

Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City and its officers, agents and employees.

- J. Additional Indemnity Obligations. City will promptly notify Contractor of any right of indemnification and tender to Contractor the right to defend and settle any claim, suit or action. Contractor shall defend, with counsel of Contractor's choosing (reasonably acceptable to City) and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "I" (Contractor Indemnification) that may be brought or instituted against City, and its officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City and its officers, agents and employees as part of any such claim, suit, action

or other proceeding. Contractor shall also reimburse City for the cost of any settlement approved in writing by Contractor paid by City, and its officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s reasonable attorney’s fees and costs, including expert witness fees, and Contractor shall reimburse City and its officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided; provided that City shall be responsible for the legal fees for any separate counsel they hire in addition to Contractor’s counsel to participate in the defense of any claim.

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

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

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

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

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

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

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

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

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

L. Intellectual Property.

(a) General. Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Consultant or City to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Consultant:

(i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary in formation of Consultant or are otherwise owned or licensed by Consultant (collectively, “tools”),

(ii) will be free to use the ideas, concepts, methodologies, processes and know- how which are developed or created in the course of performing the services under this Agreement and may be retained by Consultant’s employees in intangible form, all of which constitute

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substantial rights on the part of Consultant in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to City.** City agrees that all software, documents and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to City pursuant to this Agreement, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the “Consultant Materials”), shall be the property of Consultant and the Consultant shall own all right, title and interest therein. Consultant agrees that City shall have a nonexclusive license to use the Consultant Materials to the extent necessary to carry out and fulfill the terms and conditions of this Agreement.

(c) **City Information.** Consultant recognizes and agrees that it has no claim of ownership to any data, materials or information submitted by City to Consultant (“City Information”), which City Information is being provided to Consultant solely for the purposes of enabling Consultant to render its services, and that title and all ownership rights in and to such City Information shall at all times remain with City. City shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all City Information.

(d) The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

N. **Termination.**

(a) Either party may terminate this Agreement for a breach of the terms and conditions of this Agreement that is not cured within 30 days after such party provides notice to the other party of such breach. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

(b) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

(c) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- O. **Payment.** Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes; provided however that the City shall pay, and reimburse Contractor for, any applicable sales, use and similar taxes based on the services provided by Contractor or the fees paid to Contractor. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

P. Limitations of Liability.

(a) **NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), ARISING OUT OF THIS AGREEMENT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.**

(b) **EXCEPT FOR THE EXCEPTION SPECIFIED IN SECTION P(C) BELOW, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY AMOUNTS EXCEED THE AMOUNTS PAID BY CITY TO CONTRACTOR IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY CONTRACTOR OR CLAIM BY CITY.**

(c) **THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION P(B) ABOVE DO NOT APPLY TO LIABILITY ARISING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS.**

(d) **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF ITS INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED \$1,000,000.**

(e) **CITY ACKNOWLEDGES THAT CONTRACTOR HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Survival. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration, or cancellation of this Agreement shall survive the termination of this Agreement.
- S. Choice of Law; Arbitration. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, Company and Client shall each select one person to act as arbitrator and the two selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by Company and Client are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitrators shall be neutral, come from the United States, and shall be attorneys with at least fifteen (15) years' experience, and at least one arbitrator shall be experienced with the subject matter of the dispute. Any award must be subject to the terms of this Agreement. The parties may seek emergency or interim relief as provided by the Commercial Arbitration Rules. Neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both the Company and Client. In addition to all rights provided under the Commercial Arbitration Rules and law, any award and/or judgment rendered by the arbitrators shall be final and binding on each and all of the parties, and the judgment may be enforced or executed against the assets of any such party in any jurisdiction

pursuant to United States law. Nothing in this Section T shall prevent either party from seeking injunctive or other equitable relief with respect to this Agreement.

T. Confidentiality.

(a) Confidential Information. This Section U shall apply to all confidential and proprietary information disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), including all City Information, Consultant Materials, and information related to the Disclosing Party’s technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, “Confidential Information”). Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party’s Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party’s Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party’s Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party’s Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party’s Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party’s request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party’s electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party’s business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section U(d).

U. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

AAC Utility Partners, LLC
4711-3 Forest Drive, #374
Columbia, SC 29206
Attn: Edwin Crow

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Electric Utility Division Manager

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

- V. City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- W. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- X. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- Y. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

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- Z. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- AA. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- BB. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City; provided however that Contractor may assign this Agreement without obtaining City’s consent in connection with a merger or sale of all or substantially all of its assets or business operations. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

AAC Utility Partners, LLC

BY: _____
City Manager

BY: _____

TITLE: _____
Managing Partner

Date

Date

BY: _____

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TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds 15,000)</i>
_____ Date

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Work Order #1

Client: City of Moreno Valley
Customer Information System (CIS) and Meter Data
 Project: Management System (MDMS) Selection Services

Client Location: 14177 Frederick Street
Moreno Valley, CA 92552

Consultant: AAC Utility Partners, LLC
4711-3 Forest Drive, #374
Columbia, South Carolina 29206

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PROPRIETARY & CONFIDENTIAL

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1.0 Overview

THE PURPOSE OF THIS WORK ORDER (“WO”) IS TO DOCUMENT THE AGREED SERVICES (AS DEFINED IN THE AGREEMENT) THAT AAC UTILITY PARTNERS (AAC) SHALL PROVIDE IN RELATION TO THE PROJECT (AS DEFINED IN THIS WO) FOR THE CITY OF MORENO VALLEY (CLIENT). THIS WORK ORDER SHALL BE EFFECTIVE ON THE LATTER DATE SIGNED BELOW.

1.1 Controlling Provisions

This WO shall be governed by the Terms and Conditions as outlined in the Professional Services Agreement ("Agreement") as entered into this ____ day of _____, 2019 between AAC and Client.

2.0 Definitions

All capitalized terms used and not defined herein shall have the same meanings given them in the WO between the parties.

Term	Definition
AAC	Abbreviation for AAC Utility Partners.
AAC Managing Consultant	Person assigned by AAC to provide project management for the Project to assist with management of the overall Selection Project activities.
AAC Resource(s)	References all AAC consultant(s) assigned by AAC to the Project.
Business Requirements Catalog	Document that outlines the functional items required by Client to be accomplished by the new software application being proposed by Vendors.
Change Control	Formal process utilized to change the scope or costs of the services outlined in this Work Order. This process is formal and must be in writing and mutually agreed to by each party.
CIS	Customer Information System.
Client	The City of Moreno Valley. References all business units of the Client and their employees and authorized agents.
Core Team	Client employees dedicated to be available, as needed, to complete the Selection Project.
Executive Sponsor	The Client’s executive that is ultimately responsible for the Project.
Holidays	Client holiday schedule.
iCue EPM for Selection	An internal Project Management Information Tool and a subset of iCue EPM that AAC utilizes during the Project.

Term	Definition
	Client access to iCue EPM for Selection is provided as part of the fees charged for the Project.
MDMS	Meter Data Management System.
NavigateOne	AAC Proprietary methodology, tools and work products.
Preferred Vendor	Software Vendor or System Integrator, following the vendor demonstrations and scoring, that is selected by Client as the company with which the Client desires to negotiate a contract.
Project	A series of tasks, deliverables and milestones to accomplish the selection of the Customer Information System and Meter Data Management System.
Project Director	Client resource assigned to manage the overall activities for this Work Order. This person will be the primary contact with the AAC Managing Consultant and the AAC Project Manager.
Project Schedule	A document that describes in detail, work activities, milestones, deliverables, and assignments that are required to complete the Project.
Statement of Work (SOW)	Document executed between Client and Preferred Vendor detailing scope, accountability and measurements for the Implementation Project.
Steering Committee	Executive group assigned to review Project related reports and activities. This group consists of senior executives from each area of the organization impacted by the Project, (e.g., Customer Service, Finance, Information Technology, Operations, etc.).
Subject Matter Expert (SME)	Client employees with detailed and specific knowledge related to how Client conducts business.
System Integrator	Firms that provide software and services for a specific software solution.
Vendor	Firms that may provide/provide CIS/MDMS proposals to the Client for consideration.
Work Order	This document that describes work to be performed, duties, responsibilities and pricing information for the work between Client and AAC.

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3.0 General Assumptions

1. Client will provide a knowledgeable Core Team and Subject Matter Experts as needed to support the scope of the Project. Client Core Team and SME's are expected to be available as needed to complete the Project.
2. Client will authorize one person to manage this WO.

3. Client will minimize the impact of competing initiatives within the organization that may have a negative impact to the Selection and Implementation Project through distracting or pulling Project resources/executives.
4. Issues that require a decision by Client or AAC, except as otherwise described herein will be made no later than five (5) business days (or a mutually agreeable time) after the party receiving the notice is notified to ensure that the Project timeline is maintained.
5. Client may request a change in the scope or nature of the services at any time. If needed, a Change Control is required.
6. AAC will utilize the latest version of **MS Word, MExcel, and MS PowerPoint** to produce deliverables according to AAC technical standards.
7. The work plan must conform to Client Holiday schedule.
8. AAC team members will not travel on-site during work-weeks when the Client has two days or more of Holidays scheduled. If a one-day Holiday is scheduled, the AAC team members will travel on-site on a case-by-case basis as mutually agreed by the Client and AAC.
9. The AAC Managing Consultant and the Project Director will work together to schedule the specific on-site time for the AAC Resources.
10. All fees in this Work Order are stated in US Dollars.

3.1 Term of Work Order

The term of this Work Order is through December 31, 2021 and may be extended upon mutual agreement by both parties per the Agreement.

Client may extend services provided in this WO beyond the original term of this WO by giving written notice to AAC ninety (90) calendar days prior to the expiration of its election to extend.

4.0 Scope

Client has embarked on the Project for the purpose of selecting and procuring a new Customer Information System and Meter Data Management System. The primary intent of AAC's scope of work described within this WO is to provide CIS and MDMS selection services and to assist Client in identifying and procuring the best CIS and MDMS for their organizational needs.

4.1 Client Selection Project Responsibilities

4.1.1 General Responsibilities

Unless otherwise specifically stated, Client shall provide facilities, equipment, and support as described below, in performance of the work by AAC's Resources (as described in this WO) at Client's facilities, at no cost to AAC. These facilities and services will be made available to AAC's resources during Client's normal working hours, or as otherwise agreed. AAC shall follow any guidelines set forth by Client regarding access to its facilities and services, and unless otherwise agreed, AAC's Resources shall work within Client's normal working hours.

4.1.2 Project-Related Responsibilities

Client will be responsible for the following activities.

- Review and acceptance of AAC deliverables, as defined in this WO
- Provide Client-specific resources as needed
- Provide office (work) space for AAC Resources
- internet access for AAC owned laptop computers (Mac and PC), when AAC is using Client facilities
- Telephone and access to other general office equipment when AAC is using Client facilities
- A conference/meeting room or office for AAC Resources will be provided as needed. This conference room should be a suitable meeting space.

4.2 Project Stage Descriptions

Sections 4.2.1 through 4.2.13 provide a general description of the various stages of the Project. The deliverables, Section 5.2 provides further detail regarding each WO deliverable.

4.2.1 iCue for Selection Access and Training

AAC will work with Client to provide access to the iCue for Selection software and will provide training for iCue for Selection.

4.2.2 Project Planning

Project planning is comprised of tasks and activities that focus on identifying major business drivers for the Project. Typical drivers include, for example, business limitations that result from: regulatory changes, deregulation, technology obsolescence, inflexible software and cost of operations and maintenance.

At the beginning of the Project, AAC will introduce the NavigateOne™ tools that will be utilized during the Project. This tool set will serve as a common thread through the lifecycle of the Project, including requirement and business process identification, RFP development, RFP

analysis Vendor selection and contracting. It is also likely that the concepts introduced during this stage will become a common frame of reference for well beyond the completion of the Project.

Interviews

AAC will conduct in-depth interviews with key Client management/staff in order to clearly understand Client's organization and create an RFP that best represents Client's unique requirements.

Develop Project Plan, including Timelines, Milestones and Deliverables

This step will consist of educational activities for Client and the development of the initial Project Schedule. AAC Resources will be on-site multiple times throughout this phase of the Project and will conduct multiple work sessions designed to capture all required input from stakeholders for the development of a complete and realistic Project Schedule.

AAC will also work with the Client to conduct a Project kick-off meeting with the Client to aid in facilitating Project awareness and end-user buy in.

Development of Project Direction – (Project Charter/Strategy):

- Project Charter
- Project Strategy
- Roles and responsibilities
- Technology direction
- Communication plan
- Core Team assignments
- Utility's materials research requirements (Items needed for business, functional and technical requirements)

Development of initial Project Schedule:

- Development of a Project Schedule
- Client/AAC resource assignments
- Task development with appropriate dependencies established
- Establishment of work tracking process
- Milestone tracking

Sequence of events

Preparation

- On-site meetings with Client
- iCue for Selection Access and Training
- Development of Project Charter and Strategy
- Development of Project Schedule

- Interviews & discussions with Client
- Review business drivers for change
- Discuss long-term IT & customer care strategy
- Establish joint roles and responsibilities
- Client gathers information and returns to AAC
- Review of deployment strategy (In-house, Hosted, Cloud)
- Conduct Project kick-off presentation

4.2.3 CIS/MDMS Education Workshop

AAC will conduct a CIS/MDMS Industry Workshop for the Client Core Team and Subject Matter Experts. The intent of this workshop is to educate the team regarding the major vendor/SI that provide solutions and services. The workshop will provide an overview of the leading vendor/SI.

The CIS/MDMS Industry Workshop will cover information critical to the selection process, such as:

CIS and MDMS Industry Overview
Software Vendor Overview
System Integrator Overview

4.2.4 Business Process and Requirements Analysis

Utilizing NavigateOne tools including iCue for Selection, AAC will lead Client through an in-depth exploration and prioritization of Client's CIS functional requirements.

The following are some of the main functional and technical areas explored through this comprehensive research process:

Meter to Cash Functional Areas

- Account/Customer Management
- Contact/Premise Management
- Payment Processing/Cash Receipts
- Service Orders
- Inventory
- Meter Reading History
- Delinquency Management
- Bank Draft
- Budget Billing
- Payment arrangements
- Credit History
- Bad Debt

- Deposits
- Rate / Charge Calculation
- Bill Generation
- Letter Generation
- Batch Job/Process Scheduling
- Customer Self-Service
- Credit and Collections
- Billing
- Rates and Fees Management
- Cashiering
- Meter Data Management

Business Issues

- City's CIS and MDMS Strategic Goals
- Key Business Drivers
- Executive Management
- Strategic Planning Group
- Competing Initiatives
- Regulatory / Mandates / Compliance Issues

Technology

- Additional Technology Initiatives
- Emerging Technology Trends (Internet, IVR, Mobile apps, etc.)
- Reporting
- User Interface Functionality (API, ESB, SOA, etc.)
- IT Integration and Support
- Hardware and Related Resources
- Web Self-Services
- Deployment (In-house, Hosted, Cloud)

4.2.5 Organizational Staffing Assessment (OSA)

AAC will conduct an assessment regarding Client's staffing needs for the Implementation Project. The OSA will educate Client on the staffing, roles and experience needed to support Client's Implementation Project. The OSA will include a detailed staffing plan for each phase and month of the Implementation Project. The OSA will detail each role and the full-time equivalent required to fulfill the role. In addition, the role definition portion of the document discusses the skills and experience needed by each resource to successfully execute the requirements for that role.

4.2.6 Risk Matrix

As a component of the Needs Assessment, AAC and the Client will identify risks that should be considered in the selection and implementation of a new CIS. These risks will be captured and documented in iCue for Selection. These risks will be available to management so that mitigation strategies can be developed and planned.

4.2.7 RFP Development & Evaluation Criteria

The process of developing the RFP will begin with our proven RFP template that has been developed specifically for utilities and will focus on the unique needs of Client's business, functional and technical areas.

The RFP template will also identify interfaces and hardware needs, which Client may use to develop and pursue identified business strategies. The result is a concise and logical framework of content that clearly communicates Client's needs to potential Vendors. AAC will conduct the necessary on-site workshops during the development of the RFP and will work with the Client Core Team to tailor and augment our tested RFP packet base format to include areas such as, but not limited to: instructions on how to respond, specific Client procurement and legal requirements and forms, functional matrices, business objectives, pricing lists, other Client-specific information.

AAC, along with the Client Core Team, will develop an evaluation framework (Evaluation Worksheet) and scoring matrices for evaluation of Vendor proposals. This process will take into account Client's current and long-term needs, which may include the following areas:

- Procurement Requirements
- Functional Requirements
- Technical Requirements
- Security Requirements
- Total Solution Costs
- Risk Identification
- Demonstration Results
- Support Requirements
- Vendor Demographics

4.2.8 Issuance and Management of the RFP Process

AAC will coordinate the release of the RFP with the appropriate Client department in accordance with Client requirements and procedures. AAC will also provide a list of Vendors AAC believes will be able to meet Client's stated requirements. Client may add to or delete Vendors from this list as needed.

Following the release of the RFP, AAC will assist Client in supporting Vendor inquiries regarding RFP contents. If appropriate, based on time constraints and Client's procurement rules, AAC strongly encourages individualized Vendor discovery sessions. These sessions are intended to provide Vendors face-to-face time with Client to ask detailed questions related specifically to the RFP. This allows the Vendors to provide a tailored RFP response that is specific to Client's business needs.

Sequence of events:

- Conduct project planning and CIS industry workshop
- Conduct business process and requirements analysis
- Organizational Staffing Assessment
- Develop and issue RFP package to Vendors
- On-site discovery sessions
- Vendors prepare their responses
- Support research and respond to Vendor questions
- Issue clarifications to Vendors
- AAC and Client finalize evaluation framework as needed
- Receive the RFP responses
- Present a status to the Client Steering Committee

4.2.9 Response Evaluation and Shortlist

Following the close of the RFP response period, Client Core Team and AAC will work together to evaluate and identify up to three Vendors that best meet approved selection criteria as defined in the RFP. AAC will conduct the necessary on-site workshops during the procurement stage to document and present the Core Team's findings to Client's Steering Committee and other stakeholders as required.

Factors considered in scoring and selecting a short-list of Vendors:

- Vendor company viability
- Vendor experience on similar projects
- Functional fit
- Technology fit
- Implementation methodology
- Staffing
- Vendor costs and 5-year total cost of solution/services
- Demonstration of software's ability to meet Client's needs.
- References
- Contract language/exceptions

Sequence of events:

- Conduct proposal evaluation workshops with Core Team to assess and record scores

- Identify sub-set of Vendors to move to next stage (short-list)
- Document and present findings to Steering Committee

4.2.10 Executive Management Presentation

AAC will work with the Steering Committee and Client's Project Director to create an Executive Management Presentation. The Presentation will summarize the activities and present the RFP results with specifics on the criteria and the Core Team's recommended short-list of Vendors.

4.2.11 Demonstration Activities and Reference Checks

AAC, along with the Client Core Team, will develop a demonstration schedule. Internal demonstration participants may include end users and/or executive staff. AAC will schedule and facilitate demonstrations consisting of a half-day Vendor/company overview and a two-day detailed product demonstration. Demonstration scripts will be developed by AAC with the support of the Client. These demonstration meetings will at least include the following:

- Vendor Profile
- Technical Architecture
- Implementation Strategy
- CIS/MDMS Functional Review (demonstration)
- End-User Questions

AAC will then document demonstration results including summarization of scores, providing a written recap of Client users' notes and comments. Demonstration documentation will then be added to the scoring matrix. In addition to guiding demonstrations, AAC will assist the Client in coordinating reference checks for the short-listed Vendors. Client can utilize AAC's reference check template to capture detailed questions and responses. The Client and AAC will develop the best time to conduct the reference checks. AAC will organize and update the scoring matrix to reflect the appropriate reference scores and comments.

4.2.12 Identify Preferred Vendor and Confirmation Activities

Develop Ranking of Vendors from Demonstrations and References

AAC's selection process will provide the necessary documentation and hands-on exposure to select the solution that best fits the needs of Client. AAC will conduct follow-up meetings to review the results of the demonstrations. In addition, AAC and Client will review reference results and document issues. AAC will then conduct the necessary on-site workshops to update the scoring matrix to reflect the most recent procurement activity that will include the following scoring items:

- Requirements Matrix
- Procurement Requirements
- Technical Requirements
- Total Solution Costs
- Vendor Statistics
- Risk
- Support Requirements
- Demonstration Scores
- Demonstration Comments
- References

Preferred Vendor Confirmation

AAC will lead additional workshops with Client to identify the Preferred Vendor. Once the Preferred Vendor is identified, AAC will coordinate and conduct an on-site, three-to-four-day drill down of key requirements needed by Client. This additional three-to-four-day workshop will be conducted with the Preferred Vendor to answer any questions, provide and clarification, and identify and validate the following costs:

- Modifications
- Interfaces
- Conversion
- Implementation
- Process Engineering
- Hardware
- Support
- Third-Party Software
- Travel
- Licensing

This process ensures that the Preferred Vendor has been given the opportunity to make certain they have a complete understanding of Client's requirements in order to provide an updated price based on the most accurate information. As the Preferred Vendor knows the information gathered will be included in the Statement of Work and contract, it helps prevent the Preferred Vendor from saying that they did not have a complete understanding of Client's requirements once the implementation project has started. AAC will conduct the necessary on-site workshops to document the Core Team's findings and participate in or conduct the presentation of the Core Team's results to members of Client management team.

Reference Site Visits

After the Client Core Team has ranked and identified the Preferred Vendor, AAC's objective is to confirm the Preferred Vendor by facilitating a detailed review of the proposed product and obtain an understanding of the proposing Vendor's support structure and client base through site visits. AAC will coordinate and participate in up to three Preferred Vendor production site visits and one Preferred Vendor corporate visit while adhering to Client travel policy. AAC will work with the Preferred Vendor in scheduling the necessary site and corporate visits. AAC and the Client Core Team will develop a site visit schedule that accounts for functional, technical and project management-related interviews. AAC will summarize the Client Core Team's evaluations into the scoring matrix and conduct the necessary on-site workshops to review the team's findings.

Summary of Confirmation Activities

- Schedule drill down / Preferred Vendor preparation
- Conduct three-to-four-day drill down working sessions to include detailed Project discussions (Preferred Vendor only)
- Preferred Vendor provides updated proposal
- AAC will develop total cost to implement & five (5) year operating cost projections
- Facilitate/Participate in reference site visits
- Present Preferred Vendor recommendation

4.2.13 Contract Development and Negotiations

In preparation for contract and Statement of Work negotiations, AAC will lead Client in a negotiation strategies workshop. AAC will assist Client in contract negotiations with the Preferred Vendor. In support of the negotiation process, AAC will support Client in negotiations. AAC will support Client in the development of the NavigateOne Client-focused Statement of Work. AAC does not provide legal advice.

Contract Negotiations

- Negotiation Strategies Workshop
- NavigateOne Statement of Work
- Conduct price and term negotiations
- Contract key issues

5.0 Project Deliverables

5.1 Overview

In some instances, AAC will provide “draft” deliverables. The intent of “draft” deliverables is to ensure that the development of the required deliverables is consistent with Client’s expectations. “Draft” deliverables are not subject to a time limit for review. It is expected that review of “draft” deliverables is not formal in nature; therefore, “draft” reviews will generally be completed in a shorter time frame and are not scheduled in the plan.

AAC will schedule one walk through meeting for key deliverables (as deemed necessary by Client and AAC) prior to the formal submission.

All AAC deliverables will require significant input from the Core Team. For the purpose of this WO, electronic media will be Microsoft Word, Microsoft Excel or other compatible Microsoft Office documents.

5.2 Selection Deliverable Descriptions

Once a final delivery is made for each deliverable listed below, Client will have five (5) business days, or a mutually agreeable timeframe, to review and accept the deliverable. If the deliverable is not accepted, Client will provide description of the deficiencies at a reasonable level of detail to assist AAC in the correction of the deliverable.

The schedule for and order of completion of the following list of deliverables is subject to change based upon the development and acceptance of the project plan as described in Deliverable 3.

Del. #	Deliverable Name	Description & Acceptance Criteria	Approximate Length	AAC Role	Client Role	Anticipated Notification / Deliverable Type
1	iCue for Selection – Client Access and Training	The Client is provided access to the iCue for Selection software. Training of users on iCue for Selection to ensure knowledge transfer and usability of the software.	N/A	Lead	Support	iCue for Selection/ Microsoft PowerPoint
2	Project Charter / Strategy Document	The Project Charter will include descriptions of the major project components, scope, establishment of the steering committee board, identified core team, assumptions, risks, and other information.	25 to 35 pages	Lead	Support	Microsoft Word

3	Project Plan	An approved document used to guide both project execution and control. Identifies milestones and key phases of the project to assist with project planning activities.	2 to 5 pages	Lead	Support	Managed Via iCue for Selection
4	CIS and MDMS Industry Workshop	Workshop by AAC for the Client Core Team and executives. The intent of this workshop is to educate the team regarding the major vendors that provide CIS and MDMS solutions and services. The workshop will provide an overview of selected software vendors and ancillary applications. Up to 8 vendors/SIs will be profiled in this workshop. AAC will provide a summary of the presentation for executive leadership outlining the key differences of the CIS/MDMS vendors being considered.	10 to 20 slides	Lead	Support	Microsoft PowerPoint
5	Client-Specific CIS and MDMS Business Requirements Catalog	Completed review and documentation of the Business Requirements Catalog containing CIS meter to cash and MDMS industry best practice requirements. The requirements are tailored to the business and functional needs of Client. The Business Requirements Catalog will capture and prioritize the Client's current and future requirements.	Determined by Client Requirements Gathering Sessions	Lead	Support	Microsoft Excel
6	Organizational Staffing Assessment	A document that summarizes Client's organizational and staffing needs and readiness to support its future state alternatives.	5 to 10 slides	Lead	Support	Microsoft PowerPoint / Excel
7	Risk Matrix	An iCue for Selection data element that identifies risks for which Client needs to be aware in order to develop mitigation strategies.	1-2 Pages	Lead	Support	iCue for Selection
8	RFP Template Document	RFP template that lists major categories of information that may be included in Client specific RFP. Sections include: business purpose of project, utility history, utility statistics, technical requirements and template vendor/SI required response format.	5 to 10 Pages	Lead	Support	Microsoft Word
9	Scoring Work Sheet	Completed scoring worksheet that reflects Client' scoring criteria and weights for each phase of the Selection Project.	5 to 20 Pages	Lead	Co-Lead	Microsoft Excel

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10	Final RFP Document	Document that is a derivative of Deliverable 8. This document builds on the template information from Deliverable 8 and is updated based Client's data gathering and meetings with AAC. This document will be specific to the Client's specific requirements.	50 to 100 pages	Lead	Co-Lead	Microsoft Word
11	Base Product Demo Scripts	Templates - Document that defines the functionality from Deliverable 5 that will be used to create information to be used to guide CIS vendor/SI through a functional presentation of their software.	15 to 35 pages	Lead	Co-Lead	Microsoft Excel
12	Vendor/SI Discovery Sessions/Pre-bid	AAC will schedule and conduct 2-hour Discovery Sessions with Vendor/SI. If Client elects not to utilize Discovery Sessions, AAC will lead the preparation and delivery of the Pre-bid meeting.	2 Hours Per Vendor	Lead	Co-Lead	Microsoft Word
13	Clarification Document	AAC will issue to all vendors a clarification document(s) prior to the vendor RFP response.	2 to 5 pages	Lead	Co-Lead	Microsoft Word and or Excel
14	All Functional Scores & Project Solution Costs	Documents that summarize and ranks vendor responses from the RFP for both Functional and Cost information.	5 to 10 Pages	Support	Lead	Microsoft Excel
15	Selection of Vendor/SI Finalists based on Scores	Rankings for selection of the Vendor/SI finalists. (Short list – up to 3 vendor/SI).	1 to 2 Pages	Lead	Co-Lead	Microsoft Word
16	Steering Committee Presentation	AAC will prepare an executive level PowerPoint presentation that summarizes the selection decision for the Client's Steering Committee. AAC will conduct this presentation or support the Client with the presentation, based on the Client's preference.	15-25 Slides	Co-Lead	Co-Lead	Microsoft PowerPoint
17	Executive Management Presentation	AAC will prepare an executive level presentation that summarizes the selection decision for the Client's Executive Management. AAC will conduct this presentation or support the Client with the presentation, based on the Client's preference.	15-25 Slides	Co-Lead	Co-Lead	Microsoft PowerPoint
18	Client-Specific Product Demo Scripts	AAC and the Client will work together to create the appropriate level of detail for data and various business rules to be included in these scripts using the templates as a starting point from Deliverable 11. The Client and AAC will also	15 to 35 Pages	Lead	Co-Lead	Microsoft Word/Excel

		mutually determine which components of the Business Requirements Catalog will be included based on the Client's level of importance. These scripts will only use portions of Deliverable 5 in order to accommodate the time allocated for software presentations. In addition to these scripts, AAC will provide a suggested agenda for the vendor meetings.				
19	Demonstration Agenda and Schedules	Document that outlines the schedule for demonstrations for each vendor. The document will also outline the major topics to be presented by the vendor/SI based on the Client's requirements.	2 to 10 Pages	Lead	Co-Lead	Microsoft Word/Excel
20	Completion of the Vendor/SI Demonstrations	The short-listed vendors that participated in the demonstrations have completed their presentations.	N/A	Lead	Co-Lead	N/A
21	Reference Checks	Client has completed all reference checks, AAC has summarized results.	5 to 20 Pages	Co-Lead	Lead	Microsoft Word and or Excel
22	Summarization Score Ranking of Vendor/SI Based on Completed Demonstrations and All Information	Documents that summarize and rank vendor/SI for the demonstrations. All scoring criteria is computed, and the vendor/SI finalist is identified.	Based on Number of Scoring Criteria	Lead	Co-Lead	Microsoft Word/Excel
23	Selection of Preferred Vendor/SI	Meeting conducted to review score/ ranks and review the final selection. AAC will provide a document to summarize the meeting minutes.	Based on the spirit of the meeting	Co-Lead	Co-Lead	Microsoft Word/Excel
24	Negotiation Strategies Workshop	In preparation of contract negotiations, AAC will conduct a presentation to Client outlining contract negotiation strategies and will inform Client of expected vendor positions.	15-25 Slides	Lead	Support	Microsoft Powerpoint
25	Preferred Vendor/SI Confirmation	Three to four day in depth review of Preferred Vendor/SI's proposed solution with the intent to confirm completeness of solution as related to RFP requirements. Product demonstration and implementation methodology review.	Three to Four Day Meetings	Lead	Co-lead	N/A
26	Solution Cost Summary	Document that outlines the Preferred Vendor cost summary and evaluates for completeness. This document is	Based on the Number of Scoring Criteria	Lead	Support	Microsoft Word & Excel

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		used as a component of the Preferred Vendor negotiations and for governing body approval. This document is delivered prior to the start of vendor negotiations.				
27	Site Visits Completed	AAC will assist the Client to schedule and conduct up to two on-site customer reference visits for Preferred Vendor. Additionally, the Client may choose to visit the Preferred Vendor headquarters.	Three to four days	Co-Lead	Co-Lead	N/A
28	Governing Body Approval Presentation	AAC will prepare an executive level PowerPoint presentation that summarizes the selection decision for the Client's governing body. AAC will conduct this presentation or support the Client with the presentation, based on the Client's preference.	15-25 Slides	Support	Lead	Microsoft PowerPoint
29	Contract Key Issues	AAC will provide a document outlining the major business issues that should be reviewed by Client. Client will be required to have legal counsel evaluate all contracts from a legal perspective, as AAC does not render legal advice.	5 to 10 Page Review of the Preferred Vendors contract documents (including SOW).	Lead	Support	Microsoft Word
30	Statement of Work (SOW)	AAC will support the development of the NavigateOne SOW that reflects Client's specific project information with the Preferred Vendor.	50 to 100 Pages (Not including Appendices)	Lead	Support	Microsoft Word/Excel

Attachment: AAC PSA 11192019 (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)

6.0 Selection Project Payment Milestones

AAC will provide the services agreed to in this Work Order based on the fixed price schedule below. Each milestone payment is based on a listed Deliverable from Section 5.2 of this Work Order. The milestone payments are for cash flow management purposes and not representative of the cost or effort of the deliverable.

Milestone Payment #	Deliverable #	Deliverable Payment	Payment Amount (USD)
1	1	iCue for Selection - Installation and Training	\$28,700
2	2	Project Charter and Strategy Document	\$23,700
3	4	CIS/MDMS Educational Workshop	\$23,700
4	5	Client-specific CIS/MDMS Business Requirements Catalog	\$33,700
5	6	Organizational Staffing Assessment	\$23,700
6	8	RFP Template Document	\$18,700
7	10	Final RFP Document	\$33,700
8	12	Conduct Vendor Discovery Sessions / Pre-Bid Meeting	\$18,700
9	14	All Functional Scores and Project Solution Costs	\$18,700
10	18	Client-specific Product Demonstration Scripts	\$18,700
11	20	Completion of Vendor Demonstrations	\$18,700
12	23	Selection of Preferred Vendor	\$18,700
13	30	NavigateOne™ Statement of Work Development	\$18,600
		Total Fixed-Fee for Services including Travel	\$298,000

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7.0 Acceptance of Services

7.1 The acceptance process set forth in this Section 7 shall apply and govern with respect to all Services provided by AAC hereunder for which AAC requests acceptance. AAC will notify Client with respect to Services as and when requesting acceptance, which Client understands will generally be requested monthly with invoices for Services. If Client accepts the Services, it will return a signed Acceptance Certificate to AAC. Client shall notify AAC in writing within five (5) business days following AAC's notification to Client, if Client believes AAC has not substantially satisfied the applicable requirements of this WO with respect to such Services. To the extent that Client rejects any Services, it shall specify the reasons therefore to a reasonable level of detail and such reasons must be based specifically on AAC's failure to substantially satisfy the applicable requirements of this WO.

7.2 Following a written notification to AAC described above that applicable Services fail to substantially meet the applicable requirements of this WO, then, subject to AAC verifying any such failure, within ten (10) business days, or mutually agreeable time in light of the nature and severity of the deficiency and the sequencing of the Project, AAC shall remedy the identified failure and provide remedied Services which substantially meets the applicable requirements of this WO. Following the delivery by AAC of the remedied Services, then Client shall again have five (5) business days to review the remedied Services and the provisions of this Section 7 shall control the acceptance thereof.

8.0 Dispute Resolution Process

The Dispute Resolution Process shall consist of a three-step approach to resolve disputes related to this Work Order. If a dispute is identified between the parties, the following steps shall be taken:

Step 1 – The initiating party's assigned Project Manager/Director will inform the other party's Project Manager/Director in writing that a dispute exists. The Project Manager and Project Director will work together to resolve the issue. If after five (5) business days, or a mutually agreeable timeframe, the matter has not been resolved, the issue will be escalated to Step 2.

Step 2 – The Project Manager and Project Director will inform their senior managers that a dispute exists. The party that initiated the dispute will clearly document their concern in writing to the other party and outline what their expectations are related to the desired cure for the outstanding issue. The party being requested to cure the problem will have ten (10) business days, or other mutually agreeable timeframe, to resolve the matter. If the matter has not been resolved after this step, the issue will be escalated to Step 3.

Step 3 – The information documented from Step 2 and any other clarifications from Step 2 will be provided via certified mail to the party that is being requested to cure the issue. The party that has initiated the dispute resolution process will allow the other party ten (10) business days, or mutually agreeable timeframe, to resolve the matter. If at the end of this step the matter is not resolved, either party may pursue all other available rights and remedies.

9.0 AAC Resources General

9.1 Client's Right to Request Personnel Replacement

If Client experiences difficulties, concerns or other legitimate objections with AAC assigned personnel, Client shall discuss any concerns with the designated AAC Principal. Client will allow AAC to attempt to resolve any issues or concerns with the resource in question, to Client's satisfaction. Failing to resolve the issues or concerns within a thirty-day period of time, Client may request and AAC will remove the assigned consultant and replace the resource with another qualified consultant. Both parties will work together to minimize any negative impact to the project due to a resource replacement.

10.0 Charges and Payment

This section of the Work Order describes the charges and payments for travel expenses related to the scope of services covered by this Work Order.

10.1 Travel Expenses

Travel expenses are included in the fixed-fee of \$298,000 based on the milestone payments as outlined in Section 6.0. The fixed-fee travel includes up to 22 consultant trips. A consultant trip is defined as an individual consultant traveling to support Client with the completion of this Work Order. If after 22 Consultant trips Client requests on-site support or support that requires travel, the travel costs will be billed as incurred and only with Client's permission.

END OF WO CONTENT

Signature Page

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

City of Moreno Valley

AAC Utility Partners, LLC.

Signature:

Signature:

Name (Printed):

Name (Printed):

Title:

Title:

Date:

Date:

Attachment: AAC PSA 11192019 (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)

Appendix 1



Acceptance Certificate

Description of Services	[Insert Service descriptions as applicable]
Work Period	[Insert the period of time the work was done]

AAC has achieved and/or completed the above Project Services during the above stated time period.

Client has reviewed the Services and has confirmed that the Services have been achieved and/or completed in accordance with the Agreement by and between AAC Utility Partners, LLC (“**AAC**”) and City of Moreno Valley (“**Client**”), dated [insert date of Agreement], and the related Work Order #__ by and between AAC and Client dated [insert date of applicable Work Order]. Thus, Client accepts the Services.

City of Moreno Valley

AAC Utility Partners, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: AAC PSA 11192019 (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)

EXHIBIT B**CITY RESPONSIBILITIES**

1. Furnish the Contractor all data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, utility billing and meter data management information and needs.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.
4. The City shall have such further responsibilities as are set forth in a Statement of Work.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
2. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on the approval of a submitted deliverable or deliverables associated with a milestone payment in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the [Electric Utility](#) Division at

tanyad@moval.org with a copy to jeannetteo@moval.org or calls directed to (951) 413-3500.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
5. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
6. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City or set forth in the applicable Statement of Work.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



REQUEST FOR PROPOSALS

Attachment: City of Tallahassee RFP (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)

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<u>SECTION</u>	<u>DESCRIPTION</u>
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1.2	Personnel to Contact of this Solicitation
1.3	Submittal Response Requirements
1.4	Minority Business Enterprise Participation
1.5	Local Vendor Affidavit
1.6	Contract Award
1.7	Right of Rejection
1.8	General Terms and Conditions
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1.10	Selection Process
1.11	Confidentiality
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1.14	Indemnification
1.15	Certification of Drug-Free Workplace
1.16	Cost Incurred by Contractors
1.17	Modification/Withdrawal of Submittals
1.18	Review and Approval of Contract Staff
1.19	E-Verify
1.20	Conflict of Interest
1.21	Availability of Funds
1.22	Severability
1.23	Remedies
1.24	Enforcement Costs
1.25	Purchases by Other Public Agencies

SECTION 1.0 NOTICES / INSTRUCTIONS TO RESPONDENTS

1.1 INTRODUCTION

- a. The City of Tallahassee, Florida ("City") invites prospective Respondents to submit proposals to provide the items or services specified in this solicitation.
- b. "Proposal", as used in this solicitation, means an offer submitted by a prospective Respondent in response to this solicitation that, if accepted by the City, would bind the Respondent to perform the resulting contract.

1.2 PERSONNEL TO CONTACT ON THIS SOLICITATION

1.2.1 EXPLANATIONS/INTERPRETATIONS

Any questions related to this solicitation, must be received in writing by the City by the date and time specified in the schedule of events, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

The specific Agent / Solicitation Contact information for this solicitation is provided in BidSync. Oral explanations or instructions will not be binding. Any information given to a Respondent, which, in the opinion of the Procurement Services Office, affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all other Respondents as an addendum to the solicitation.

1.2.2 SPECIAL ACCOMMODATIONS FOR MEETINGS

Persons with disabilities requiring reasonable accommodations to attend any scheduled meetings please contact the Purchasing Agent at least forty-eight (48) hours in advance, excluding Saturday, Sunday, and City observed holidays.

For speech and hearing impaired: FRS TDD at 711

1.3 SUBMITTAL RESPONSE REQUIREMENTS

The City of Tallahassee uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Respondents inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

1. Login to <https://www.bidsync.com>
2. Locate the solicitation to which you are responding:

- Click the "Search" tab on the top left of the page;
 - Enter keyword for solicitation number and click "Search"
3. Click on the "Solicitation title/description" to open the solicitation Information Page;
 4. "View and Accept" documents in the documents section and complete all as required;
 5. Select "Place Offer" found at the bottom of the page;
 6. On the Line Item tab, enter pricing, notes and attachments as specified in the statement of work;
 7. Click "Submit" at the bottom of the page;
 8. Review offer; and
 9. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

1.3.1 **BIDSYNC LINE ITEM 1 – COST/FEE PROPOSAL**

The fee shall include all travel, equipment, and any other related expenses. Respondents shall submit their Fee Proposal based on proposal instructions.

1.3.2 **BIDSYNC LINE ITEM 2 – TECHNICAL PROPOSAL**

Technical Proposal shall be uploaded as Line Item 2. The response to this RFP should include all information required. Please note that the proposal should address the requirements listed in a clear and concise manner in the order stated. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.

The submitted proposal must follow the rules and format described in the Statement of Work. Adherence to these rules will ensure a fair and objective analysis of all proposals. Unnecessarily lengthy documents are discouraged. Proposers shall clearly label each section.

The City reserves the right to seek additional/supplemental representation on specific issues as needed.

1.4 **MINORITY BUSINESS PARTICIPATION**

MBE participation shall be a selection criterion in the RFP evaluation /scoring process.

Vendor must complete bid the Local Vendor Affidavit Form within BidSync.

1.4.1 It is the goal of this Project to have a minimum 12.5% MBE participation. The Respondent shall include an MBE Participation Plan within the RFP response. Key elements of the plan will include:

- 1.4.1.1 An explanation / narrative of how the goal of 12.5% MBE participation shall be met for this contract.

1.4.1.2 List of the locally certified MBE firms that will be utilized on this contract including the services they are to provide.

1.4.1.3 The methodology for monitoring the MBE participation on a continuing basis.

1.4.1.4 If no suitable MBE participation can be found, the Respondent must demonstrate a Good Faith Effort was made to identify a suitable MBE and will need to be included in the RFP Response.

1.4.2 Good Faith

Failure to submit the MBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MBE portion of the proposal specifications. If MBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.

The MBE Utilization Form must be uploaded for each MBE firm proposed, as supporting documentation to the MBE Certification. NOTE: When submitting the MBE Utilization Form, **ensure** all proposed MBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. An MBE vendor will not be considered in the MBE goal of 12.5% if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.

1.4.3 An MBE directories are available on the OEV's website at:

<http://oeforbusiness.org/programs/minority-women-smallbusiness-enterprise>

Should you have any MWBE related questions, including Good Faith Efforts criteria, please contact LaTanya Raffington of the OEV's MWSBE Division at 850-300-7566.

1.5 LOCAL PREFERENCE

a. Local vendors/businesses may qualify for 5 Points, dependent on the aggregate amount of the quote. To qualify, the primary vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the schedule bid/proposal due date. Vendor must complete bid the Local Vendor Affidavit Form within BidSync.

b. Preferences shall not apply to bids for purchases or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

NOTE: Although the City has the and the MBE Preference (Section 1.4) and Local Preference (Section 1.5), a prime Bidder may not receive both preferences for award consideration. The prime Bidder will receive the higher of the two preferences. For example, if a Bidder meets the maximum 10% for MBE Preference and also meets the 5% for Local Business Preference, award will be made on the MBE Preference.

1.6 CONTRACT AWARD

- 1.6.1 The City reserves the right to incorporate the successful firm's SOQ into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- 1.6.2 The selected firm will be required to assume responsibility for all services offered in the SOQ. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- 1.6.3 A copy of the recommended ranking will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may also obtain a copy of the final ranking from BidSync at: <http://www.bidsync.com>

1.7 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any SOQ, to reject any or all SOQs in whole or in part, with or without cause, and/or to accept the SOQ that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

1.8 GENERAL TERMS AND CONDITIONS

1.8.1 EQUAL OPPORTUNITY AGREEMENT

1.8.1.1. In connection with work performed under a City of Tallahassee contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

1.8.1.2 By submitting a SOQ, the respondent agrees to --

- a. Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- b. Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

1.8.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

1.8.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2) (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.8.3 ISSUANCE OF ADDENDA

- 1.8.3.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.8.3.2 Respondent shall accept the Addendum in BidSync.

1.8.3.3 Only when directed in solicitation shall Respondent acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;

1.8.3.4 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of SOQs.

1.8.4 PAYMENT

1.8.4.1 Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Local Government Prompt Payment Act. For more information, please refer to Florida Statute 218.70.

1.8.4.2 Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

1.8.5 INSURANCE REQUIREMENTS

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's SOQ.

1.8.5.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its SOQ whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers'

Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

1.8.5.2 Other Insurance Provisions

1.8.5.2.1 Commercial General Liability and Automobile Liability Coverage

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.8.5.2.2 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

1.8.5.2.3 All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage, which is

required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

1.8.5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

1.8.5.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

1.8.5.2.6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

1.8.5.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

1.8.5.3 LIQUIDATED DAMAGES

(a) If the Contractor fails to provide the deliverables, reports, or perform the services within the time specified in this contract, or any extension, the Contractor shall pay to the City as fixed, agreed, and liquidated damages, the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1500.00 per month; and/or in the event the City is penalized monetarily by federal, state, or local entities as a result of Contractor delay, error, and/or other poor-performance issues, the Contractor may be required to reimburse the City the full amount of the penalty assessed.

(b) Alternatively, if delivery or performance is so delayed, the City may terminate this contract in whole or in part under the Termination clause in this contract and in that event, the Contractor may be liable for 1) reimbursement to the City for costs spent to procure services from another vendor, or 2) for a fixed, agreed, and liquidated damages accruing until the time the City may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

1.8.5.4 FINANCIAL CONSEQUENCES OF NON-PERFORMANCE

The City may apply financial consequences if the Contractor fails to perform in accordance with the Contract.

If the Contractor fails to remedy the performance deficiencies, the Contractor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project, or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

1.9 GRIEVANCE PROCEDURES

- (a) **Right to Protest.** Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i **Protest of Specifications or Proceedings Prior to Bid Opening**

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii **Protest of Recommended Award**

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

- (b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) after release of solicitation. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day.

Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.
- (d) **Final Decision.** The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.
- (e) **Stay of Procurement During Bid Protest**
In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

1.10 **SELECTION PROCESS**

1.10.1 The Selection Committee will review and score all SOQs received (by the due date), and determine the shortlisted firms (firms with the highest scores) using the selection criteria established for this project.

1.10.2 The Selection Committee will receive presentations and may conduct interviews of the shortlisted firms and will establish ratings for each firm in accordance with the scoring criteria established for this project.

1.10.3 The Selection Committee will recommend the order of ranking for City Commission approval.

1.10.4 The contract for this project will be negotiated with the shortlisted firm ranked highest. If unsuccessful, we reserve the right to negotiate with the 2nd highest firm and so on until successful, as approved by City Commission.

1.11 **CONFIDENTIALITY**

1.11.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further

acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to the City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. Note, the City does not consider cost proposals to be proprietary and this information will be made public. Cost proposals marked as proprietary or confidential will not be evaluated and zero points will be given.

- 1.11.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

1.12 **PROHIBITED COMMUNICATIONS**

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any City Commissioner or Commissioners staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

1.13 TERMINATION

- a. If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

1.14 INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

1.15 CERTIFICATION OF DRUG-FREE WORKPLACE FORM

Respondents shall submit one (1) accurately completed Certification of Drug-Free Workplace Form with their Response certifying the Respondent has a drug-free workplace program. This document must be submitted with the Respondent's

Response. Failure to comply with this requirement may result in disqualification of Response.

1.26 **COSTS INCURRED BY CONTRACTORS**

The City will NOT be responsible for any costs incurred by any contractor at any time before the issuance of an executed contract.

1.17 **MODIFICATION/WITHDRAWAL OF SUBMITTALS**

1.17.1 Modifications to qualification documents will NOT be allowed after the date and time scheduled for receipt of qualifications. However, complete exchange of qualifications is acceptable, if accomplished before the date and time scheduled for receipt of qualifications.

1.17.2 A contractor may completely withdraw its submittal up to the time of contract award. The contractor must request the withdrawal in writing, signed by the contractor's authorized representative. The submittal withdrawal will not prejudice the right of the contractor to participate on other current or future City solicitations.

1.18 **REVIEW AND APPROVAL OF CONTRACT STAFF**

The City reserves the right to review for approval or denial the proposed key personnel and/or teams for their qualifications, experience, expertise prior to any job and may, at its discretion, accept or reject proposed staff for a specific task. The City also reserves the right the ability to request specific teams or individuals for specific tasks.

1.19 **E-VERIFY**

The Team shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Team during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Team to perform work pursuant to the contract with the Department.

1.20 **CONFLICT OF INTEREST**

The proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The proposer further represents that no person having any interest shall be employed for said performance.

The proposer shall promptly notify the City of Tallahassee Procurement Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the proposer's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the proposer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the proposer.

The City agrees to notify the proposer of its opinion by certified mail within thirty (30) days of receipt of the notification by the proposer. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the proposer, the City shall so state in the notification and the proposer shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the proposer under the terms of this Contract.

1.21 AVAILABILITY OF FUNDS

The City's projects performed under this Contract are contingent upon an annual appropriation for its purpose by the Board, or other specified funding source for this procurement.

1.22 SEVERABILITY

If any term or provision of this RFP and subsequent contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP and subsequent Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this RFP and subsequent Contract shall be deemed valid and enforceable to the extent permitted by law.

1.23 REMEDIES

This RFP and subsequent Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFP and subsequent contract shall be the Circuit Court in and for Leon County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

1.24 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this RFP and subsequent Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this RFP and subsequent Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

1.25 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful consultants, purchases/task assignments may be made under resultant contracts by other governmental agencies or

political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of these items independently.

1.26 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, FL 32301

SECTION 2.0 SCHEDULE OF EVENTS

See Schedule of Events attachment that is part of the solicitation package

SECTION 3.0 SCOPE OF SERVICES/PROJECT DESCRIPTION

See Scope of Services attachment that is part of the solicitation package

SECTION 2 SCHEDULE AND EVALUATION

2.1 SCHEDULE OF EVENTS

The proposed timeline for this solicitation is as follows. Dates and times are subject to change.

EVENT	DATE / TIME*
Release of the Bid	February 6, 2019
Non-Mandatory Pre-Bid Meeting	February 12, 2018 @ 1:00 PM
Deadline for Questions / Clarifications	February 15, 2019 @ 4:30 PM
Answers to Questions received – responded by the City as an Addendum if needed on or about:	March 1, 2019
Responses Due Date / Time (Deadline)	March 28, 2019 4:30 PM
Scoring Meeting	TBD
Optional Oral Presentations / Interviews	TBD
Scoring Meeting	TBD
*Anticipated Approval / Commission Approval	TBD

* Specific dates/times will be determined at each phase.

2.2 PROPOSAL RESPONSE REQUIREMENTS

- 2.2.1 A response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements listed below in a clear and concise manner in the order stated herein. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.
- 2.2.2 The submitted proposal must follow the rules and format outlined within this section. Adherence to these rules will ensure a fair and objective analysis of all proposals. **Unnecessarily lengthy documents are discouraged.**
- 2.2.3 Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.
- 2.2.4 The City reserves the right to seek additional/supplemental representation on specific issues as needed.
- 2.2.5 Proposers shall construct their proposal in the following format and a tab must separate each section. **Do not submit** the COST/FEE PROPOSAL and the TECHNICAL PROPOSAL together. These technical documents will be uploaded in BidSync separately.
- 2.2.6 Proposers shall construct their proposal in the following format and a tab must separate each section.
- 2.2.7 All responses shall be submitted and received in BidSync by the deadline time and date specified in the Schedule of Events.

- 2.2.8 The responsibility for submitting the proposal into BidSync on or before the above stated time and date is solely that of the Respondent. The City of Tallahassee will in no way be responsible for delays in transmittal or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Please allow sufficient time to input responses into BidSync.
- 2.2.9 Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.
- 2.2.10 The City shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.
- 2.2.11 Firms responding to this RFP must be available for in-person presentations/interviews, in the event the Selection Committee requests presentations by shortlisted firms.

2.3 COST / FEE PROPOSAL (BIDSYNC LINE ITEM 1)

Respondents shall enter the Total Cost for the project and upload their price schedule per position in **Line Item 1**. Respondents shall also upload any additional supporting price documentation in **Line Item 1 only**.

2.4 TECHNICAL PROPOSAL (BIDSYNC LINE ITEM 2)

Respondents shall upload their Technical Proposal in **Line Item 2** with each "Tab" clearly identified as described in this section.

2.4.1 TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION (two page limit)

Present in brief, concise terms, a summary level description of the contents of the RFP and of your company and its capabilities. The signer of the RFP must declare that the RFP is in all respects fair and in good faith without collusion or fraud, and that the signer of the RFP has the authority to bind the principal proposer. At a minimum the following information will be included:

- a. Name of Firm
- b. Mailing Address of Firm
- c. Physical Address of Firm
- d. Name of Contact Person
- e. Phone Number
- f. Fax Number
- g. Cell Phone Number
- h. E-mail Address
- i. Business Structure
- j. If a joint venture or prime/subcontractor arrangement of two firms, indicate how the work will be distributed between the partners.
- k. Number of Years Firm in Business
- l. Proof of Liability Insurance
- m. Total Number of Staff- Management: ___ Clerical: ___ Field: ___
- n. Describe and Explain any Litigation, Major Disputes, Contract Defaults, and Liens in the Last Ten Years.

2.4.2 TAB 2 – REFERENCES

References - List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, email address and brief description of project. (Attachment A)

2.4.3 TAB 3 – MANAGEMENT PLAN AND UNDERSTANDING THE SPECIFICATIONS (eight page limit)

The respondent shall clearly demonstrate their understanding of the requirements and needs of the RFP with comprehension of technical aspects related to the RFP, and their ability to interpret and communicate project's scope. Include a brief discussion of the respondent's management capacity and system for coordinating the work.

- a. The respondent shall present their approach to servicing the City of Tallahassee and the methods to be used to carry out their responsibilities.
- b. Each proposal must include a work plan that addresses approach and method of how work will be performed. The objective of the work plan is to demonstrate the respondent's experience, the expertise of its personnel who will render the requested services, and the respondent's ability to logically plan and complete a project. The work plan shall include details of methodology, expected sequence of tasks, subtasks and important milestones.

2.4.4 TAB 4 – APPROACH & METHOD/WORK PLAN (six page limit)

A staffing plan that clearly illustrates the principal elements of the organizational structure proposed to furnish those services described in Section 3.0 Scope of Services/Project Description that are to be provided by the firm. Project management and technical personnel within each discipline shall be identified. Other items to be included in the discussion of the staffing plan are:

- a. Availability of personnel and equipment to perform the work.
- b. A description of the responsibilities of proposed available personnel and their interrelationships. This should clearly show supervisory relationships, functional areas of work provided by position, and the physical location of the individuals; i.e. office and city.
- c. For firms having more than one office, the location of the office to be assigned primary responsibility for the work. If certain elements of the work will be done at different locations, a listing of each location and of the staff and work to be performed at each location.
- d. Identification of any functional type of work proposed to be performed by sub-consultant firms. For each such work element, identification of each sub-consultant and location of the responsible office. (Listing more than one sub-consultant firm for each work element is encouraged. Previous experience has shown this facilitates more competitive pricing when developing project specific cost proposals under this master contract.)

2.4.5 TAB 5 – QUALIFICATIONS & EXPERIENCE - (six page limit)

- a. Respondents and respondent's team must demonstrate previous project references of at least five equivalent projects within the last five years. Project references should include projects within the scope of services in this RFP, and should emphasize both the experience and capability of the particular personnel who will actually perform the work. Demonstrate experience with at least one project within this region. Also include information regarding the firm's capabilities and background.

- b. List all sub-consultants to be utilized and their experience with the scope of services in the RFP.

Respondents must demonstrate an impressive track record in their dealings with private and public owners or prime consultants on similar past projects, and descriptions of prior work accomplishments.

2.4.6 TAB 6 – RESUMES (fifteen page limit)

Only include resumes of personnel to be employed to actually perform the work. Each resume should provide the following as a minimum (multiple page resumes are acceptable with a three page maximum per resume):

1. Name and Title.
2. Position within the organizational structure
3. Office where primarily located.
4. Years of experience with current firm and other firms.
5. Education and year of each degree obtained.
6. Relevant Certifications

Area of practice specialization, if any, and relevant work experience and project history evidencing specialization TAB 6 Resumes.

2.4.7 TAB 7 - CITY OF TALLAHASSEE DOCUMENTS

Attachment A

2.5 EVALUATION OF RESPONSES

All responses shall be evaluated based on the requirements and criteria set forth in the RFQ document. Once Proposals are received by the designated deadline date and time, the evaluation process begins.

2.5.1 Evaluation Criteria of Request for Proposals

The City shall evaluate responsive Technical proposals and score them using the following criteria. The City anticipates awarding the Contract to the responsible and responsive Respondent determined to provide the best value to the City.

2.5.1.1 Technical Score: Evaluators will independently review each Respondent's technical proposal and award points using the established evaluation criteria above, with scoring based on a zero (0) to ten (10) point scale, as identified below. For each criterion, the sum of the Evaluator's scores will be multiplied by the designated factor for a total score; then divided by the number of evaluators to provide the overall average Technical Point Score for each criteria. The sum of average points results in the total technical score for each Respondent respectively.

2.5.1.1 Scoring Criteria Table

CRITERIA	EVALUATOR MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL			
References	10	3	30
Management Plan/ Understanding the Specifications	10	4	40
Approach and Method / Work Plan	10	6	60
Oral Presentation / DEMO	10	4	40
Minority/Women Business Enterprise Plan and Certification	10	1	10
Local Business	5	1	5
COST/FEE PROPOSAL			
Cost/Fee Proposal	10	6.5	65
Total Maximum Points Allowed			250

2.5.1.2 Technical Scoring Scale Table

Score	Basic Description	Full Description
0 - 1	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFQ requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
2 - 3	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .
4 - 5	Below Average / Meets Some Expectations	The proposal meets some of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
6 - 7	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
8 - 9	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element, may exceed some areas; respondent's information for this element of the evaluation criteria is above average .
10	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is excellent .

2.6.1 Cost/Price Response Score: The Price analysis is conducted by the Procurement Office through the comparison of Price Responses submitted. The maximum points will be awarded to the lowest responsive Price Response. Responses with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Response to the higher Price Response.

Respondents shall enter a per hourly rate for Partners, Associates, law clerks, and paralegals in the BidSync Cost – line items.

The criteria for price evaluation shall be based upon the following formula:

$$(\text{Low Price/Respondent's Price}) \times \text{Price Points} = \text{Respondent's Awarded Cost/Price Points}$$

Scoring Example:

The evaluation committee will score all other technical categories for all Respondents; price proposals will be evaluated separately by Purchasing. This category will be worth a total of 10 points to the lowest cost provider with others receiving points based on how their proposal compares against the low cost provider. The Cost category will be scored as follows:

The maximum number of Cost proposal points will be given to the respondent submitting the lowest responsive cost proposal using the sum of all requested fees. All other respondents will receive points in this category weighted relative to how their cost fares against the low cost proposal. The following example illustrates the method utilized to proportionally award the cost proposal points. For this example, assume the maximum number of cost points is 10:

<u>Cost Proposal</u>	<u>Respondent</u>	<u>Points</u>	<u>Calculation</u>
\$100,000	Respondent 1 (Lowest Cost)	10.0	Receives Total Points
\$125,000	Respondent 2	8.0	$(\frac{100,000}{125,000}) \times 10$
\$150,000	Respondent 3	6.67	$(\frac{100,000}{150,000}) \times 10$

2.6.2 Overall Score and Ranking: The sum of the Respondent's Technical point equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

As part of the evaluation process the City reserves the right to shortlist two or more Respondents with the highest ranking proposal scores. The City may also request oral presentations, interviews, and/or conduct site visits during the solicitation and contracting process.

SECTION 3 SCOPE OF WORK / SPECIFICATIONS

The City of Tallahassee ("City") plans to replace its existing Utility Billing and Meter Data Management Systems. These systems must be replaced by September 30, 2022. In order to facilitate the replacement of these systems the City is seeking proposals for project management and onsite staffing from a qualified independent, vendor agnostic, information technology solution provider.

The City is seeking proposals broken out by the two major phases of the project. The first phase ("Phase 1") is to gather requirements, write a Request for Proposal (RFP), and assist in selection of the replacement products. The second phase ("Phase two") is to provide project management services and staffing for the Utility Billing and Meter Data Management (MDM) System Replacements.

The City is seeking independent vendors with no exclusive partnerships and agnostic with regards to any utility billing application currently on the market.

3.1.1 History/Background

The City of Tallahassee is a full-service city providing citizens with a full complement of municipal services. The City owns and operates five utilities; electric, natural gas, water, sewer and solid waste. The electric transmission and distribution system services approximately 119,000 customers; natural gas distribution system services 31,000 customers; and a water production and distribution system serving 84,000 metered water customers. (For further information please refer to the comprehensive annual financial statements, <https://www.talgov.com/transparency/annualrpts.aspx>)The City also manages other programs and services, such as fire service fees, storm water assessments, energy rebates and several types of loans. Additional enterprise activities owned and operated by the City include the Tallahassee International Airport and a public transit system.

In 2002, the City went live with PeopleSoft CIS, a high-volume customer revenue management solution designed for complex, service-oriented organizations. PeopleSoft CIS is used to manage the customer information and billing for the wide array of services and programs that the City offers, involving several complex rate structures. Currently the City produces approximately 1.35 million bills annually. Since its implementation utility regulations, business requirements, policies and practices have evolved necessitating various system modifications that has impacted the underlying data. In addition, no data archiving or purging has been performed.

The City rolled-out its smart metering system in 2009, which is comprised of the Honeywell (previously Elster) AMI system and the Aclara MDMS system. The AMI system, which will not be replaced under this scope, provides the electronic reads used for metered billing, as well as daily and interval reads used for various analyses. The MDMS system acts as the repository for the AMI data, generates the billing reads used by CIS and provides meter readings to the Aclara Customer Engagement (CE) portal, through web service calls.

A separate presentment layer for residential and business customers was implemented along with the MDMS, which relies on data from MDMS and CIS, contains customer self-service features, provides information about the home's utility usage, unbilled estimation, bill presentment, bill and payment history, bill analysis and rate comparisons. In addition, this portal provides energy efficiency analysis recommendations and provides a method for making online payments. These functions must be available to the customers after implementation of the new system.

3.2 **SCOPE OF WORK / SPECIFICATIONS**

Vendor must provide an onsite Project Manager, responsible for both project management and project oversight, for the duration of the effort which will include the both phases and the concurrent implementation of the replacement systems.

3.2.1 **Phase 1 – Develop requirements and issue RFP**

- Develop full requirements for CIS and MDMS System replacements.
- Write RFP for technical solutions and implementation of the full systems replacement.
- Assist City staff in evaluation of RFP responses and selection of preferred vendor.

3.2.2 **Phase 2 – Manage vendor contract and implementation of replacement systems**

Upon Vendor selection:

- Assist City resources in contract negotiation for the product(s) and implementation.
- Oversee product implementation and Integrations.
- Oversee product testing and cut-over.
- Provide post go-live support

3.2.3 **Period of Performance**

The City has a firm commitment to have the new CIS application in production by November 2022. This project shall be completed prior to Sep 30th 2022. to insure application stability.

3.2.4 **Place of Performance**

Place of performance will be at the City of Tallahassee's Technology and Innovation Office located at 400 E Van Buren St. where full time resources shall be present on-site.

3.2.5 **Work Requirements**

Project Management Services

Provide Project Management services and oversight for both phases of the project. The PM activities will, as closely as possible, follow the most recent PMBOC Guide for Project Management. A project plan for each phase will be developed to include but not limited to:

1. Project Initiation. Vendor will work with the City to define goals and objectives of the project and set achievable metrics that can be tracked to measure project success.
 - a. Facilitate Project Kick-off with Stakeholders
 - b. Development of a Project Charter
 - c. Communication Plan

2. Project Planning. Vendor will work with the City to gather, document, and confirm the functional, technical, and infrastructure requirements for the project.
 - a. Define the detailed PM tasks required for Procurement through Implementation
 - b. Development and Maintenance of a detailed Project Plan for the procurement
 - c. RFP process including but not limited to:
 - d. Project Plan Management
 - e. Communication
 - i. Executive Steering Committee
 - ii. Project Status Reports
 - iii. Dashboard
 - f. Risk Management
 - g. Issues Management
 - h. Change Management
 - i. Organizational Change Management
3. Project Closure
 - a. Lessons Learned
4. Work in concert with the City to insure the selected product is implemented per the selected proposal and requirements are met within the specified scheduled parameters.

3.2.6 Equipment to be Provided

The City will provide standard workspaces, equipment and conference rooms.

3.2.8 Documentation of the quality of the work

Deliverables:

Phase 1

The following are representative of the major deliverables anticipated for the Procurement Phase (working with the Procurement Department using standard City templates and purchasing attachments where feasible):

1. Discovery
2. Requirements Definition/Validation
3. Request for Proposal (RFP)
 - a. Develop Statement of Work (SOW)
 - b. Define Functional Requirements
 - c. Define Technical Requirements
 - d. Define Required Exhibits
 - i. Service Requirements – Service Requirements Compliance Matrix
 - ii. Functional Requirements – Functional Requirements Compliance Matrix
 - iii. Technical Requirements – Technical Requirements Compliance Matrix
 - iv. Implementation Approach
 - v. Project Plan
 - vi. Detail Cost – Itemized Cost Proposal (with Procurement)
 - vii. Award RFP
4. Contract Negotiations

In order to meet the above Deliverables, the City is prepared to provide process maps for major processes from the Billing, Back-office, Customer Service, Field Services and

Revenue areas. These process maps will be current and represent the process as it is followed by the City on date. An example of the process map template being used for this is attached to the appendix.

Phase 2

The following are representative of the major deliverables anticipated for Phase 2, (Implementation Phase) and should be included in the Phase 2 project plan:

1. Oversee product implementation and Integrations including but not limited to:
 - a. System Design
 - b. Infrastructure Design
 - c. Development/Configuration
 - d. Data Conversion
 - e. System Integration/Interfaces
 - i. Legacy Applications
 - ii. External Applications
 - f. Validation and Testing
 - i. Unit Testing
 - ii. E2E Testing
 - iii. System Integration Testing
 - iv. User Acceptance Testing
 - g. Training
 - h. Deployment/Go-Live
 - i. Post Go-Live Support

3.3 PRE-QUALIFICATION OF BIDDERS

3.3.1 Vendors shall have a minimum of 3 years of experience working with mid to large scale Utilities or municipal Utilities implementing Utility Customer Billing and/or Meter Data Management Systems in that space. 3.3.2 Vendor must provide a performance bond in the amount of \$1,000,000.00 or 10% of the contract, whichever is greater.

3.4 CONTRACTOR RESPONSIBILITIES

3.4.1 Provide a local dedicated account manager at time of contract award that is readily available to administer the City contract on a day-to-day basis.

3.4.2 Have the facilities, capabilities, equipment and support staff to maintain regular and consistent services for the term of the contract.

3.4.3 Provide the contact information of service technician(s) or representative(s) who are experienced and qualified to provide services for any resulting account.

3.4.4 Employ proven methods transport, handling, applying, installing, etc. shall be in strict accordance with the manufacturer's label instructions.

3.4.5 If applicable, set up a service schedule that is designed to suit the City's requirements by each area.

3.4.6 Must have departmental authorization before beginning service work and obtain proper signature from designated authorized city representative upon completion of services.

3.4.7 Notify City-Authorized User Department Representative of any hazardous conditions and/or damage to City property.

3.5 **CONTRACTOR PERSONNEL REQUIREMENTS**

The City reserves the right to review contractor personnel resumes and interview any personnel before they are deployed to the project. Additionally, the City may notify the Vendor of personnel issues and terminate the work authorization of Vendor personnel which are deemed as not meeting the City's standards on work or ethics

3.6 **CONTRACTOR CONSTRAINTS**

3.6.1 All contractor personnel must be willing to submit to City of Tallahassee background checks.

3.6.2 Applying vendors should not be engaged in exclusive partnerships with any of the product vendors for Utility Billing and Meter Data Management Providers.

3.7 **SUPERVISION**

The vendor's personnel will work under the supervision of a City Senior Manager from the Technology and Innovation Department.

3.8 **REQUIREMENT FOR SITE ACCESS**

Badged access to City work locations will be provided to the vendor's personnel. Parking shall be the responsibility of the vendor.

3.9 **PRODUCT /SERVICE STANDARDS**

Vendor will be responsible for providing skilled and appropriately certified Project Management and Subject Matter Expert staffing as required.

3.10 **REPORTING REQUIREMENTS AND PROCEDURES**

Contractor shall provide a spend report of all City purchases at least once per contract year, or as requested from the designated department representative or Procurement Services.

The report shall identify higher-level detail of the types of items purchased and/or services provided by month, location, and dollar amount. If the Contractor services multiple locations where pricing is different, it is beneficial to have those locations specified separately. The level of detail in the report will assist Procurement Services and the Department in providing more accurate information and estimates of future need.

3.10.1 The Contractor(s) may be required to obtain a signature by the City Authorized User Department Representative on the service ticket upon completion of each service acknowledging services performed. And leave a copy of the signed service ticket with the authorized departmental representative. The second copy of each service ticket shall be attached to the monthly invoice submitted by the Contractor(s) for payment of services.

3.10.2 If a Service Ticket is required, it should contain the following:

- Location serviced (areas treated) (Building name and identification)
- Date and time of service
- Type of Service provided
- Technician Name
- Potential risks or problems identified by technician along with recommended course of action.

3.10.3 **Billing:** Contractor shall *maintain separate accounts for each departmental user participating in award established under the City authority.* All records of purchases of services and payment transactions made between the Contractor and the requesting (user) department shall be easily accessible by Contractor via computer reports and able to be quickly provided to user departments upon request.

3.11. CITY'S RESPONSIBILITIES

3.11.1 The City shall provide access to worksite locations, systems, documentation and subject matter personnel to the Vendor.

3.11.2 Any structural modifications recommended by the Contractor(s) shall be done by City personnel.

3.11.3 The following recognized City Holiday Schedule is as follows. Depending on the specific requirements of each contract, a Contractor may/may not have to perform service(s) or make deliveries on these days. If services are required, access will be provided.

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Additional closure days may be designated on an as-need basis, such as inclement weather, emergency, maintenance, etc.

3.11.4 Identify City Authorized User Department Representatives. The following person(s) shall serve as an assigned point of contact for this contract: Name, email, Phone

3.11.5 Respond timely in the review and approval/or denial of Contractor reports, invoicing, or other documentation or requests. Serve as the first point of contact and communicate any issues with the Contractor representative for resolution.

3.11.7 The City reserves the right to conduct inspections of the Contractor's work at unannounced times and at unannounced intervals for evaluation purposes.



Agenda Item Details

Meeting	Jul 10, 2019 - City Commission Meeting & Summary
Category	9. CONSENT
Subject	9.12 Approval of ranking of vendors and authorization to negotiate and execute a contract for City of Tallahassee’s “Project Management Services for the replacement of existing Utility Billing;” RFP-040-19-CC – Jonathan Kilpatrick, Technology & Innovation
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,320,640.00
Budgeted	Yes
Budget Source	706-160301-18099
Recommended Action	Option 1 – Approve the selection committee ranking, authorize staff to negotiate a contract with the top-ranked proposer, AAC Utility Partners, LLC, and authorize the City Manager or designee to execute the final contract.

For more information, please contact: Jonathan Kilpatrick, 850-891-5292.

Statement of Issue

The City issued a Request for Proposal (RFP-040-19-CC) for project management services for the replacement of the existing Utility Billing, Customer Service, and Meter Data Management Systems. These systems are the repository for all customer data for multiple City Systems. The project management services include requirements gathering, writing and assisting in the selection of Product(s) using City’s procurement services (RFPs), provide project management services for the implementation of the new Utility Billing and Meter Data Management Systems. The selection committee reviewed the submitted proposals and ranked each vendor. This agenda item requests the City Commission approval of the selection committee’s proposal rankings and authorization for staff to enter into a contract negotiation with the top-ranked proposer.

Recommended Action

Option 1 – Approve the selection committee ranking, authorize staff to negotiate a contract with the top-ranked proposer, AAC Utility Partners, LLC, and authorize the City Manager or designee to execute the final contract.

Fiscal Impact

This contract is for a three-year period not to exceed \$2,283,840; with two (2) one-year extensions not to exceed \$518,400 per extension. The funding source will be the Utility Technology Master Project (18099).

Supplemental Material/Issue Analysis

History/Facts & Issues

The City of Tallahassee is a full-service city providing citizens with a full complement of municipal services. The City owns and operates five utilities; electric, natural gas, water, sewer, and solid waste. The electric transmission and distribution system services approximately 119,000 customers; natural gas distribution system services 31,000 customers; and a water production

Attachment: City of Tallahassee RFP (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)

and distribution system serving 84,000 metered water customers. The City also manages other programs and services, such as fire service fees, storm water assessments, energy rebates and several types of loans. Additional enterprise activities owned and operated by the City include the Tallahassee International Airport and a public transit system.

In 2002, the City went live with PeopleSoft CIS*, a high-volume customer revenue management solution designed for complex, service-oriented organizations. PeopleSoft CIS is used to manage the customer information and billing for the wide array of services and programs that the City offers, involving several complex rate structures. Currently the City produces approximately 1.35 million bills annually. Since its implementation utility regulations, business requirements, policies and practices have evolved necessitating various system modifications that has impacted the underlying data. In addition, no data archiving or purging has been performed.

The City rolled-out its smart metering system in 2009, which is comprised of the Honeywell (previously Elster) AMI* system and the Aclara MDMS* system. The AMI system, which will not be replaced under this scope, provides the electronic reads used for metered billing, as well as daily and interval reads used for various analyses. The MDMS system acts as the repository for the AMI data, generates the billing reads used by CIS and provides meter readings to the Aclara Customer Engagement (CE) portal, through web service calls.

A separate presentment layer for residential and business customers was implemented along with the MDMS, which relies on data from MDMS and CIS, contains customer self-service features, provides information about the home’s utility usage, unbilled estimation, bill presentment, bill and payment history, bill analysis and rate comparisons. In addition, this portal provides energy efficiency analysis recommendations and provides a method for making online payments. These functions must be available to the customers after implementation of the new system.

All these Systems are now well over their lifetime of usage and are due for replacement. The PeopleSoft CIS is no longer under the support of its parent company Oracle Inc., as Oracle has phased out support for this version. The underlying Hardware, Operating System and Database that these systems run on are end-of-life as well. Keeping these facts in mind, it is imperative that the replacement of these systems with robust systems supporting the leading technologies and practices be undertaken. This will not only remove the risk of operating our billing on an old system but will also give the City an opportunity to provide better customer service and engagement to our citizens.

- *CIS: Customer Information System
- *AMI: Advanced Metering Infrastructure
- *MDMS: Meter Data Management System

Department(s) Review

Options

1. Approve the selection committee ranking, authorize staff to negotiate a contract with the top-ranked proposer AAC Utility Partners, LLC, and authorize the City Manager to execute the final contract.

Pros:

- Leverage vendor’s expertise in managing and delivering a successful solution tailored to the City’s needs.

Cons:

- None

2. Do not approve the selection committee ranking and do not authorize staff to negotiate a contract with the top-ranked proposer AAC Utility Partners, LLC.

Pros:

- Has the potential to save funds regarding project oversight; however, no City staff has experience in managing a Utility Billing and Meter Data Management replacement of this scale.

Cons:

- Extends the project timeline for replacing the above-named systems and increases the risk of not implementing the new system in an appropriate timeframe.
- Adds significant risks to the Utility Billing and Meter Data Management replacement project by not using third-party guidance to implement best practices.
- Not having an industry expert also has the potential to negatively impact project timelines and delay the replacement of an aged application that is obsolete.

3. Commission direction.

Attachments/References

1. Recommendation of Award

Recommendation of Award (2).pdf (66 KB)



SCORES/RANKING

REQUEST FOR PROPOSAL No: 040-19-CC

TITLE/DESCRIPTION: Project Management Services for the Replacement of Existing Utility Billing

Category Classifications	NON-COST							GRAND TOTAL POINTS
	References	Management Plan/Understanding the Specifications	Approach and Method / Work Plan	Oral Presentation / DEMO	Local Vendor Preference	Cost/Fee Proposal		
Maximum Points for Category	10	15	25	15	5	30	100	
Respondent Firms								
AAC Utility Partners, LLC	9.06	13.59	22.03	11.81	0.00	30.00	86.49	
Millennium Consulting LLC	3.25	6.19	10.63	4.50	0.00	12.30	36.87	

Recommended of Award:

AAC Utility Partners, LLC

Neha Kumar

Chairperson: Neha Kumar

(signing on behalf of the committee)

Posted

6/5/2019

Date Signed

6/5/2019 @ 2:15 PM

Date

Neha Kumar

MEETING SUMMARY

Tallahassee, Florida
July 10, 2019

The City Commission met in regular session on July 10, 2019 in the Commission Chambers in City Hall with Commissioners Dailey, Richardson, Matlow, Williams-Cox and Bryant present. Also present were City Manager Goad, City Attorney Jackson, and City Treasurer-Clerk Cooke. Mayor Dailey called the meeting to order at 4:01 p.m.

Item 5.01 was a presentation of proclamation recognizing the 100th anniversary of the Claude Sauls American Legion Post 13. *(Brought forward by the Mayor)*

Item 5.02 was a surprise presentation of proclamation recognizing Deputy City Treasurer-Clerk Kent Olson's service as 2018-2019 President of the Florida Government Finance Officers Association (FGFOA). *(Brought forward by the Mayor)*

Announcements: Mayor Dailey announced the City of Tallahassee condemns the illegal, unconstitutional, unenforceable, racist language that has been uncovered in historical documents in our community and that the City is committed to finding solutions and moving forward.

Item 7.01 - Mayor Dailey inquired if anyone desired to address the Commission relative to any item on the published agenda.

The following speakers submitted a speaker form requesting to speak regarding **Item 13.05 – Analysis of Current Tree Related Committees and Tree Prevention and Removal Regulations**, however, regarding the FAMU Way Extension Project, relative to the Boynton Still neighborhood, appeared to oppose the removal of large, historic oak trees and to request that historic structures be saved:

Mr. Lowell Hill, 4976 Moore Pond Road;
Ms. Leighanne Boone, 300 S. Duval Street;
Ms. Lucia Sommer, 1611 Milton Street;
Mr. Max Epstein, 1001 San Luis Road;
Ms. Ann Bidlingmaier, 1920 Harriet Drive;
Ms. Ghita Heidt, 1403 Betton Road;
Ms. Lynn Liska, 370 Bellwood Drive;
Mr. Steven Kurtz, 1611 Milton Street;
Mr. Jefferson Walker, 1803 Devra Drive;
Mr. Larry Teich, 2224 Pontiac Drive;
Ms. Linda Miklowitz, 2542 Arthur's Court Lane;
Ms. Teresa Wells, 1227 N. ML King Jr. Boulevard;
Mr. Charles Stratton, 964 Rose Bay Court; and,
Ms. Jan DeCosmo, 2205 Jim Lee Road.

The following speakers submitted a speaker form requesting to speak regarding **Item 13.05 – Analysis of Current Tree Related Committees and Tree Prevention and Removal Regulations**, however, appeared in support of the FAMU Way Extension Project:

Ms. Shauna Smith, 814 Apache Street, and
Ms. Deloris Harpool, 856 Violet Street.

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Voted 5-0 to approve staff's recommendations presented in **Item Nos. 9.01 - 9.09 and 9.11 - 9.14** on the **Consent Agenda**, taking the following action:

Item 9.01 – Approved a settlement to resolve the claims of Mr. Leroy Gammons against the City of Tallahassee, for a total sum of \$160,000, for personal injuries, medical expenses, past and future pain and suffering, and other recoverable damages resulting from an auto accident on September 16, 2016, whereby a StarMetro bus driver failed to realize that the two vehicles in front of him were stopped and rear-ended Mr. Gammons' vehicle. *(Recommended by the City Attorney)*

Item 9.02 – Authorized the City Manager, or designee, to accept and execute a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement, in the amount of \$1,776,111.30, for design of an International Passenger Processing Facility at the Tallahassee International Airport. *(Recommended by Aviation)*

Additional funding to be provided from the Airport Repairs, Replacement & Improvements (RR&I) Undesignated Fund Balance and proceeds from the Blueprint 2020 Economic Development Sales Tax Program.

Item 9.03 – Adopted **Resolution No. 19-R-30**, authorizing the City Manager, or designee, to accept and execute Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA), for FDOT Project No. 444974-1, in the amount of \$5.5 million, for cost associated with the International Passenger Processing Facility Project at the Tallahassee International Airport. *(Recommended by Aviation)*

Additional funding to be provided from Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funding; bonds and the Airport Repairs, Replacement & Improvements (RR&I) Undesignated Fund Balance; and proceeds from the Blueprint 2020 Economic Development Sales Tax program.

Item 9.04 – Adopted **Resolution No. 19-R-27**, authorizing the City Manager, or designee, to accept and execute Florida Department of Transportation (FDOT) Supplemental Joint Participation Agreement (JPA) No. 2 for FDOT Project No. 412210-3, in the amount of \$2.250 million, for cost associated with the Runway 18-36 Reconstruction Project at the Tallahassee International Airport. *(Recommended by Aviation)*

Additional funding to be provided from bonds and the Airport Repairs, Replacement & Improvements (RR&I) Undesignated Fund Balance.

Item 9.05 – Adopted **Resolution No. 19-R-28**, authorizing the City Manager, or designee, to execute Florida Department of Transportation (FDOT) Supplemental Joint Participation Agreement (JPA) No. 2 for FDOT Project No. 226781-6, in the amount of \$400,000, for costs associated with the Terminal Modernization Project at the Tallahassee International Airport. *(Recommended by Aviation)*

Additional funding to be provided by Airport Passenger Facility Charges (PFCs) and, if needed, from the Airport Repairs, Replacement & Improvements (RR&I) Undesignated Fund Balance.

Item 9.06 – Adopted **Resolution No. 19-R-29**, authorizing the City Manager, or designee, to accept and execute Florida Department of Transportation (FDOT) Supplemental Public Transportation Grant Agreement (PTGA) No. 1 for FDOT Project No. 422109-2, in the amount of \$400,000, for costs associated with the Terminal Passenger Loading Bridge Acquisition and Installation Project at the Tallahassee International Airport. (*Recommended by Aviation*)

Additional funding to be provided by Airport Passenger Facility Charges (PFCs).

Item 9.07 – Approved the award of primary and secondary 3-year contracts, with two optional 1-year extensions, for an amount estimated at \$5,180,000 over the term of the contracts, for distribution transformers as required for expansion and maintenance of the City's Electric System. (IFB No. 035-19-EV) (*Recommended by Electric & Gas Utility*)

Primary Term Contracts awarded to the following:

- Single phase pole-type transformers - Stuart C. Irby Co. of Jackson, MI
- Single phase pad-mounted transformers - Stuart C. Irby Co
- Three phase pad-mounted transformers - WEG Electric Corp. of Duluth, GA
- Phase pad-mounted transformers (FR3) - WEG Electric Corp.

Secondary Term Contracts awarded to the following:

- Single phase pole-type transformers - GRESCO of Forsyth, GA
- Single phase pad-mounted transformers - TRI-STATE of Memphis, TN
- Three phase pad-mounted transformers - Stuart C. Irby Co.
- Phase pad-mounted transformers (FR3) - GRESCO

To be funded by the Utility Supply Center's On-system Inventory account (426-290901-141000); costs to be charged to approved Operating budgets or Capital projects at the time of use.

Item 9.08 – Approved the award of a 5-year contract to Nolan Power Group, L.L.C., of Mandeville, LA, in the amount of \$200,000, for maintenance and capacity testing of all power plant battery banks used to back up critical systems. (*Option 1 recommended by Electric & Gas Utility*)

Actual fiscal impact dependent upon services utilized at the electric substations and power plants; funding to be provided from the approved Operating budget or Capital project at the time the service is procured.

Item 9.09 – Authorized the acceptance of a donated memorial wall to honor fallen firefighters, from Paul Davis Restoration, a local corporate entity, without a requirement for reciprocity by the City. The estimated value of the memorial is \$33,591.08. (*Option 1 recommended by the Fire Chief*)

Item 9.10 (*Item pulled for discussion by Commissioner Richardson; renumbered as Item 10.01.*)

Item 9.11 – Approved the 2019 Minor Update to the Transit Development Plan, as outlined in the agenda item, allowing for the City to receive up to \$1,200,000 in Florida Department of Transportation (FDOT) FY20 Block Grant funds. (*Option 1 recommended by StarMetro*)

Item 9.12 – Approved the selection committee ranking and authorized staff to negotiate a 3-year contract not to exceed \$2,283,840, with two optional 1-year extensions not to exceed \$518,400 per extension, with the top-ranked proposer, AAC Utility Partners, LLC, of Columbia, SC, for project management services for the replacement of the existing Utility billing, Customer Service, and Meter Data management systems; and authorized the City Manager, or designee, to execute the final contract. (RFP No. 040-19-CC) (*Option 1 recommended by Technology & Innovation*)

Item 9.13 – Reappointed Mr. James O. Cooke, IV, in his position as City Treasurer-Clerk, to the Board of Trustees Chapters 175/185 Supplemental Share Plan; term to expire April 2023. (*Recommended by the Treasurer-Clerk*)

Item 9.14 – Approved the minutes of the following City Commission meeting(s): (*Recommended by the Treasurer-Clerk*)

April 24, 2019 – Regular Meeting
May 15, 2019 – Regular MeetingG

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Item 10.01 (*previously Item 9.10*) - **Voted 5-0** to approve acceptance of an AARP Foundation grant donation, in the amount of \$8,800, for enhancements to the Greater Bond Neighborhood Linear Park, and to amend the FY19 budget as necessary. (*Recommended by Parks, Recreation & Neighborhood Affairs*)

The following speaker(s) appeared (out of order):

Ms. Talethia Edwards, 1802 Saxon Street, on behalf of the Greater Bond Neighborhood Association, appeared to thank Commissioner Richardson for highlighting the AARP Foundation grant provided for the Bond Neighborhood Linear Park and expressed her pride and excitement regarding the recent changes in the Bond Community.

Ms. Shirley Bouie, 2121 Keith Street, appeared in support of improvements to FAMU Way as well as the Bond Community, and to express her opinion that everyone should move forward with the City to improve FAMU Way, the Bond Community, and the Linear Park.

Mr. James Vaughn, Jr., 1819 Saxon Street, Treasurer for the Greater Bond Neighborhood Association, appeared to thank the Commission for the Bond Neighborhood Linear Park and to personally express his appreciation for the

SUMMARY - JULY 10, 2019 - PAGE 4 of 10

Parks, Recreation & Neighborhood Affairs' Neighborhood Services Office. Mr. Vaughn expressed his support for the FAMU Way Extension Project.

Mr. Chalmus Thomas, 2621 McCain Court, appeared to thank the Commission for "taking a serious look" at the Bond community and to express his opinion that much of the neighborhood's progress was a result of the FAMU Way Project. Mr. Thomas stated that he believed FAMU Way has changed the Bond neighborhood.

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Item 11.01 – Voted 5-0 to reappoint Ms. Claudia Davant and Ms. Cynthia Tunnicliff to the Downtown Improvement Authority; terms to expire June 2022. *(Brought forward by the Mayor)*

There were no speakers.

Commissioners Matlow and Williams-Cox expressed their desire to work towards a more diverse Downtown Improvement Authority Board.

Item 11.02 – Voted 5-0 to reappoint Mr. Julian Smith, Ms. Jovita Woodrich, and Mr. James McShane to the Affordable Housing Advisory Committee; terms to expire June 2022. *(Brought forward by the Mayor)*

There were no speakers.

Item 11.03 – Voted 5-0 to appoint Mr. Donald Gray to the Planning Commission; term to expire June 2022. *(Brought forward by the Mayor)*

There were no speakers.

Item 12.01 was the introduction of **Ordinance No. 19-Z-18**; proposed amendment to the Official Zoning Map to change the zoning classification from the Commercial Parkway (CP) and Manufactured Home and Single Family Detached Residential (R-5) zoning districts to the Capital Hill Plaza Planned Unit Development (PUD); public hearing scheduled for October 16, 2019 at 6:00 p.m. in the City of Tallahassee City Commission Chambers in City Hall. *(Brought forward by Planning)*

The 8.83-acre site is located on the west side of Capital Circle Northeast, approximately 1,500 feet north of Centerville Road.

By consensus, the Commission introduced Ordinance No. 19-Z-18 and set the public hearing as stated herein.

Item 13.01 – Voted 5-0 to (1) accept staff's update regarding the preliminary scores of potential sites for the new Police Department Headquarters and authorized staff to proceed with community notice and review of the top 10 highest-ranked sites; and (2) directed staff to proceed with an evaluation of the short-term viability of existing structures on the Northwood Centre property. *(Options 1&2 recommended by the Deputy City Manager)*

The following speaker(s) appeared:

Mr. Paul De Rever, 2542 Arthur's Court Lane, appeared to oppose the construction of a new Police Department Headquarters facility.

SUMMARY - JULY 10, 2019 - PAGE 5 of 10

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Item 13.02 – Voted 5-0 to authorize the Electric Utility to move its registration from the Florida Regional Coordinating Council (FRCC) to SERC Reliability Corporation (SERC), one of eight regional electric reliability councils under North American Electric Reliability Corporation (NERC). (*Option 1 recommended by Electric & Gas Utility*)

Annual dues (\$55,000) to be funded from the Electric Operation Budget.

There were no speakers.

Recess – The meeting recessed at 5:35 p.m. and reconvened at 6:03 with Commissioners Dailey, Matlow, Williams-Cox, and Bryant present. Commissioner Richardson arrived at 6:04 p.m.

Item 13.03 (taken out of order) - **Voted 5-0** to discontinue complimentary Airport parking passes and authorized the City Manager, or his designee, to create an Airport Policy that provides guidelines for the use of parking passes for official business only. (*Option 1 recommended by Aviation*)

There were no speakers.

Item 13.04 – Voted 5-0 to approve the sale of 2.21-acres of city-owned property, 5697 Blountstown Highway, located to the east of Aenon Church Road (formerly the Talquin substation), to the highest bidder, Duke Energy, for the amount of \$200,000, and authorized the City Manager, or his designee, to execute documents related to the transaction. (*Option 1 recommended by Real Estate Management*)

There were no speakers.

Item 13.05 – Voted 5-0 to accept staff's analysis of current tree-related committees, tree preservation, and removal regulations, as outlined in the agenda item. (*Option 1 recommended by Planning*)

There were no speakers.

Item 13.06 – Voted 5-0 to authorize the City Manager, or his designee, to execute a funding agreement with The South City Foundation, Inc., to provide \$100,000 to support the implementation of a Purpose Built Communities, Inc. program for South City. (*Option 1 recommended by Community Housing & Human Services*)

Commissioner Williams-Cox voiced her opinion that the City should participate in the performance and progress of this project. Commissioner Bryant stated she would like to be provided a plan with goals and target dates.

Item 13.07 – Voted 5-0 to find all proposals for external auditing services unacceptable and directed staff to issue a new request for proposals (RFP). (RFP No. 052-19-CC) (*Brought forward by the Interim City Auditor*)

The following speaker(s) appeared:

Mr. William Blend, 307 W. Park Avenue, Moore Stephens Lovelace, P.A.,

appeared to question why would or should the City pay more for quality audit services, and he requested that the City approve the Audit Committee's ranking and recommendations and authorize staff to enter into contract negotiations with the second-ranked firm, Moore Stephens Lovelace, P.A.

Mr. Brent Sparkman, 2633 Centennial Boulevard, Carr Riggs & Ingram, LLC, appeared to voice his opinion that there was a flaw in the process and requested that the Commission find all proposals unacceptable and issue a new RFP.

Mr. Michael Carter, 2633 Centennial Boulevard, Carr Riggs & Ingram, LLC, appeared to reiterate Mr. Sparkman's comments and requested that the Commission find all proposals unacceptable and issue a new RFP.

Mr. Jeff Wolf, 307 W. Park Avenue, Moore Stephens Lovelace, P.A., appeared to state that Moore Stephens Lovelace would (1) guarantee a certified MWBE, (2) be a fresh perspective for the City, and (3) provide the lowest fee and best value to the City.

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Item 13.08 – Voted 5-0 to authorize the City Manager, or his designee, to negotiate and execute a contract for Parking Access Revenue Control System (PARCS) equipment and installation, with FlashParking, Inc., for equipment and installation services in Kleman Plaza and Eastside garages through the City's membership in the National Cooperative Purchasing Alliance (NCPA) and its competitive solicitation process. (RFP No. 18-17) (*Option 1 recommended by Strategic Innovation*)

The following speaker(s) appeared:

Mr. Max Herrle, 117 S. Gadsden Street, on behalf of T2 Systems, of Indianapolis, IN, a provider of reliable technology solutions for parking and transportation, appeared to advise the Commission that T2 Systems submitted a proposal for the parking equipment and installation services which was less expensive and included a larger scope of services, and he acknowledged that T2 was also prepared to compete with a similar time-table. Mr. Herrle urged the Commission to issue the RFP to get the best product for the best price.

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Item 15.01 was a Transmittal Public Hearing for 2019 Out-of-Cycle Text Amendment LTA 2019 001: Solar Energy Systems Text Amendment, pursuant to Section 163.3184, Florida Statutes. **Voted 5-0** to transmit the amendment to the State Land Planning Agency and review agencies. (*Option 1 recommended by Planning*)

There were no speakers.

Item 15.02 – Voted 5-0 to adopt **Ordinance No. 19-O-23**, Voluntary Annexation Petition for 5225 Capital Circle SW (Tallahassee Auto Auction). (*Option 1 recommended by Resource Management*)

There were no speakers.

Item 15.03 – Voted 5-0 to adopt **Ordinance No. 19-O-24**, Voluntary Annexation Petition for Brookside Village, a 35.18-acre site located along Ox Bottom Road to the North. (*Option 1 recommended by Resource Management*)

There were no speakers.

Item 15.04 – Voted 5-0 to adopt **Ordinance No. 19-Z-08**, proposed amendment to the Apalachee East Planned Unit Development (PUD) zoning district. (TRZ190002) (*Option 1 recommended by Planning*)

There were no speakers.

The subject site is located at the northwest corner of Apalachee Parkway and Conner Boulevard.

Item 15.05 – Voted 5-0 to adopt **Ordinance No. 19-Z-16AA**, proposed amendment to the Cross Creek Planned Unit Development (PUD) zoning district. (TRZ190005) (*Option 1 recommended by Planning*)

The following speaker(s) appeared:

Mr. Walker Banning, 1202 Cross Creek Way, appeared to express his opinion that the proposed use of the subject property was not suitable / compatible with the surrounding land uses, and that the Applicant's request to shrink the buffer demonstrates that the site cannot accommodate the proposed intensity of the development without significantly impacting the privacy of the existing residences along Richardson Road.

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The subject site is located to the east of Richardson Road and North of Apalachee Parkway.

Item 15.06 – Voted 5-0 to adopt **Ordinance No. 19-Z-17**, proposed amendment to the Official Zoning Map to change the zoning classification from the Office Residential (OR-3) zoning district to the General Commercial (C-2) zoning district. (TRZ190006) (*Option 1 recommended by Planning*)

There were no speakers.

The subject site is located on the east side of Blair Stone Road approximately 1,250 feet south of the intersection of Blair Stone Road and Old St. Augustine Road.

Item 16.01 - Mayor Dailey inquired if anyone desired to address the Commission relative to unagendaed business. The following speaker(s) appeared and addressed the Commission:

Mr. Jim King, 6650 Havana Highway, advise the Commission that he has sold pumpkins and Christmas trees in the community since 1985 and that since 1992 his business has been located in a temporary structure in northeast Tallahassee along Thomasville Road north of Interstate 10. Mr. King further advised of his hope to replace his temporary structure with a permanent structure, however, he was experiencing many challenges from City staff regarding his temporary structure as well as possibly constructing a permanent structure.

Mayor Dailey interjected that he was very familiar with Mr. King's business, that Mr. King was a staple in the community. Mayor Dailey acknowledged that he understood Mr. King's urgency to resolve the matter before the season and requested that the City Manager's Office meet with Mr. King to find resolution.

Ms. Nicole Robinson, 3496 Colonnade Drive, appeared to advise the Commission of what she believed to be an inappropriate resolution to an incident at a local establishment which involved 12-year-old children and Tallahassee Police Department (TPD) officers. Ms. Robinson expressed her opinion that it was important to get answers so "we don't leave middle schoolers at the hands of brutality." Ms. Robinson concluded by stating she believed there was a need to establish what community policing was going to look like and that the community needed to empower TPD with support and accountability.

Ms. Kim Ross, 1203 Buckingham Drive, explained that she was not asking for a permanent halt to the entire FAMU Way Expansion Project, just asking that the Commission halt the permitting of the tree removal in the Boynton Still Neighborhood until the Blueprint report is completed; meaningful citizen input is received; and a grievance process is in place. Ms. Ross noted that tonight's effort was to improve Phase 3 of the FAMU Way Project, not to stop it. Ms. Ross stated, while trees may have aesthetic value for some and not others, that we should keep in mind most of us who are concerned about the trees are concerned because of climate change and she urged the Commission to direct staff to "put a hold on" this destruction while the process is "ironed out."

Ms. Susan Stratton, 964 Rosebay Court, noting that some trees in the Boynton Still neighborhood were older than 500 years old, the age of the oldest tree in Texas, stated that if Texas can move roads around their heritage oaks, we should be able to as well. Ms. Stratton stated it would be criminal to remove these trees even if replaced with other trees. In this time of climate change, Ms. Stratton asked why cutting down the trees would even be considered, pointing out that cost and convenience does not outweigh the value of these trees. Ms. Stratton urged the Commission to take more time before destroying something that cannot be recreated.

Mr. Benjamin "Benito" Alexander, 1113 Old Bumpy Road, submitted a speaker form requesting to speak, but was not present when called to speak.

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Item 17.01 – City Commission Information and Sharing of Ideas

Commissioner Bryant noted that the 2019 Water Quality Report indicates the water quality in Tallahassee remains very good and she commended staff for a job well done.

Commissioner Williams-Cox stated that the School District recently received some disturbing news regarding our schools' Florida Standards Assessments (FSA) test scores and she encouraged the community to participate in the School District's mentoring program. Commissioner Williams-Cox further stated that some municipalities are allowing their citizens to pay parking fines with school supplies and suggestion consideration of this type program for a limited time prior to the start of

the school year. Lastly, Commissioner Williams-Cox announced she, along with local historians, would conduct a Living History Lecture at the Leroy Collins Leon County Public Library, July 15, 2019 beginning at 11:30 a.m. Commissioner Williams-Cox advised that the lecture was open to the public at no cost and that lunch would be provided. Commissioner Williams-Cox stated it was her desire for educate Tallahasseeans regarding Tallahassee's first 100 years, the emancipation proclamation. and Tallahassee's emancipation celebration on May 20th.

Commissioner Matlow invited the public to attend the Giant Water War, a public safety outreach event, to be held at Tom Brown Park on August 4, 2019.

Regarding the earlier comments relative to tree removal for the FAMU Way Extension Project, Commissioner Matlow clarified that there were two different projects being discussed, the City's FAMU Way Extension Project, which trees have been permitted for removal in July, and a separate Blueprint project which he believed allowed ample opportunity to engage with staff regarding alternatives. Commissioner Matlow stated that we must think about what we value and that he believed affordable housing to be at the top of that list and the significant trees to be second. Commissioner Matlow further stated, if we had prioritized our values before discussing redevelopment, maybe these projects would have been different, and that he believed we should put rules in place "on the front end" to avoid this discussion "on the back end." Commissioner Matlow suggested that we need to balance the need for saving history while allowing new development.

Commissioner Richardson announced Habitat for Humanity's Veterans Build initiative to provide volunteer, homeownership, and employment opportunities to U.S. veterans, military service members, and their families. Commissioner Richardson noted that Leon County has partnered with Habitat in the initiative and that the City has also been asked join in the partnership. Commissioner Richardson **moved that the City join the Big Bend Habitat for Humanity's Veterans Build initiative, and, direct staff to locate a city-owned parcel of land to be donated as the site of the first Veterans Build.** Mayor Dailey seconded the motion. City Manager Goad stated, because of the timeline, **that he would like to have authorization to identify the parcel and transfer title to the parcel before the next City Commission meeting. Commissioner Richardson agreed.** Commissioner Bryant inquired regarding cost and expressed her desire to ensure there was funding in the budget. Commissioner Richardson stated previously budgeted Habitat homes would move forward as planned and that the City would be given credit for donating the parcel of land for the build and initiative would be challenged with raising the funds for the remainder. Discussion ensued.

The vote on the motion was unanimous in favor thereof.

Adjournment: There being no further business to discuss, without objection, the meeting adjourned at 7:35 p.m.

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*Note – Full minutes of this meeting will be placed on file with the Office of the City Treasurer-Clerk upon adoption by the City Commission.

Attachment: City of Tallahassee RFP (3760 : APPROVE AGREEMENT WITH AAC UTILITY PARTNERS, LLC)



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk
Paul Early, Assistant City Attorney

AGENDA DATE: December 17, 2019

TITLE: APPROVAL OF THE AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH MIKE LEE TO REFLECT HIS APPOINTMENT AS THE INTERIM CITY MANAGER

RECOMMENDED ACTION

Recommendation:

Approve the amendment to the employment agreement with Mike Lee, to reflect his new position as the Interim City Manager and authorize the Mayor to execute it on behalf of the City.

SUMMARY

This report recommends approval of the first amendment to the employment agreement with Mike Lee, the City Council appointed Lee to the position of Interim City Manager on December 10th, 2019.

DISCUSSION

As announced on December 10th, 2019, the City Council voted to appoint Mr. Lee as the new Interim City Manager for Moreno Valley. Attached is a proposed amendment to the employment agreement with Mr. Lee which reflects the annual salary of (\$255,000.00), Mr. Lee's amendment has a specified term of a period of one (1) year or until the city has appointed a permanent City Manager, whichever comes first. Notwithstanding the (1) year period set forth above, the City Council may, at any time, with or without cause, terminate this amendment at any time. The remaining terms of the agreement generally mirror the prior City Manager contract.

ALTERNATIVES

1. Approve the employment agreement and authorize the Mayor to execute it on behalf of the City.
2. Provide revisions to the Agreement and direct staff to renegotiate the new terms.

FISCAL IMPACT

The City Manager’s salary has been budgeted for and the recommended action will not have an adverse fiscal impact.

NOTIFICATION

Agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Paul Early
Assistant 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

1. Lee Interim Amendment

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/12/19 4:38 PM
City Attorney Approval	<u>✓ Approved</u>	12/12/19 5:00 PM
City Manager Approval	<u>✓ Approved</u>	12/12/19 5:20 PM

EMPLOYMENT AGREEMENT

FIRST AMENDMENT

This First Amended Employment Agreement (“AMENDMENT”) amends the Employment Agreement (“AGREEMENT”) dated February 24, 2018 between the City of Moreno Valley (“CITY”) and Mike Lee (“LEE”). This AMENDMENT is entered into on this 17th day of December, 2019, by and between CITY and LEE on the following terms and conditions:

RECITALS

- A. The CITY, by and through the City Council, desires to employ the services of LEE as the Interim City Manager of the CITY, as provided by Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code.
- B. Lee desires to accept appointment as the Interim City Manager in consideration of and subject to the terms and conditions set forth in this AMENDMENT.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. POSITION AND DUTIES

- 1.1 The term of this AMENDMENT shall be for a period of one (1) year or until the CITY has appointed a permanent City Manager, whichever comes first. Notwithstanding the (1) year period set forth above, the City Council may, at any time, with or without cause, terminate this AMENDMENT at any time.
- 1.2 At the conclusion or termination of this AMENDMENT, the terms herein shall become void and LEE’s employment status, compensation and benefits shall revert to those terms of the AGREEMENT as of the date of such conclusion or termination. No additional severance or compensation shall be provided.
- 1.3 LEE accepts appointment as Interim City Manager and shall perform all functions, duties and services set forth in this AMENDMENT, Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, CITY Ordinances and state law. Furthermore, LEE will continue to perform the duties of the Economic Development Director as set forth in the AGREEMENT. LEE shall provide these services at the direction and under the supervision of the City Council of CITY.
- 1.4 The City Council shall hold an evaluation of LEE in Closed Session on or before April 30, 2020.

2. COMPENSATION

- 2.1 In consideration of LEE’s additional duties during the term of this AMENDMENT, LEE’s salary shall be increased to Two Hundred and Fifty-Five Thousand Dollars (\$255,000) per year.
- 2.2 Lee shall accrue 376 hours of Annual Leave, allocated at a rate of 14.46 hours per pay period. Annual Leave shall be subject to the CITY’s Personnel Rules and Regulations as they apply to other Executive Management employees, except that LEE may annually “sell back” to the CITY any part of his accrued Annual Leave, so long as such transaction does not deplete LEE’s total accrued Annual Leave below 1000 hours. LEE may not accrue in excess of 1,664 hours of Annual Leave.
- 2.3 LEE shall be afforded all other benefits available to “TIER 1” employees.

All other terms and provisions of the AGREEMENT, not in conflict with the terms and provisions of this AMENDMENT shall remain in full effect during the term of this AMENDMENT.

LEE acknowledges the he has had the opportunity to consult legal counsel in regard to this AMENDMENT, that he has read and understands this AMENDMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AMENDMENT.

IN WITNESS WHEREOF, the CITY has caused this AMENDMENT to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and LEE has signed and executed this AMENDMENT, on the date set forth below.

Date:

Mike Lee

Dr. Yxstian A. Gutierrez, Mayor
City of Moreno Valley

Approved as to Form:

ATTEST:

Martin D. Koczanowicz, City Attorney

Pat Jaquez-Nares, City Clerk

Attachment: Lee Interim Amendment [Revision 1] (3863 : APPROVAL OF AMENDMENT - INTERIM CITY MANAGER)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: December 17, 2019

TITLE: RECOMMENDED UPDATES - PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD

RECOMMENDED ACTION

Recommendation:

Concur with the updated Pavement Management Program Five-year Look-ahead Plan.

SUMMARY

This report recommends concurrence of a Pavement Management Program (PMP) Five-year Look-ahead Plan which identifies roadway segments maintenance priorities for the next five years. Staff takes a proactive approach to maintaining roads by including in the plan both preventive and corrective pavement maintenance practices that are cost-effective in addressing a wide range of pavement conditions to extend the pavement life and enhance safety.

DISCUSSION

Currently, there is roughly \$100 million of critical deferred maintenance needs, and over \$250 million overall, for the 505 centerline-miles of streets within the City's 51 square mile boundary. With a significant amount of deferred maintenance needs, selecting only a few segments to fit a limited budget is a difficult process. To prioritize streets for the PMP Five-year Look-ahead Plan, staff uses a combination of factors such as:

- Pavement Condition Index (PCI), for preventative and corrective maintenance
- Average Daily Traffic (ADT) counts
- Roadway segments with extensive Maintenance staff activities
- Known forthcoming utility company work
- Known approved development projects

- Other City Capital Improvement Program (CIP) projects

Heavy consideration is given to street segment PCI ratings and segments with extensive Maintenance staff activities (i.e. pothole repairs). Additionally, in order to gain an economy of scale from bidding contractors, streets are grouped by proximity as best as possible. Staff conducted field surveys to obtain real-time pavement distress conditions. Staff also received input from the Mayor and individual Council Members. The PMP Five-year Look-ahead Plan is intended to provide a focus for the limited funding. It is not intended to be a ridged list of street segments that cannot be adjusted. If necessary, staff will bring forward any changes to the Plan for Council's review at its future meetings.

The ultimate goal for the PMP Five-year Look-ahead is to transition costly corrective maintenance activities to less-costly preventative maintenance activities. Including preventative work (e.g. crack seal and slurry seal) and not just corrective work will help preserve and extend the useful life of the City's largest asset at a lower cost. Also, with the inclusion of preventative maintenance work, maintenance-staff resources can be redistributed to higher cost-benefit ratio activities (e.g. asphalt patch work and crack sealing).

In March 2019, staff presented the original PMP Five-year Look-ahead Plan for concurrence, which identified approximately 350 street segments for preventive and corrective maintenance citywide for a 5-year period from 2019 to 2024. Since then, a number of segments have been completed or are actively under rehabilitation. As such, staff reconciles the approved list of streets and continues to identify new segments to be added to the plan for the next five year period.

As part of the pavement management program, staff reviews street segments on the approved PMP against current field conditions, as circumstances can change over time. With input from City Council members and a review of key selection criteria (e.g. ADT, PCI, anticipated development projects, etc.), a few adjustments to the street segments were made and are reflected on the attached maps. Of note, Perris Boulevard, from Gentian Avenue to Iris Avenue has been added to the FY 19/20 work. This is to address the recent changes in the segment from developer projects, utility work, and weather impacts as well as help alleviate the significant volume of calls for pothole repairs in this area. To ensure a net-zero fiscal impact on the PMP with the addition of this segment of Perris Blvd, a few adjacent street segments have been moved to future years.

In addition to the above, proposed roadway segments for FY 2024-2025 have been added to the PMP maps. Furthermore, construction timelines for segments previously approved by the City Council are proposed to be accelerated (i.e. recommended to be completed in an early fiscal year than originally planned). Several segments are recommended for acceleration due to the additional funding that the Council has authorized over the past two fiscal years as a means to address critical repairs as soon as possible.

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 the recommended actions as presented in this staff report. This alternative will provide staff with a Five-year Look-ahead Plan with set priorities for roadway maintenance.
2. Do not approve the recommended actions as presented in this staff report and provide alternate direction to staff. This alternative may delay the roadway maintenance efforts and allow for City streets to continue deteriorating and resulting in higher repair costs.

FISCAL IMPACT

There is no fiscal impact with the recommended action item.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the areas affected by the pavement rehabilitation will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

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

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. 5-Year Look-Ahead Plans






APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/09/19 9:48 AM
City Attorney Approval	<u>✓ Approved</u>	12/11/19 3:03 PM
City Manager Approval	<u>✓ Approved</u>	12/11/19 4:11 PM






**City of Moreno Valley
Public Works Department - Capital Projects Division**

5-YEAR LOOK-AHEAD PLAN FOR ARTERIAL AND COLLECTOR STREETS PAVEMENT REHABILITATION AND PRESERVATION






LEGEND

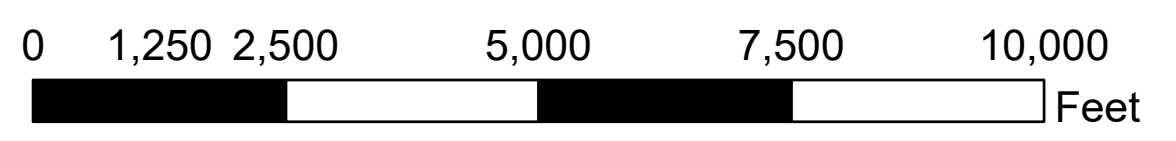
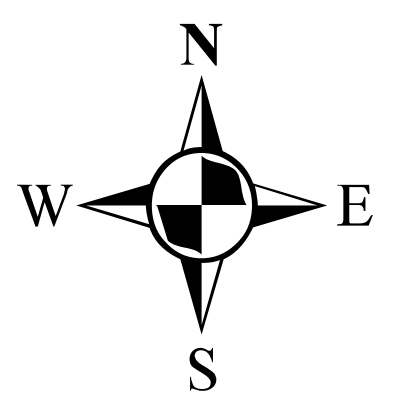
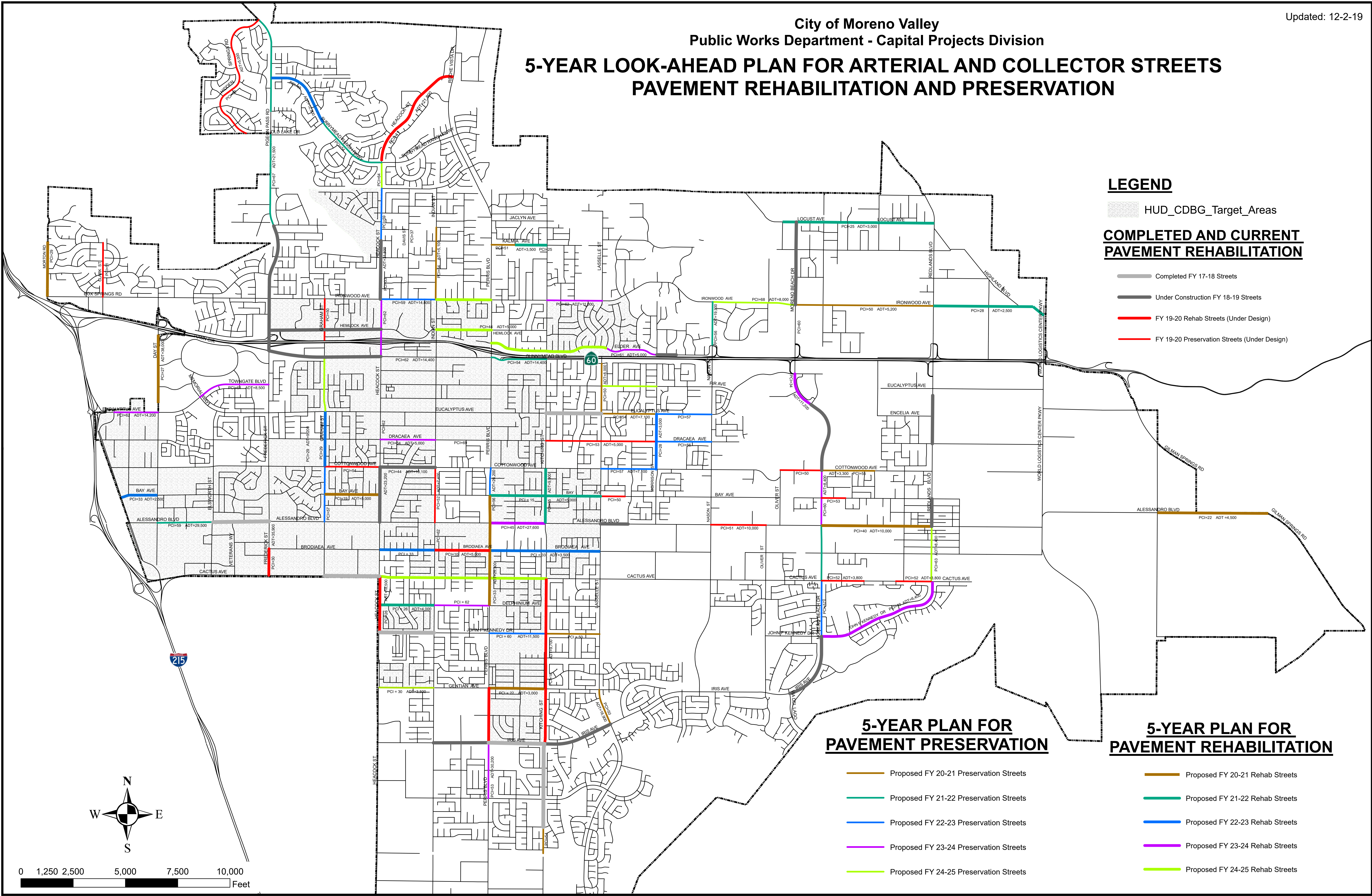
-  HUD_CDBG_Target_Areas
- COMPLETED AND CURRENT PAVEMENT REHABILITATION**
-  Completed FY 17-18 Streets
-  Under Construction FY 18-19 Streets
-  FY 19-20 Rehab Streets (Under Design)
-  FY 19-20 Preservation Streets (Under Design)

5-YEAR PLAN FOR PAVEMENT PRESERVATION

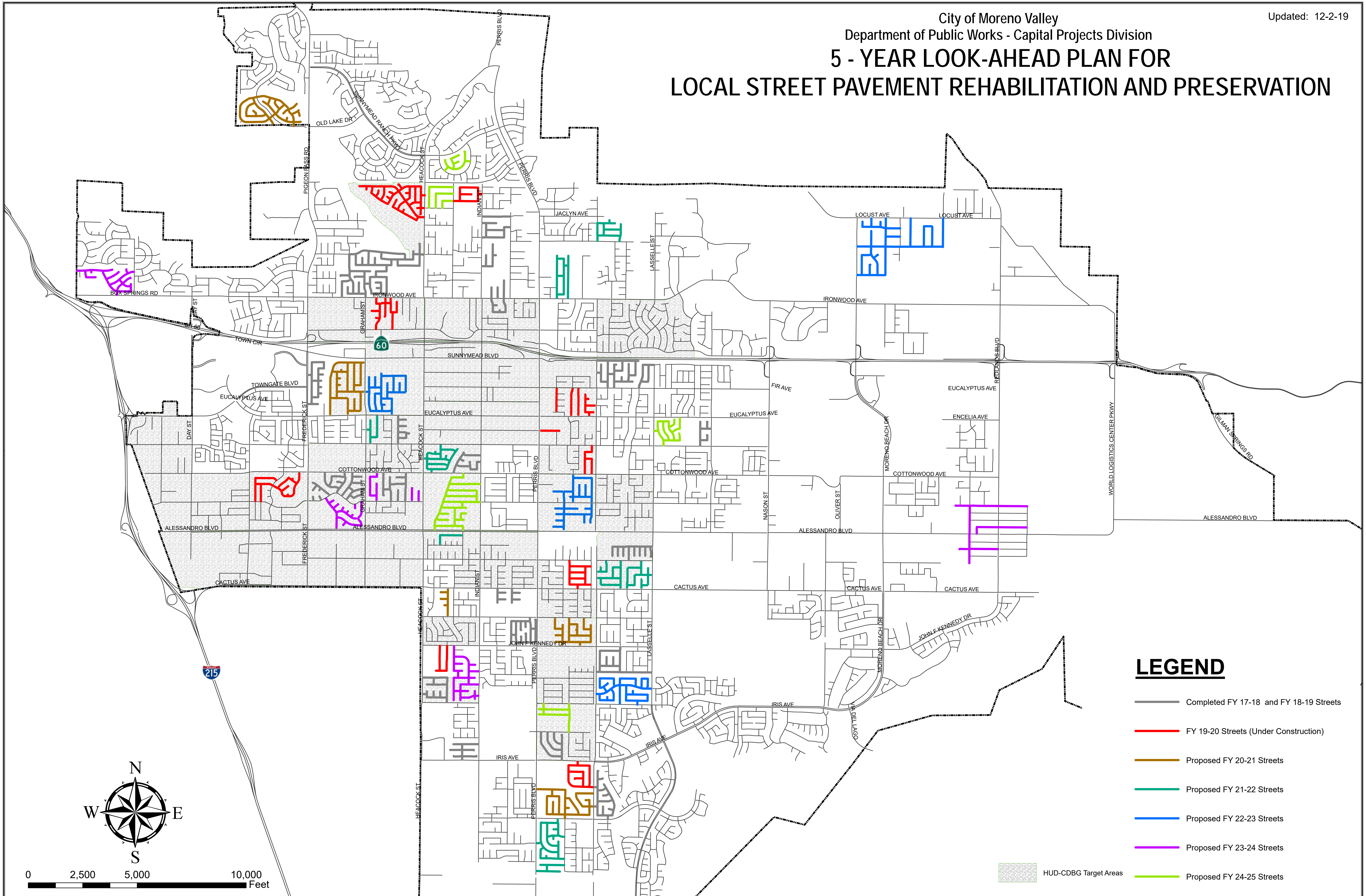
-  Proposed FY 20-21 Preservation Streets
-  Proposed FY 21-22 Preservation Streets
-  Proposed FY 22-23 Preservation Streets
-  Proposed FY 23-24 Preservation Streets
-  Proposed FY 24-25 Preservation Streets

5-YEAR PLAN FOR PAVEMENT REHABILITATION

-  Proposed FY 20-21 Rehab Streets
-  Proposed FY 21-22 Rehab Streets
-  Proposed FY 22-23 Rehab Streets
-  Proposed FY 23-24 Rehab Streets
-  Proposed FY 24-25 Rehab Streets



5 - YEAR LOOK-AHEAD PLAN FOR LOCAL STREET PAVEMENT REHABILITATION AND PRESERVATION



Attachment: 5-Year Look-Ahead Plans (3848 : PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD PLAN UPDATE)



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: December 17, 2019

TITLE: CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR PRO TEM

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

SUMMARY

The City Council shall meet annually in December to choose one of its members as Mayor Pro Tem. The Mayor Pro Tem shall be installed, sworn and shall assume the office at that City Council meeting.

DISCUSSION

Section 4.1.3 of the Rules of Procedure provides that nominations for the office Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Appointment shall be made by three or more affirmative votes on a motion to appoint. In the event that no person receives three or more votes in the selection process, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees. If, upon repeating the selection process Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

The new Mayor Pro Tem, shall serve until the next meeting scheduled for selection of the Mayor Pro Tem in December 2020.

ALTERNATIVES

1. Conduct the reorganization of the City Council by selecting a Mayor Pro Tem.
2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

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

ATTACHMENTS

None

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	12/12/19 4:32 PM
City Manager Approval	<u>✓ Approved</u>	12/12/19 5:21 PM