



**CITY OF EASTVALE
CITY COUNCIL REGULAR MEETING AGENDA**

**Rosa Parks Elementary School
13830 Whispering Hills Drive, Eastvale, CA 92880
Wednesday, March 9, 2016, at 7:00 P.M.**

City Council

Ike Bootsma, Mayor
Joseph Tessari, Mayor Pro Tem

Councilmembers

Bill Link; Clint Lorimore; Adam Rush

Michele Nissen, City Manager
John Cavanaugh, City Attorney
Marc Donohue, City Clerk

1. CALL TO ORDER

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

Invocation led by Pastor Sam Tanner with Life Church.

3. CLOSED SESSION

3.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title – City Manager
Government Code Section 54957 (b)(1)

3.2 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)
Name of case: City of Eastvale v. County of Riverside, et al.
Riverside Superior Court Case No. RIC1513629

3.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9
Number of potential case(s): One

4. PRESENTATIONS/ANNOUNCEMENTS

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

4.1 Public Safety Commission Update

5. STUDENT LIAISON REPORT

5.1 Update by Student Liaison Julia Sung

6. PUBLIC COMMENT

This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor’s, City Council’s and staff’s ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Although voluntary, we ask that you fill out a “Speaker Request Form”, available at the side table. The completed form is to be submitted to the City Clerk prior to being heard. Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.

7. CONSENT CALENDAR

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to two (2) minutes each with a maximum of (6) minutes.

7.1 City Council Meeting Minutes

RECOMMENDATION: Approve the minutes from the regular meeting held on February 24, 2016 and the special meeting held on February 29, 2016.

7.2 Eastvale Connection

RECOMMENDATION: Receive and file.

7.3 Approval of Final Map for Tract No. 32821 – KB Homes – SWC of Scholar Way and 58th Street

RECOMMENDATION: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE FINAL MAP FOR SUBDIVISION NO. 32821 (PROJECT 10-0124)

8. PUBLIC HEARINGS - None

9. CITY COUNCIL BUSINESS

9.1 Human Resources Consultant Services

RECOMMENDATION: Approve a contract with HR Dynamics & Performance Management, Inc. for Human Resources Consultant Services.

9.2 Civic Center/Library Project Progress Update

RECOMMENDATIONS:

1. Direct staff to engage the County of Riverside Economic Development Agency (EDA) to assist with real property services for civic center/library site selection; and
2. Bring back a contract agreement with EDA for real estate services to the next City Council meeting.

9.3 Grant Writing Consultant Services

RECOMMENDATION: Approve a contract with California Consulting for grant writing and grant management services on a month to month, retainer basis.

9.4 Fire Station No. 31 Construction Status Update

RECOMMENDATION: Receive for verbal update.

9.5 City Council Meeting Time Change

RECOMMENDATION: Provide direction on possible meeting time change for City Council meetings.

10. CITY MANAGER/CITY STAFF REPORT

11. CITY COUNCIL COMMUNICATIONS

12. COMMITTEE REPORTS

- 12.1 League of California Cities
 - Executive Committee
 - Public Safety Committee
- 12.2 Southern California Association of Governments
- 12.3 Western Riverside Council of Governments
- 12.4 Riverside Transit Agency
- 12.5 Northwest Mosquito and Vector Control District
- 12.6 Riverside County Transportation Commission
- 12.7 Western Riverside County Regional Conversation Agency

13. ADJOURNMENT

The next regular meeting of the Eastvale City Council will be held on March 23, 2016 at 7:00 p.m. at Rosa Parks Elementary School, 13830 Whispering Hills Drive, Eastvale, CA 92880.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City of Eastvale. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

I, Marc Donohue, City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted seventy-two (72) hours prior to the meeting, per Government Code 54954.2, at the following locations: City Hall, 12363 Limonite Ave. Suite 910; Rosa Parks Elementary School, 13830 Whispering Hills Drive; Eastvale Library, 7447 Scholar Way; and on the City's website (www.eastvaleca.gov)

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EASTVALE
Wednesday, February 24, 2016
6:30 P.M.
Rosa Parks Elementary School
13830 Whispering Hills Drive, Eastvale, CA 92880

1. **CALL TO ORDER** – 6:36 p.m.
2. **ROLL CALL/PLEDGE OF ALLEGIANCE/INVOCATION**

Councilmembers present: Link, Lorimore, Rush, Tessari, Bootsma
Councilmembers absent:

Staff present: City Manager Nissen, City Attorney Cavanaugh, Police Chief Horton, Battalion Chief Scribner, Interim Finance Director Riley, Manager of Public Works Alvarez, City Engineer Indrawan, Public Information Officer McClister and City Clerk Donohue

The invocation was led by Pastor Dennis Morales with Calvary Chapel Eastvale.

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

3. **CLOSED SESSION**
 - 3.1 **CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**
(Subdivision (a) of Section 54956.9)
Name of case: City of Eastvale v. County of Riverside, et al.
Riverside Superior Court Case No. RIC1513629

City Attorney Cavanaugh stated that there was no reportable action.

4. **PRESENTATIONS/ANNOUNCEMENTS**
 - 4.1 **Eastvale Community Foundation Update**

Sharyn Link, Executive Director of the Eastvale Community Foundation, provided an update.

Councilmembers discussed the update and staff answered related questions.
5. **STUDENT LIAISON REPORT** - None
6. **PUBLIC COMMENT**

Patti Durham, resident, expressed her concern for traffic safety at Aldergate Drive and Hellman Avenue.

Councilmembers discussed the comments made by Ms. Durham and staff answered related questions.

7. CONSENT CALENDAR

7.1 City Council Meeting Minutes

RECOMMENDATION: Approve the minutes from the joint workshop meeting held on February 10, 2016 and the regular meeting held on February 10, 2016.

7.2 Warrant Register

RECOMMENDATION: Approve the payment of warrants as submitted by the Finance Department.

7.3 Treasurer's Report – Quarter Ended December 31, 2015

RECOMMENDATION: Receive and file the City Treasurer's Report.

7.4 Planning Department Update

RECOMMENDATION: Receive and file.

7.5 Public Works Department Update

RECOMMENDATION: Receive and file.

7.6 Eastvale Connection

RECOMMENDATION: Receive and file.

Motion: Moved by Councilmember Lorimore, seconded by Mayor Pro Tem Tessari to move the consent calendar.

Motion carried 5-0 with Councilmember Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

8. PUBLIC HEARINGS - None

9. CITY COUNCIL BUSINESS

9.1 Bicycle Master Plan

RECOMMENDATION: Adopt the City of Eastvale Bicycle Master Plan.

Manager of Public Works Alvarez and John Holloway, KTUA, summarized the staff report and made a presentation.

Councilmembers discussed the item and staff answered related questions.

Julie Rust, resident, expressed her concern for traffic safety on Schelisman Road between Sumner Avenue and Harrison Avenue.

Cindy Quach, resident, expressed her concern for bicycle safety on Citrus Street, north of Eastvale Community Park.

Motion: Moved by Councilmember Rush, seconded by Mayor Pro Tem Tessari to move the recommended action.

Motion carried 5-0 with Councilmember Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

9.2 Landscaping and Lighting Maintenance Districts and Benefit Assessment District No. 2014-2

RECOMMENDATION: Adopt the following resolutions:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ANNUAL REPORT FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS NO. 89-1 CONSOLIDATED, NO. 2014-1, NO. 2014-3 AND NO. 2014-4 FOR FISCAL YEAR 2016/17; and
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ANNUAL REPORT FOR BENEFIT ASSESSMENT DISTRICT NO. 2014-2 FOR FISCAL YEAR 2016-17

Interim Finance Director Riley summarized the staff report.

Councilmembers discussed the item and staff answered related questions.

Motion: Moved by Councilmember Rush, seconded by Councilmember Link to move the commended actions.

Motion carried 5-0 with Councilmember Link, Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

10. CITY MANAGER/CITY STAFF REPORT

City Manager Nissen discussed her recent meeting with HDL and noted that the City saw a 13% increase in sales tax revenue for a second quarter in a row. She discussed the upcoming Every 15 Minutes Program, Read Across America event and fellowship program at WRCOG that may provide funding for an intern at the City of Eastvale. She noted that the Beyond Initiative application with WRCOG has been approved. She noted that this year's National Night Out will be hosted in the City of Norco. She discussed the upcoming budget workshops on March 9th and March 23rd.

Police Chief Horton noted that within the 90 days since the motor officer has started, the City has seen a 33% reduction in the number of injury traffic collisions in the City

City department heads provided an update on current projects in their departments.

Councilmember Lorimore suggested that the City Council consider passing a resolution to oppose the installation of new poles and new overhead 66kV sub transmission power lines by Southern California Edison. It was decided that the City Council would hold a special meeting on Monday, February 29th at 5:00 p.m. in Eastvale City Hall to consider the resolution.

11. CITY COUNCIL COMMUNICATIONS

Councilmember Lorimore discussed a recent meeting with Congressman Calvert, Mayor Bootsma, and City Manager Nissen.

Mayor Pro Tem Tessari noted that he will be reading at Eastvale Elementary for the Read Across America event.

Councilmember Link discussed a recent accident at Harrison Avenue and Chandler Avenue. He asked staff to look into installing flashing lights at that intersection.

Councilmember Rush noted that the closure of the 91/71 freeways went well. He noted that the I-15 corridor project is moving forward.

Mayor Bootsma encouraged the community to participate the Every 15 Minute Program. He requested that changing the start time of City Council meetings to 7:00 p.m. be brought to the City Council at a future meeting.

12. COMMITTEE REPORTS

12.1 League of California Cities
- Executive Committee

- Public Safety Committee

No report.

12.2 Southern California Association of Governments

Councilmember Lorimore provided a report.

12.3 Western Riverside Council of Governments

No report.

12.4 Riverside Transit Agency

No report.

12.5 Northwest Mosquito and Vector Control District

Councilmember Link provided a report.

12.6 Riverside County Transportation Commission

No report.

12.7 Western Riverside County Regional Conversation Agency

No report.

12.8 Special Events

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:49 p.m.

Submitted by Marc Donohue, City Clerk

Reviewed and edited by Michele Nissen, City Manager

Respectfully submitted,

Marc Donohue, City Clerk

MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
OF THE CITY OF EASTVALE
Wednesday, February 29, 2016
5:00 P.M.
Eastvale City Hall
12363 Limonite Avenue, Suite 910, Eastvale, CA 91752

1. **CALL TO ORDER** – 5:02 p.m.

2. **ROLL CALL/PLEDGE OF ALLEGIANCE**

Councilmembers present: Lorimore, Tessari, Link, Bootsma
Councilmembers absent: Rush

Staff present: City Manager Nissen, City Attorney Cavanaugh, City Engineer Indrawan,
Recording Secretary Wuence

Mayor Bootsma led the Pledge of Allegiance.

3. **PUBLIC COMMENT** - None

4. **CITY COUNCIL BUSINESS**

4.1 Circle City Substation and Mira Loma-Jefferson 66 Kilovolt Subtransmission
Line Project

RECOMMENDATION: Adopt a Resolution entitled:

OPPOSITION TO INSTALLATION OF NEW POLES AND NEW OVERHEAD
66kV SUBTRANSMISSION POWER LINE BY SOUTHERN CALIFORNIA
EDISON (SCE) – CIRCLE CITY SUBSTATION AND MIRA LOMA-
JEFFERSON 66kV SUBTRANSMISSION LINE PROJECT (A.15-12-007)

City Manager Nissen presented the staff report and provided background
information on the project.

Councilmembers discussed the item and staff answered related questions.

Charlene Albers-James, resident, stated that she purchased her home off of
Hellman and Schleisman and has built a pool along with other upgrades. She
stated that she would not have purchased a home in Eastvale if she had been told
that SCE would install new overhead poles and power lines.

Christian DaCosta, resident, noted several concerns regarding the SCE project, including the misleading photos provided in the Southern California Edison flyer, environmental impacts for residents, and inquired about filing an injunction.

Dickie Simmons, resident, noted that residents on the west side of Eastvale had not been properly noticed by Southern California Edison. He stated that the electromagnetic fields at American Heroes Park caused static electricity and residents, including children, get shocked when touching their chairs. He stated that he bought a home in Eastvale because as a new community the utilities would be underground.

President of Avonlea Homeowners Association noted that the notices and deadlines provided to residents by SCE are very confusing for residents and believes this is intentional to minimize opposition to SCE projects.

Several present residents shared their opposition to the installation of new overhead poles and power lines and noted that they are in favor of the resolution.

Motion: Moved by Mayor Pro Tem Tessari, seconded by Councilmember Link to approve the recommended action.

Motion carried 4-0-1 with Councilmembers Lorimore, Link, Mayor Pro Tem Tessari and Mayor Bootsma voting aye and Councilmember Rush absent.

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:38 p.m.

*Submitted by Margo Wuence, Recording Secretary
Reviewed and edited by Michele Nissen, City Manager*

Respectfully submitted,

Marc Donohue, City Clerk

EASTVALE CONNECTION



March 4, 2016

MEETING SCHEDULE:

Eastvale Budget Workshops

- ➔ Wednesday, March 9 @ 5:00 p.m.
- ➔ Wednesday, March 23 @ 5:00 p.m.

Eastvale City Council Meetings

- ➔ Wednesday, March 9 @ 7:00 p.m.
- ➔ Wednesday, March 23 @ 7:00 p.m.

Eastvale Planning Commission Meeting

- ➔ Wednesday, March 16 @ 6:00 p.m.

Eastvale Public Safety Commission Meeting

- ➔ Tuesday, March 22 @ 6:00 p.m.

Meetings held at:
Rosa Parks Elementary
School
13830 Whispering Hills Dr.
Eastvale, CA 92880

UPCOMING EVENTS:

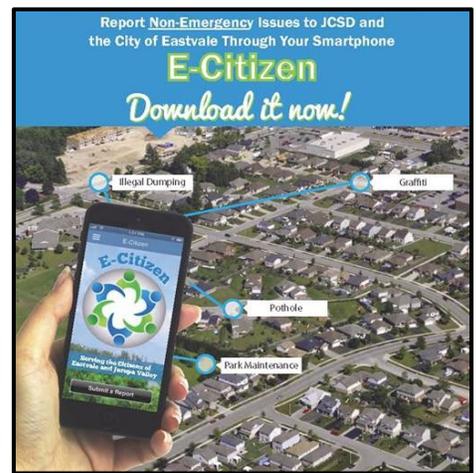
- ◆ **March 5th** – Eastvale Little League Opening Day and Parade at Harada Heritage Park beginning at 10:00 a.m.
- ◆ **March 5th** – Spring Reading Program Kickoff at the Eastvale Library at 10:00 a.m.
- ◆ **March 12th** – Moonlight Cinema: “Remember the Titans” at Orchard Park beginning at Dusk
- ◆ **March 19th** – Used Oil and Filter Exchange Event at Auto Zone from 9:00 a.m. – 12:00 p.m.
- ◆ **March 23rd** – SBDC Open for Business / Demystifying Business Expenses Workshop at New Day Church from 9:00 a.m. – 11:30 a.m.
- ◆ **March 23rd** – WRCRWA Treatment Plant Tour from 6:00 p.m. – 7:30 p.m.
- ◆ **March 28th** – JCSD Blood Drive at the Eastvale Community Center from 2:00p.m. – 8:00 p.m.
- ◆ **April 5th** – 5th Annual State of the City Address at the Eastvale Community Center at 7:00p.m.

Visit the city's website for additional information regarding these and future events.



Stay Informed

Sign up for **E-Notify** to receive the latest information about community events, press releases, city council meetings and more directly to your inbox!



E-citizen is a free and simple way to report **NON-EMERGENCY** issues within the boundaries of JCSD's service area and the City of Eastvale such as:

- Code Enforcement (Eastvale boundaries)
- Graffiti (JCSD Service Area)
- Illegal Dumping (Eastvale boundaries)
- Park Maintenance (JCSD Parks Territory)
- Potholes (Eastvale boundaries)
- Water (leaks, flooding, etc.)
- And so much more!

Visit www.bitly.com/ECitizen for additional information



12363 Limonite Ave. Ste. 910, Eastvale, CA 91752

City Hall is open Monday- Thursday from 7:30 a.m.- 5:30 p.m. City Hall is closed on Fridays.

T: (951)361-0900 **F:** (951) 361-0888 **E:** info@eastvaleca.gov **W:** www.eastvaleca.gov



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 7.3

DATE: MARCH 9, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOE INDRAWAN, CITY ENGINEER

SUBJECT: APPROVAL OF FINAL MAP FOR TRACT NO. 32821 – KB HOMES – SWC OF SCHOLAR WAY AND 58th STREET

RECOMMENDATION: ADOPT A RESOLUTION ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE FINAL MAP FOR SUBDIVISION NO. 32821 (PROJECT 10-0124)

BACKGROUND

Staff has reviewed and recommends approval of Final Map for Tract No. 32821 consisting of 15.73-gross acre with 11 residential condominium lots and 2 lettered lots dedicated as right-of-way. This Final Map has been examined and checked for compliance with City of Eastvale ordinances and the State of California Subdivision Map Act. The City Engineer has checked the Final Map for substantial compliance with the Tentative Subdivision Map 32821 approved on June 23, 2009 and is the last of two subdivisions of the tentative map.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. All of the bonds and insurance required under this agreement have been satisfactorily provided. Public Rights-of-Way and Public Easements are included for dedication. An acceptable Soils Report required by the Subdivision Map Act has also been provided, and the monuments shown on the Final Map will be set and field checked by the project surveyors. All Conditions of Approval have been satisfied or will be satisfied upon completion of the improvements required and secured within the Subdivision Improvement Agreement and associated bonds.

DISCUSSION

Tentative Map 32821 was approved with conditions by the County of Riverside on June 23, 2009 and is located between Limonite Avenue (to the south) and 58th Street (to the north) and access will be provided by Primrose Road and Scholar Way, through Limonite Lane to the south through Tract 32821-1, and Sugarloaf Drive through Tract 31252 to the west. Tract 32821 is the last phase of improvement within the tentative map, and is approximately the northern half of the tentative map. Improvements associated with this phase include the construction of Scholar Way (half street) across the eastern frontage of the tract map and the associated water, sewer, and drainage improvements. The internal streets and utilities will be privately maintained by Home Owners Association (HOA). This project has been graded and KB Home is planning to construct this tract's improvements during this year. KB Home has also submitted building plans for the production and model units to the City and anticipates pulling permits in the coming months. Jurupa Community Services District will own, operate and maintain the water and sewer systems, and provide administrative and maintenance



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 7.3

services for the landscape maintenance and street lighting within the project outside of the private improvements.

FISCAL IMPACT

Maintenance of landscaping and street lighting is being paid for, at first, by the developer and eventually by the HOA that takes responsibility of this tract. There will be no impact to the General Fund, other than normal maintenance cost for public streets and facilities after project acceptance. Long term maintenance of the streets and appurtenances is the City's obligation and funding from Gas Tax and Measure A (maintenance) will be used to meet this obligation.

ATTACHMENTS:

1. Resolution 16-XX
2. Exhibit 'A' Vicinity Map and Location Map

Prepared by: Joe Indrawan, City Engineer
Reviewed by: John Cavanaugh, City Attorney
Reviewed by: Michele Nissen, City Manager

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE FINAL MAP FOR SUBDIVISION NO. 32821 (PROJECT 10-0124)

BE IT RESOLVED AND ORDERED, that the City Council of the City of Eastvale pursuant to Government Code Section 66458, hereby approves the Final Map for Subdivision No. 32821, a copy of which is hereby attached and made part of this Resolution; submitted at the Eastvale City Council meeting in connection with KB Home Costal Inc., a California Corporation;

BE IT FURTHER RESOLVED AND ORDERED, that the City Council of the City of Eastvale herby approves the Subdivision Agreement for Subdivision No. 32821 with KB Home and authorizes the Mayor to sign the agreement on behalf of the City Council.

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016.

Ike Bootsma, Mayor

APPROVED AS TO FORM:

ATTEST:

John E. Cavanaugh, City Attorney

Marc Donohue, City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Marc Donohue, City Clerk of the City Council of the City of Eastvale, California, do hereby certify that the foregoing City Council Resolution, No. 16-XX, was duly adopted by the City Council of the City of Eastvale, California, at a regular meeting thereof held on the 9th day of March, 2016, by the following vote, to wit:

AYES:

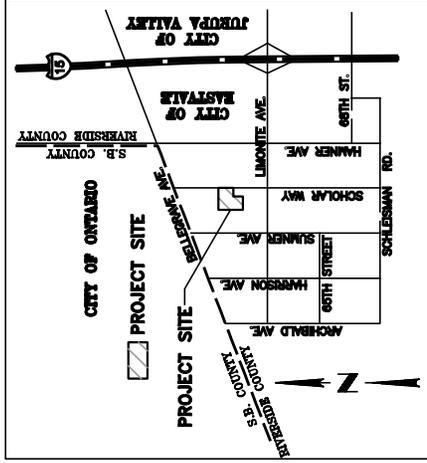
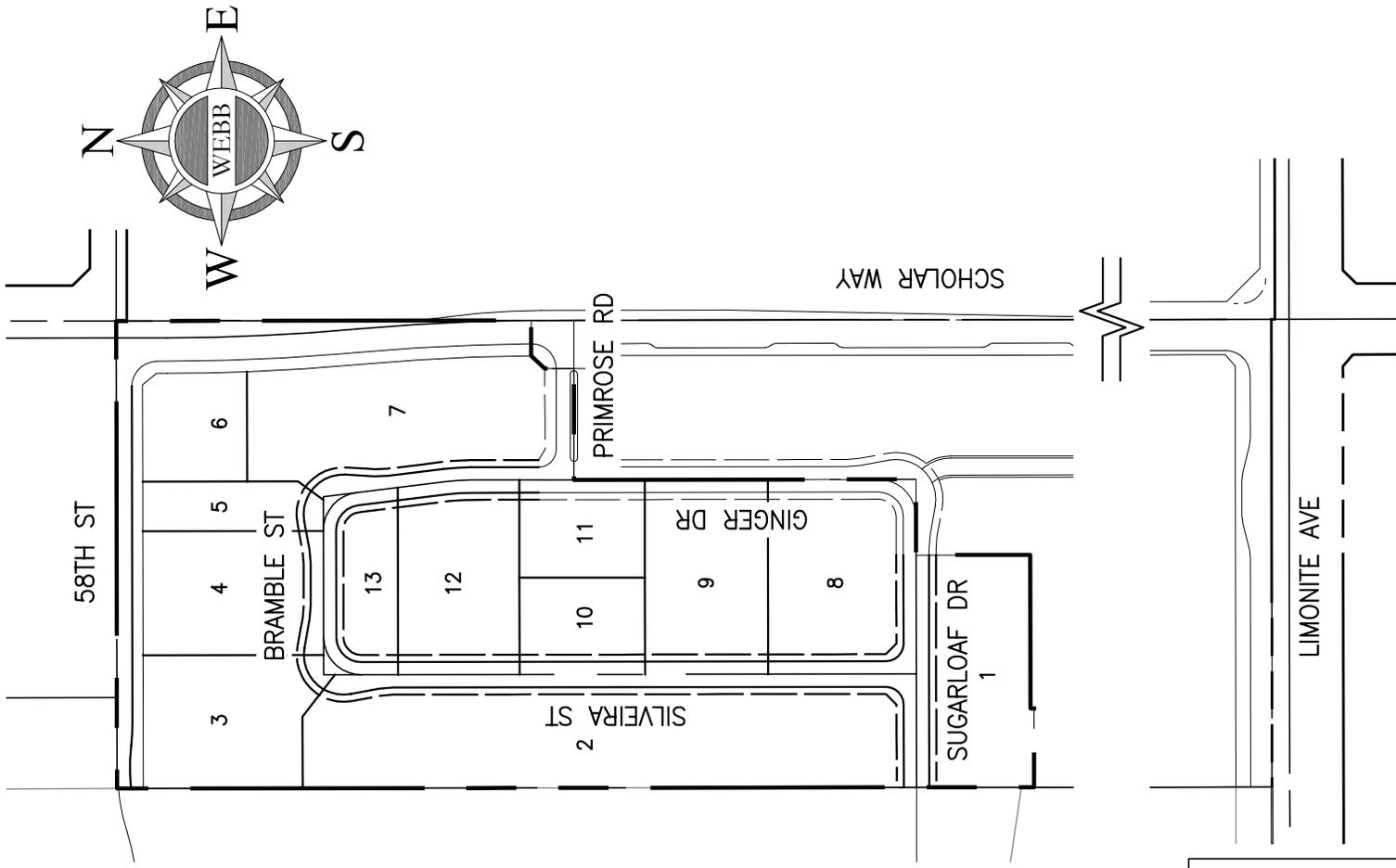
NOES:

ABSENT:

ABSTAIN:

Marc Donohue, City Clerk

EXHIBIT A



W.O. 2013-0204

ENGINEERING CONSULTANTS
3788 MCCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

WEBB

A L B E R T A .
A S S O C I A T E S

SHEET

1

OF 1 SHEETS



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.1

DATE: MARCH 9, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHELE NISSEN, CITY MANAGER

SUBJECT: HUMAN RESOURCES CONSULTANT SERVICES

RECOMMENDATION: APPROVE A CONTRACT WITH HR DYNAMICS & PERFORMANCE MANAGEMENT, INC. FOR HUMAN RESOURCES CONSULTANT SERVICES

BACKGROUND

Human Resource Management (HRM, or HR) is a function in organizations designed to maximize employee performance in service of an employer's strategic objectives. HR is primarily concerned with the management of people within organizations, focusing on policies and systems. Within this environment, HR is responsible for a variety of roles including the day-to-day functions that deal with the needs and activities of the organization's people including: recruiting, hiring, training, organizational development, communication, performance management, coaching, policy development and administration, salary and benefits, team building, employee relations, safety, risk management, leadership and records management.

The HR function is responsible for all of the processes and systems related to people in an organization. The role must support the work of managers who supervise and lead the work of their employees, as well as assist in developing the skills of their managers and their organization to perform these activities well.

The role of HR has significantly changed in the last twenty-five years due to legislative and regulatory mandates from state and federal government which requires careful implementation, training, and ongoing monitoring for compliance.

DISCUSSION

The City of Eastvale incorporated on October 1, 2010 with minimal staffing. Since incorporation, the City staffing levels have modestly and conservatively grown to include eleven city staff and approximately twenty contract staff. This staffing model has allowed the City to operate in a very efficient and conservative method, flexing staffing up and down to meet the needs of the development community and constituents.

Now that City operations are more mature, it is critical to ensure that the HR role and responsibility is congruent with the growing and changing needs of the organization. Organizations today operate in a very diverse and dynamic environment with a multi-generational workforce. This diverse and dynamic working environment requires a high level of HR expertise and knowledge that can no longer be met with the resources available at City Hall.



CITY OF EASTVALE CITY COUNCIL STAFF REPORT

ITEM 9.1

HR is a critical foundational element to a productive and healthy organization. The lack of appropriate HR guidance and oversight in all facets can create a liability for any organization.

Staff has performed significant research to determine the best delivery model for HR services. Staff engage various organizations such as Keenan & Associates and MuniTemps as well as sought referrals for contract services from other local City Managers. Keenan & Associates currently provides assistance with benefits administration which they will continue to do however; they were not able to meet the current HR needs of the organization. MuniTemps provided several resumes for review however; they required a minimum of twenty hours per week. HR Dynamics & Performance Management, Inc. was a referral from a local City Manager and staff at Keenan & Associates.

On February 24, 2016, City staff met with HR Dynamics & Performance Management, Inc. The organizational needs were discussed and it was determined that HR Dynamics & Performance Management, Inc. will be able to provide the HR services needed to address state and federal compliance, HR records management, as well as the services listed above.

Staff recommends contracting with HR Dynamics & Performance Management, Inc. to provide contract services for HR management.

FISCAL IMPACT

The Consultant(s) shall provide services at the rate of \$125.00 per hour. Travel time shall be billed at \$75.00 per hour, and mileage at the standard IRS rate of .54 per mile. It is anticipated that initial services (see timeline) will entail approximately 12-16 hours per week for 26 weeks (6 months).

Hours:

- 12 hours x 26 weeks = 312 Hours @ 125.00 per hour = \$39,000
- 16 hours x 26 weeks = 416 Hours @ 125.00 per hour = \$52,000

Travel:

- 39 trips x 1 hour per trip = 39 hours x \$75.00 per hour = \$2,925

Mileage:

- 30 miles x 39 trips = 1170 x .54 per mile = \$631.80

Total: Total costs not to exceed \$55,556.80

This item was not included in the budget for fiscal year 15/16. HR Consultant: Account No. 100-220-6495 Personnel - Contractual services

STRATEGIC PLAN IMPACT - None

ATTACHMENT

1. Professional Services Agreement
2. Proposal and scope of work - HR Dynamics & Performance Management, Inc.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this January 12, 2015 by and between the City of Eastvale ("City") and HR Dynamics and Performance Management, Inc. ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on March 9, 2016 and continuing thereafter through September 9, 2016, or unless sooner terminated by the parties as set out in Section 13 below.

SECTION 2. SCOPE OF SERVICES.

Subject to the terms of this Agreement, Consultant shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel and resources to provide all professional services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT in accordance with the fees and costs identified in Exhibit "A"; provided, however, that total costs shall not exceed \$55,556.80 during the term of this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee.

(c) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (d). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(d) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(e) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(f) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

SECTION 4. OWNERSHIP OF DOCUMENTS.

All documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY.

SECTION 5. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor, and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 6. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 7. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 8. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 9. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 10. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT

agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 11. INSURANCE.

E. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

B. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

C. Commercial General
Automobile Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

D. Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

E. All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after

thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City Manager or designee, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager or designee may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

Variation. City Manager or designee may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 12. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 13. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subconsultants.

SECTION 14. TERMINATION OF AGREEMENT.

(d) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(e) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(f) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(g) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 3 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 3 of this AGREEMENT.

SECTION 15. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 16. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the SECTION 2 "SCOPE OF SERVICES" shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 17. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:
Michele Nissen, City Manager
City of Eastvale
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To CONSULTANT:
Rhonda D. Strout-Garcia, Principal Consultant
461 Green Orchard Place
Riverside, CA 92506

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 18. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

The City Council has authorized the undersigned to execute this AGREEMENT.

SECTION 19. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 20. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 21. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 22. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside.

SECTION 23. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 24. ENTIRE AGREEMENT.

This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 25. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF EASTVALE

CONSULTANT:

By _____
Ike Bootsma, Mayor

By _____
Rhonda D. Strout-Garcia

ATTEST:

Marc Donohue, City Clerk

APPROVED AS TO FORM:

John Cavanaugh, City Attorney

PROPOSAL FOR PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES

CITY OF EASTVALE



Presented to:

**Michele Nissen, City Manager
February 24, 2016**



HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

Rhonda D. Strout-Garcia, Principal Consultant

Henry T. Garcia, Principal Consultant

Ph. 951.905.0025

Ph. 951.999.1617

Premier Management Consulting Services Customized to Meet the Client's Needs

**PROPOSAL FOR PROFESSIONAL
HUMAN RESOURCES CONSULTING SERVICES**

CITY OF EASTVALE



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February 24, 2015

Ms. Michele Nissen, City Manager
City of Eastvale
12363 Limonite Ave. Ste. 910
Eastvale, CA 91752

Dear Ms. Nissen:

It was a pleasure meeting with you, and thank you for taking the time to share information about the City, its background and current structure. HR Dynamics & Performance Management is pleased to submit a proposal in response to the City's need for professional Human Resources Consulting services.

HR Dynamics has been in business since 2002, and has provided various Human Resources and organizational development services to numerous public, private and non-profit clients. Recent clients include Mission Springs Water District, City of Calimesa, City of Covina, City of Cudahy, City of Laguna Niguel, City of Lynwood, and City of Stockton.

The Consultants are seasoned and accomplished public sector professionals with over 60 years combined experience in Human Resources and Municipal Management. Both have taught graduate and under graduate classes at California State University San Bernardino, and through University of California Extension.

With a unique customized approach to client services, HR Dynamics & Performance Management has prepared a comprehensive proposal in order to effectively evaluate the City's Human Resources function, and to provide assistance with the City's employee relations function.

If you have any questions, please do not hesitate to contact me at 951.905.0025 or via email at r_strout34@msn.com. It would be a pleasure to be of assistance to you and the City of Eastvale.

Sincerely,

Rhonda D. Strout-Garcia,

Rhonda D. Strout-Garcia
Principal Consultant,
HR Dynamics & Performance Management, Inc.



PROPOSAL FOR PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES

CITY OF EASTVALE

HR Dynamics & Performance Management, Inc. is pleased to provide the City of Eastvale with a proposal for professional Human Resources consulting services.

THE HUMAN RESOURCES FUNCTION

The new role of Human Resources must parallel the needs of progressive and changing organizations. Successful organizations are becoming more adaptable, resilient, quick to change direction, and customer-centered. They recognize that organizations will vie for talent in coming years. This recognition brings about the need for employee oriented workplaces and programs that meet the needs of employees for meaningful work, growth, challenge, communication and effective leadership. Human Resources is tasked with providing a key internal service, or core corporate function.

Within this environment, Human Resources is responsible for new roles including strategic partner and change mentor. At the same time, Human Resources has responsibility for the day-to-day functions that deal with the needs and activities of the organization's people including: recruiting, hiring, training, organizational development, communication, performance management, coaching, policy development and administration, salary and benefits, team building, employee relations, safety, risk management, leadership.

The Human Resources function bears responsibility for all of the processes and systems related to people in an organization. The role must support the work of managers who supervises and lead the work of these people, and assist in developing the skills of their managers and their organization to do these activities well.

*The Human Resources function has also changed dramatically in the last 20 years relative to **ever increasing legislation and regulatory mandates** which require careful implementation and vigilant monitoring for compliance.*

BACKGROUND

The City of Eastvale is a relatively new City, incorporated in 2010. During its short existence, the City has experienced change in its leadership with at least three (3) individuals serving in the City Manager role in the past five (5) years. As a result, the work environment has experienced transition and increasing need for adaptability related to varying styles and expectations. During this time, the City has established the organizational structure and staffing levels to perform the work at hand for a growing City, including approximately ten (10) employees and twenty (20) contracted staff. The City has not had any regular dedicated Human Resources staffing allocated for this key function. The current City Manager has shared specific observations and areas of concern related to human resources and employee relations, requiring professional assistance.

A systematic and comprehensive assessment is recommended initially to evaluate the Human Resources function for the City of Eastvale. The evaluation will provide a framework for establishing priorities. Additionally, assistance with current employee relations issues is also recommended.

OBJECTIVES

A thorough assessment conducted by a skilled outside independent Human Resources professional will achieve the following outcomes:

- Provide an assessment of the City's compliance with regulatory requirements.
- Identify opportunities related to improvements in current methods and systems, service enhancements, best practices, and how current human resources challenges can be turned into opportunities.
- Provides findings, problem identification, and recommendations for the City Manager related to employee relations issues.
- Prioritize immediate needs, and assist with the implementation of agreed upon solutions.

METHODOLOGY

The Consultant will be on-site approximately one (1) day per week, in which to conduct interviews, perform auditing, and to make necessary observations, for the integration of data. Additionally, the Consultant will work remotely in developing reports and recommendations, and in providing tools/solutions.

TASK #1 – HUMAN RESOURCES AUDIT

STEP 1 – Start Project/Data Collection and Review

- A. Kick-Off - refine schedule, work plan, logistics.
- B. Gather and review data (written documents) to include, but not limited to:
 - Organization Chart
 - Policies and Procedures Manuals
 - Employee Handbook
 - Employee Benefits/Compensation Plans
 - Statistical Reports
 - Human Resources Budget
 - Job Descriptions and Salary Schedules
 - Hiring Stats/Turnover Stats
 - Exit Interview Summaries
 - Employee Complaints History/Nature/Resolution
- C. Preparation of customized interview questions and checklists for compliance/auditing.

STEP 2 – Human Resources Regulatory Compliance and Best Practices Assessment through meetings with staff and auditing of files/records utilizing customized and comprehensive compliance checklists. The following functional areas and content shall be included in the assessment:

A. EMPLOYMENT

1. Employment Application (ADA, Title VII)
2. Recruitment (EEO) – Procedures, Sources, Documentation
3. Recruitment Branding/Marketing
4. Selection (Merit Principles/Uniform Guidelines) – Panel Guidelines/Training/Composition Guidelines
5. Test Development – Validation/Reliability/Security of Test Material
6. Use of Standardized Rating Sheets/Scoring Methods
7. Affirmative Action Plan (if City has Federal Contracts)
8. Pre-Employment Process (Background/Reference Checking/ Verification of Degrees/Certifications, MVR Checks – H6 Form for Driving Positions)
9. Offer Letter
10. Post-Offer Drug Testing and Physical – Process and Compliance with Lanier Case – Selection of Occupational Clinic

11. E-Verify Utilization – Right to Work
12. Use of Temporary Agencies/Monitoring
13. Use of 1,000 Hour Employees/Monitoring
14. New Hire Checklist/Forms
15. New Hire Legally Mandated Forms
16. At-Will Employees/Use of Employment Contracts
17. I-9 Compliance/Current Form (Records Maintained from 1986-Present)
18. New Employee Orientation/Harassment/Discrimination Training/Safety Training
19. Employee Handbook – Updates/Communication/Records
20. Use of Independent Contractors – Test
21. EEO-1 Annual Reporting Compliance
22. Drug Free Workplace Act Compliance
23. Effective Use of Technology

B. ORGANIZATIONAL DEVELOPMENT

1. Performance Management System
2. Training Needs Assessment
3. Current Programs/Recordkeeping/Certificates of Completion
4. Supervisory/Leadership Development Training
5. Computer-based Training
6. Regular Diversity Training
7. Regular Customer Service Training
8. Regular Harassment Free Workplace Training
9. Education/Tuition Reimbursement Programs/Policies
10. Career Development/Mentoring/Coaching Programs
11. Team Building Facilitation
12. Partnerships with Local Schools/Universities
13. Internship Programs
14. Volunteer Programs
15. Youth Programs
16. Employee Recognition Programs
17. Workforce Planning/Succession Planning
18. Effective Use of Technology

C. EMPLOYEE/LABOR RELATIONS

1. Policies/Procedures – Updates/Communication/Records
2. Grievance and Complaints Process/Handling/Tracking/Recordkeeping– Harassment/ Discrimination/Other
3. Employee Discipline
4. Exit Interview/Exit Checklist
5. Unemployment Insurance Administration/Claims Processing

6. Centralized Guidance to Supervisors and Managers Regarding Employee Issues
7. Centralized Handling of ADA/Interactive Accommodation Process
8. Centralized Tracking/Reporting/Trend Analysis of Employee Relations Activities
9. Supervisory Training – Skelly Process/Disciplinary Templates/Documentation
10. Effective Use of Technology

D. CLASSIFICATION/COMPENSATION

1. Organizational Defined Compensation Philosophy/Policy Statement
2. Payroll Interface/Employee Transactions/Payroll Files
3. Payroll Calendar
4. Time Keeping
5. HRIS System Utilization/Effectiveness
6. Employee Paycheck Deductions
7. Established/Defined Workweek
8. FLSA Compliance – Exempt/Non-Exempt
9. Overtime Pay
10. Rest and Meal Breaks Compliance/Documentation
11. Pay Structure/Salary Schedule – Publically Available/Uniform Pay Ranges
12. Job Descriptions – ADA Compliant
13. Reclassification Policy/Process
14. Systematic Process for Maintenance of Classification/Compensation Plan
15. Merit Increase/COLA Process
16. Effective Use of Technology

E. BENEFITS MANAGEMENT

1. Open Enrollment Process
2. Comprehensive Benefit Package for Competitiveness
3. Annual Review of Benefit Costs for Effectiveness and/or Changes to Plan Designs or Providers
4. Leave Management/Notices/Recordkeeping – FMLA/CFRA/PDL/PFL
5. COBRA Notices/Recordkeeping
6. Health Care Reform Act Compliance
7. Employee Wellness Programs
8. Employee Discount Programs
9. Employee Optional Benefit Programs
10. Annual Mandated Benefit Notices
11. Summary Plan Descriptions Provided to Participants
12. Policy/Compliance with California’s New Sick Leave Law

13. CalPERS – Membership, Tiers, Hiring of Retired Annuitants/Board Member Optional Members (AESD-59 Forms)
14. Beneficiary Checklist
15. EAP Program
16. Lactation Room
17. Annual Total Compensation Employee Benefit Statements Effective Use of Technology

F. RECORDKEEPING REQUIREMENTS/DOCUMENTATION

1. Legal Posters (Title VII, Wage/Hour, OSHA, Polygraph, FMLA, Minimum Wage, etc.)
2. Personnel Files – Confidential, Content Compliant
3. Work Permits - Minors
4. Medical Files/Protected Health Information
5. Recordkeeping Requirements
6. Records Retention Schedule
7. Transparency Reports
8. Management Reports/Tools Provided by HR
9. Effective Use of Technology

G. SAFETY/SECURITY

1. Workers' Compensation Program
2. OSHA Compliance/Forms/Logs – Accident/Injury Reporting and Investigation/Follow-up Remediation
3. Workers' Compensation Files/Records
4. Return-to-Work Program
5. Safety Training Meetings/Records
6. Tagout/Lockout Program
7. Hearing Conservation Program
8. First Aid Procedures/Blood Borne Pathogens Training
9. Defensive Driver Training
10. Supervisory Training
11. Threats/Violence in the Workplace Policy/Training/Plan
12. Illness Injury Prevention Plan and Heat Illness Prevention Plan
13. DMV Pull Notice Program
14. Safety Sensitive Position Random Drug Testing Program
15. Effective Use of Technology

STEP 3 – Analyze Human Resources Operations and Develop Recommendations:

- A. Assess the need for on-going Human Resources staffing levels.
- B. Examine performance and workload data and service delivery levels.
- C. Analyze existing business practices in the context of best practices.
- D. Identify alternative service delivery options.
- E. Develop findings and recommendations.
- F. Prepare draft report.
- G. Meet with the City Manager to review draft report and recommendations.
- H. Finalize and present final report.

**TASK #2 – HUMAN RESOURCES/ EMPLOYEE
RELATIONS ASSISTANCE**

The approach to addressing employee relations matters will include interviews, auditing, observation, coaching/mentoring, teambuilding, and conflict resolution.

- A. Assist the City Manager with reviewing current employee issues, concerns, and complaints, in the context of current policy and procedures, and in order to recommend effective resolutions, including the refinement and/or clarification of policy.
- B. Recommend as necessary, the need for formal investigations, following in-take interviews and assessment.
- C. Assist the City Manager and Department Heads with performance management systems, approaches, forms, and documentation.
- D. Assist the City Manager with suggested employee morale enhancing activities and/or formal recognition programs.
- E. Assist the City Manager with Team Building, Conflict Resolution and Mediation services.

TIMELINE

The assessment (Task #1) is estimated to be completed in six (6) months, with approximately one (1) functional area reviewed per month. *

The employee relations support (Task #2) will begin with reviewing current employee issues, concerns, and complaints and assisting with the resolution of the same.

** It is noted that the assessment will generate recommendations and activities that will entail additional work activities/projects – related to the implementation of systems and processes – that will go beyond the six (6) month initial timeframe. It is therefore recommended that additional contract extensions remain an option.*

The Consultant will work with the City Manager to determine priority order of the tasks. The Consultant may recommend to the City Manager utilizing the Company's partner/co-consultant to assist with coaching, team building, conflict resolution and mediation services.

FEES

The Consultant(s) shall provide services at the rate of \$125.00 per hour. Travel time shall be billed at \$75.00 per hour, and mileage at the standard IRS rate of .54 per mile.

It is anticipated that initial services (see timeline) will entail approximately 12-16 hours per week for 26 weeks (6 months).

Hours:

12 hours x 26 weeks = 312 Hours @ 125.00 per hour = \$39,000

16 hours x 26 weeks = 416 Hours @ 125.00 per hour = \$52,000

Travel:

39 trips x 1 hour per trip = 39 hours x \$75.00 per hour = \$2,925

Mileage:

30 miles x 39 trips = 1170 x .54 per mile = \$631.80

Total:

Total costs not to exceed \$55,556.80

HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

HR Dynamics & Performance Management, Inc. brings you highly successful professionals who have extensive practical experience and outstanding records of achievement. Their work with organizations to improve effectiveness has resulted in promoting successful communication at all levels of the organization, developing problem-solving strategies, creating an energized and focused organization, and generating high productivity and efficiency. The consultants bring complementary strengths and backgrounds and offer a results-oriented approach to the organizations they work with.

RHONDA D. STROUT-GARCIA

Owner/Principal Consultant
461 Green Orchard Place
Riverside, CA 92506
951.905.0025
r_strout34@msn.com

HENRY T. GARCIA

Owner/Principal Consultant
461 Green Orchard Place
Riverside, CA 92506
951.999.1617

MAJOR AREAS OF EXPERTISE

- ✦ Executive Recruiting
- ✦ Conflict Resolution/Mediation
- ✦ Human Resources Compliance Audits
- ✦ Classification/Compensation Studies
- ✦ Recognition, Incentive, and Reward Programs
- ✦ Employee/Labor Relations Support – Grievance Resolution/Hearing Officer
- ✦ Policy, Procedure, and Employee Handbook Development
- ✦ Career and Outplacement Counseling
- ✦ Performance Evaluation Systems
- ✦ Organizational Assessments including Staffing and Structure, Effectiveness and Efficiency
- ✦ Executive and Supervisory Coaching
- ✦ Leadership Development and Transformation
- ✦ Team Building and Conflict Resolution
- ✦ Strategic Planning and Change Management
- ✦ Customer Service Assessments and Training
- ✦ System and Process Optimization
- ✦ City Council Goal Setting Workshops
- ✦ City Manager and Elected Official Evaluations
- ✦ Management Problem Solving
- ✦ Communication Skill Development
- ✦ Business and Economic Development Services



Partial Client List

(Client References Available Upon Request)

Municipalities

City of Banning *	City of La Puente *
City of Calexico *	City of La Verne *
City of Calimesa *	City of Lathrop *
City of Colton	City of Lynwood *
City of Corona	City of Ridgecrest *
City of Covina	City of Rio Vista *
City of Cudahy *	City of San Jacinto
City of Desert Hot Springs *	City of Stockton *
City of Duarte *	City of Victorville
City of Laguna Niguel	

City of Azusa Chamber of Commerce *
City of Colton Chamber of Commerce
City of San Jacinto Downtown Business Association

Law Firms

Law Firm of Best, Best and Krieger
Law Firm of Slovak, Baron, Empey, Murphy and Pinkney

Water Districts

East Valley Water District
Mission Springs Water District *
Mojave Water District
San Bernardino Municipal Water Department
Victor Valley Water District
West Valley Water District

Other

Child Advocates of San Bernardino County (CASA)
Children's Fund
Colton Unified School District
Contour Dermatology
Flint Management Group
Full Circle Home Loans/Vista Realty *
San Bernardino County Housing Authority
San Bernardino County Sheriff's Department - Crime Lab
Sublime MD, A Professional Medical Corporation
Tetra Tech (International)
Trans Tech
Vital Signing, Inc.

*** Strategic Planning Services provided to Agencies denoted above.**



HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

Consultant Biography

Rhonda D. Strout-Garcia, M.S.H.R.

Rhonda Strout-Garcia received her Master's Degree in Human Resources Management from Chapman University, and a Bachelor's Degree from Southern Illinois University in Workforce Education and Development. She is a graduate of the Leadership Riverside Program sponsored by the Greater Riverside Chambers of Commerce.

Rhonda's experience includes over 30 years of professional human resources experience in the public sector having served as Human Director for a large municipality, and over 15 years as a Human Resources Consultant/business owner serving public, private and non-profit entities. She served as an adjunct professor at California State University San Bernardino (CSUSB) and at the University of California – Riverside (UCR) Extension - teaching courses in Human Resources Management, and has been active in various professional associations.

Rhonda uses her broad background to help organizations achieve optimum organizational effectiveness. She has specific and extensive expertise in conducting organizational climate and staffing studies; evaluating and developing organizational structures, career ladders, salary plans, and job descriptions; conducting job audits and systems analysis for efficiency and effectiveness; developing recognition, incentive, and reward programs; performing career and/or outplacement counseling; reviewing and developing policies, procedures, and handbooks for compliance with federal and state laws relating to human resources; conducting interactive processes with injured workers; assessing organizational issues and developing interventions; and in identifying staff development needs to enhance team cooperation and communication.

Exceptionally organized and resourceful, Rhonda brings highly effective customized approaches to assessing organizational issues and concerns. She is effective at recommending viable solutions and in developing an action-oriented approach to achieving the organization's objectives.



HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

Consultant Biography

Henry T. Garcia, M.A.

Henry T. Garcia received his Bachelor's degree from the University of California, Riverside in Political Science, and his Master's degree from the University of California, Los Angeles, in Political Science. He is a graduate of Berkeley's Executive Institute of Public Policy, Harvard's Leadership and Strategic Planning Program, and University of Virginia's Public Policy Program. Henry is also a distinguished author of two major publications with the League of California Cities.

Henry's employment experience includes over 30 years of professional public administration, where he served as City Manager for the cities of Azusa, Colton, Rialto, and Moreno Valley, and worked in other managerial capacities for the cities of Fontana, Riverside, and San Jacinto. Mr. Garcia has served as a professor of public policy at California State University teaching a variety of undergraduate and graduate level courses.

With Henry's broad background, he serves as a consultant to cities and organizations in areas of Consensus Building, Strategic Planning and Goal Setting; City Manager and City Council Evaluation Process; Executive Coaching and Leadership Development; Team building and Conflict Resolution; Economic Development; and Management Problem Solving.

Using his exceptional interpersonal relationship skills and abilities, Henry has been highly successful in mentoring those in leadership positions including elected officials and staff, as well as working with teams to maximize performance and improve effective communication.



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.2

DATE: MARCH 9, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOE INDRAWAN, CITY ENGINEER

SUBJECT: CIVIC CENTER / LIBRARY PROJECT PROGRESS UPDATE

RECOMMENDATIONS:

- 1. DIRECT STAFF TO ENGAGE THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (EDA) TO ASSIST WITH REAL PROPERTY SERVICES FOR CIVIC CENTER / LIBRARY SITE SELECTION; AND**
 - 2. BRING BACK A CONTRACT AGREEMENT WITH EDA FOR REAL ESTATE SERVICES TO THE NEXT CITY COUNCIL MEETING**
-

BACKGROUND

On August 26, 2015, the City Council established the formation of a Library Subcommittee for the purpose of researching and investigating possible options and alternatives to co-locate a public library with future city hall on a site that can accommodate both facilities with sufficient parking.

DISCUSSION

Since the formation, the Library Subcommittee has met several times to explore ideas and discuss options. One of the meetings was with representatives from the County of Riverside Economic Development Agency (EDA), Ms. Suzanne Holland who is responsible for the County Library System, and Mr. Vincent Yzaguirre from the Real Estate Department. At this meeting the Subcommittee learned that the desirable net acreage required to accomplish the goal of co-locating a public library and a city hall for a city with a population similar to Eastvale, is between seven to ten acres.

During the most recent meeting, the Subcommittee discussed several potential sites and narrowed down the list to five (5) as shown below:

1. The Horse property, south side of Schleisman, west of Eastvale Elementary – 9.6 acres (gross)
2. Stratham property, southeast corner of Schleisman & Sumner – 9.2 acres (gross)
3. Harada property, south side of Limonite, west of Cloverdale Marketplace – 16.4 acres
4. Leal property – northwest corner of Limonite and Hamner – 10 acres
5. Chandler Street properties, north side of Chandler, west of Archibald – 10 acres (gross)



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.2

The Subcommittee desires that staff begin a selection process with these identified sites in the order listed. Due to the specificity and complexity of the task, staff believes the selection process needs specialized real estate services that the EDA can provide. The EDA has successfully assisted the City with the selection, negotiation and purchase of the project site for Fire Station 31 which is currently under construction.

If found favorable by the City Council, staff will engage EDA to provide real estate services including select, negotiate, and purchase a suitable site for the civic center. Staff will bring back the contract with EDA to the next Council meeting for approval.

FISCAL IMPACT - None

STRATEGIC PLAN IMPACT

Objective 4.6.1: Plan for a new library – Explore opportunities to include a City Library in the Civic Center plan

ATTACHMENT

1. Civic Center Site Locations

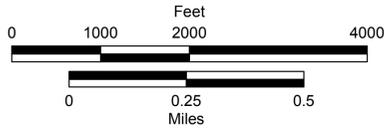
Prepared by: Joe Indrawan, City Engineer
Reviewed by: Michele Nissen, City Manager
John E. Cavanaugh, City Attorney

City of Eastvale

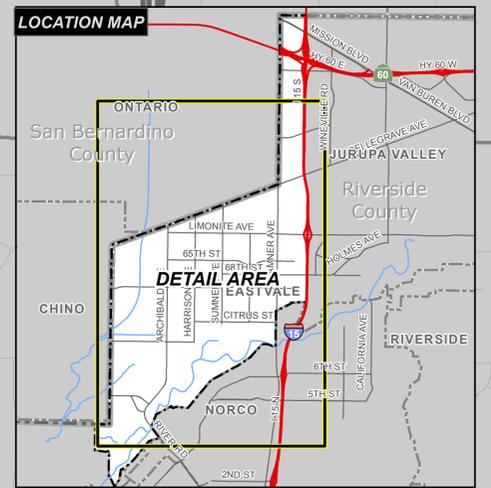
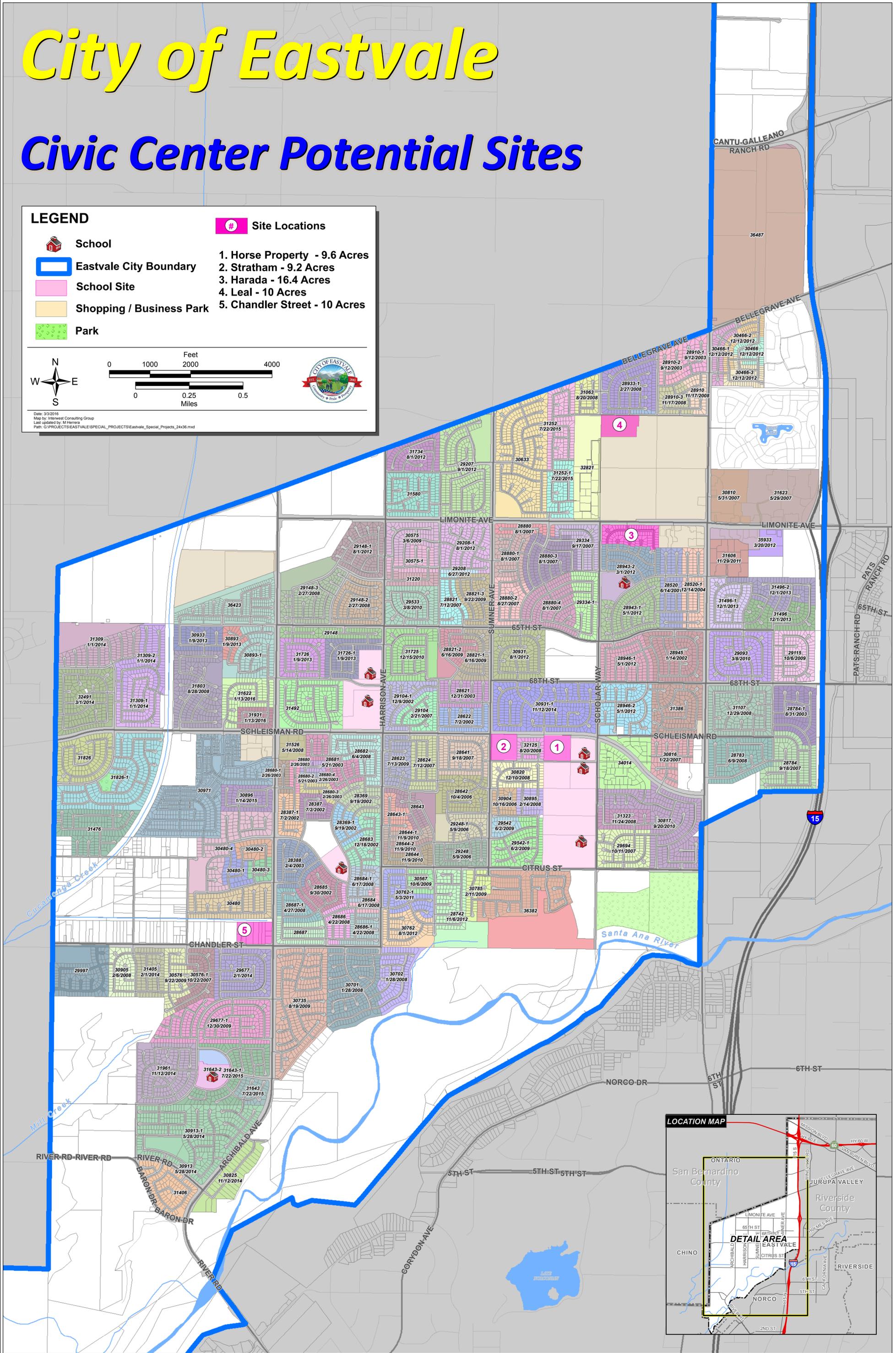
Civic Center Potential Sites

LEGEND

-  School
 -  Eastvale City Boundary
 -  School Site
 -  Shopping / Business Park
 -  Park
 -  Site Locations
1. Horse Property - 9.6 Acres
 2. Stratham - 9.2 Acres
 3. Harada - 16.4 Acres
 4. Leal - 10 Acres
 5. Chandler Street - 10 Acres



Date: 3/3/2016
 Map by: Interwest Consulting Group
 Last updated by: M Herrera
 Path: G:\PROJECTS\EASTVALE\SPECIAL_PROJECTS\Eastvale_Special_Projects_24x36.mxd





CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.3

DATE: MARCH 9, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHELE NISSEN, CITY MANAGER

SUBJECT: GRANT WRITING CONSULTANT SERVICES

RECOMMENDATION: APPROVE A CONTRACT WITH CALIFORNIA CONSULTING FOR GRANT WRITING AND GRANT MANAGEMENT SERVICES ON A MONTH TO MONTH, RETAINER BASIS.

BACKGROUND

The City's Strategic Plan identifies an action item of procuring a grant writing expert:

- *Objective 1.3 – Improve Cost Effectiveness of City Operations*
 - 1.3.5 - Budget for a part-time or contract grants writer to assist City departments to capture alternative funding for City projects and infrastructure

Successful grant writing requires a specific level of expertise and familiarity with various grant writing processes and procedures. City staff have successfully completed several grants and subsequently been awarded grant funding, however; these opportunities have occurred mostly in the Public Works Department.

California Consulting Staff member, Gregory Pettis met with City staff on January 21, 2016. California Consulting provides comprehensive grant writing, management and evaluation services for many municipalities and school districts throughout the State of California. The process begins with a comprehensive Needs Assessment, in which consulting staff meets with City Staff to identify high priority funding areas. City Management and elected officials are engaged from the beginning to provide a transparent and effective process. A team of grant writing professionals begin identifying and applying for funding opportunities to meet these needs. City Staff works hand in hand with consultants to provide the necessary data to complete and submit competitive grant applications on behalf of the City.

DISCUSSION

As the needs of the community increase and viable revenue sources shrink, it becomes ever-more important to capture alternative funding sources. Based on discussions with California Consulting and a cursory review of their weekly grant opportunities list, there are numerous grant opportunities that the City of Eastvale may be eligible for, particularly in the areas of public safety. California Consulting has worked with our contract partner agencies in order to successfully complete grant applications on behalf of the city which they represent. Sample grant opportunities are as follows:



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.3

1. Police Department

- a. CalGRIP. Anti-gang grant
- b. Technology upgrades. Communication system upgrades
- c. Office of Traffic Safety grant
- d. Byrne grant
- e. Smart policing grant

2. Fire Department

- a. Assistance to Firefighters Grants
- b. SAFER grant

3. Public Works Department

- a. Active Transportation Grant (ATP)
- b. Bicycle Master Plan Infrastructure
- c. Street Rehab

4. Miscellaneous

- a. Library Grants
- b. Smart City Grants
- c. Disaster Preparedness - Walmart Foundation: State Giving Program
- d. Community Garden Grants - Scotts Miracle-Gro: GRO1000 Grassroots Grants
- e. Healthy living/healthy communities grants
- f. U.S. Soccer grant
- g. Animal Control:
 - i. Petco Foundation – Adoption/Shelter Grant due
 - ii. PetSmart Charities – Free Roaming Feral Cat Grant, Spay/Neuter Program
 - iii. PetSmart Charities – Owned Dogs and Cats Spay/Neuter Program
- h. Fleet replacement
- i. AQMD grant MSRC for fleet and CNG

The City of Eastvale would benefit from utilizing California Consulting in the following ways:

1. Prioritization of projects in need of grant funding
2. Expertise in applying for various grant opportunities (Federal, State, County and private foundation)
3. Assists in the long-term development of an effective grant writing program.

California Consulting will provide monthly reports to the City which will include grants in progress, grants submitted, grants pending and grants awarded. In addition, they will provide the City with a monthly email list of current and upcoming grant opportunities specific to our needs. Staff is requesting this contract be considered in order to allow the City to apply for various grant opportunities as listed above.

These grant writing services are a unique, specialization of services being rendered therefore; representing a sole source contract.



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.3

FISCAL IMPACT

\$5,000.00 per month plus reimbursement of out of pocket expenses. Out of pocket expenses are actual costs expended for grants to include, mileage costs for grant writers to attend meetings with and behalf of the City, conference calls at the request of the City, cost for copies and/or mailing costs for grant applications where agency requires hard copies be submitted rather than online. Contracts have a 30-day cancellation notice requirement.

Grant writing team: Account No. 100-200-6495 City Manager - Contractual services

STRATEGIC PLAN IMPACT

Objective 1.3 – Improve Cost Effectiveness of City Operations

- 1.3.5 - Budget for a part-time or contract grants writer to assist City departments to capture alternative funding for City projects and infrastructure

ATTACHMENT

1. Professional Services Agreement
2. Grant Writing Proposal

Prepared by: Michele Nissen, City Manager
Reviewed by: John Cavanaugh, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and effective as of March 9, 2016, between the City of Eastvale ("City") and, California Consulting, LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

A. This Agreement shall be effective March 9, 2016 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in Section 6. At the time of any approved extensions, this Agreement shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the City and Consultant.

2. **SERVICES**

Subject to the terms of this Agreement, Consultant shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel and resources to provide all professional services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

4. **MANAGEMENT**

The City Manager, or designee shall represent City in all matters pertaining to the administration of this Agreement and shall review and

approve all services submitted by Consultant. The City Manager is authorized to execute all necessary documents.

5. **PAYMENT**

- (a) The City agrees to pay Consultant, in accordance with the payment rates and terms and the schedule of payment as set forth in option A of Consultant's proposal, Exhibit "A", attached hereto and incorporated herein by reference as if fully set forth herein.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council.
- (c) Consultant will submit invoices for services based on the schedule of payment as set forth in Exhibit "A". Invoices shall be submitted on a monthly basis for services provided. If the City disputes any of Consultant's fees it shall give written notice to Consultant within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notices. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay the Consultant for services up to the date of termination based on the schedule of payment as set forth in Exhibit "A". Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement

immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

All documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of the City.

9. **INDEMNIFICATION BY CONSULTANT**

A. All officers, agents, employees, sub-Consultants, their agents, officers and employees who are hired by or engaged by Consultant in the performance of this Agreement shall be deemed officers, agents and employees and sub-Consultants of Consultant, and City shall not be liable or responsible to them for anything whatsoever.

B. Consultant agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of Consultant or any of its agents, officers and employees and sub-Consultants in the performance of this Agreement.

C. Consultant shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Consultants, and City shall defend and hold Consultant harmless against any such claims.

D. Consultant agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by Consultant's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

10. **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Proof of Insurance Coverage covering Automobile Liability,
2. Workers' compensation insurance as required by the State of California and employer's liability insurance.

B. **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 1, Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the City may require Consultant to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of an "A-" Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

E. Other Requirements

Consultant shall provide an endorsement to City establishing that City, its elected and appointed boards, commissions, officers, employees and agents have been added as an additional insureds to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall also be endorsed to state that coverage shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the City.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City shall be excess only and not contributory with insurance provided under this policy/policies.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by City **before work commences**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time.

Automobile Liability Form Acceptable to _____

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other

benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

- (c) City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Eastvale
Attention: City Manager
12363 Limonite Avenue
Suite 910
Eastvale, CA 91752

To Consultant: Gregory Pettis
214 Main Street, Suite 102
El Segundo, CA 90245

15. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, to any sub-Consultant without prior written consent of the City. Such written consent shall not be unreasonably withheld.

16. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Eastvale.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

20. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

21. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

23. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

24. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Consultant and the City and approved as to form by the City Attorney; otherwise by the City Manager. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

25. **COUNTERPARTS**

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the Office of City’s City Clerk is the version of the Agreement that shall take precedent should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF EASTVALE

CONSULTANT

By _____
Ike Bootsma, Mayor

By _____
Gregory Pettis

ATTEST:

Marc Donohue, City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney



A Proposal for City of Eastvale

History

Founded in 2004, California Consulting, LLC has a solid reputation for hard work and a commitment to success for its clients. We are the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 80 clients statewide. We have 30 team members from Chico in the North, to Los Angeles in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over \$1.4 billion for our clients since inception through grant writing and government advocacy efforts combined.

Grant Writing:

The California Consulting team boasts nearly 25 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered the skill of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 700 successful competitive grants generating almost \$170 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on all Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Sacramento Trips:

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies with grant monies available. Usually the City Manager or District Superintendent along with elected officials will attend the day long visit to the Capitol accompanied by California Consulting. These visits include a full day of meetings with State Agencies and key decision makers for grant money.

Events:

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. We periodically host invitation only events with a key elected or appointed official from Sacramento. We have held events in Montebello, Salinas and Fresno. Guests have included CalTrans Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows clients to interact with major policymakers in a unique small group setting.

References:

California Consulting references include key leaders from around the State. Our relationships are bipartisan and we have references from major figures and leaders in both political parties.

California Consulting currently represents over 35 cities across California, almost 40 School Districts, Special Districts, non-profits and others. We have been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, UC Davis, as well as several private sector clients. A full client list and references can be obtained at www.californiaconsulting.org.

Scope of Services and Cost:

1. California Consulting's grant research, identification, and writing are included during the length of the contract with the monthly retainer option.
2. California Consulting will conduct a Needs Assessment at the outset of the contract in which all relevant staff members involved with grants should be present to provide input.
3. The Client will provide an established point of contact for California Consulting grant writer(s) to contact regarding grants.
4. California Consulting will have reasonable access to the required information and documentation required to complete the grants on behalf of the Client.
5. The Client will provide the required information and documentation in a timely manner in order for California Consulting to submit grants by deadline.
6. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to the Client). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client at no cost as part of our scope of services.
7. California Consulting will provide monthly reports to Client to include grants in progress, grants submitted, grants pending and grants awarded.
8. California Consulting will provide Client with a monthly email list of current and upcoming grant opportunities specific to the Client’s needs.
9. We propose two different payment options detailed below.

Option 1

We propose a cost of \$5,000.00 per month plus reimbursement of out of pocket expenses. All grant research, grant identification, grant writing and post-award administration are included with this option.

Option 2

We propose a cost on a “Per Grant” basis, plus reimbursement of out of pocket expenses. Grant research, grant identification and administration can be provided at an hourly rate of \$95.00. The following is a breakdown of cost per grant:

Grant Amount	Cost
Up to \$10,000	\$1,000
\$10,001 - \$50,000	\$3,000
\$50,001 - \$100,000	\$4,000
\$100,001 - \$250,000	\$6,000
*Over \$250,000	\$8,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grants exceeding \$250,000*

For research completed at an hourly rate, Client may specify a “not to exceed” amount.



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.4

DATE: MARCH 9, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BOB WILLIAMSON, CONSTRUCTION MANAGER
JOE INDRAWAN, CITY ENGINEER

SUBJECT: FIRE STATION NO. 31 CONSTRUCTION STATUS UPDATE

RECOMMENDATION: RECEIVE FOR VERBAL UPDATE.

BACKGROUND

Since the City Council awarded the construction contract to Horizons Construction Company International Inc. (Horizons) for Fire Station #31, the contract was executed and the ground breaking ceremony was held. The City issued the Notice to Proceed on January 11, 2016. Horizons prepared a detailed 300-task schedule with an anticipated completion date December 5, 2016. The El Nino winter weather impact on the pace of construction is, thus far, minimal.

DISCUSSION

Site construction is moving swiftly with certification of the building pad, foundation excavations and placement of concrete footings for the new block wall on the east and north property edges. Underground utilities and services are underway to prevent conflicts with the building foundations.

The construction team of Horizons, WLC (architect / engineer), CalFire staff and City staff meet every two weeks to discuss construction activities. The City's project manager has now moved into the construction management phase, and good working relationships are being maintained with adjacent and nearby neighbors.

Staff plans to issue the Fire Station Street Improvements bid package within the next 6 weeks so that this construction is properly coordinated with the fire station.

FISCAL IMPACT

The Project budget, as adjusted by the City Council on November 10, 2015, remains unchanged.

STRATEGIC PLAN IMPACT

Objective 3.3 - Improve fire response times
3.3.2. Construction of second fire station



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.4

ATTACHMENT

1. Exhibit A - Construction Progress Pictures

Prepared by: Bob Williamson, Construction Manager
Joe Indrawan, City Engineer
Reviewed by: Michele Nissen, City Manager
John E. Cavanaugh, City Attorney

Exhibit A
Construction Progress Pictures



Project sign looking north from Chandler

Exhibit A
Construction Progress Pictures



Masonry wall foundation at adjacent property line

Exhibit A
Construction Progress Pictures



Building foundation formwork lookin north

Exhibit A
Construction Progress Pictures



Heavy equipment trenching for utilities and digging foundation footings

Exhibit A
Construction Progress Pictures



Fire lines and underground piping installation



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.5

DATE: MARCH 9, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TAMRA IRWIN, SENIOR ADMINISTRATIVE ANALYST

SUBJECT: CITY COUNCIL MEETING TIME CHANGE

RECOMMENDATION: PROVIDE DIRECTION ON POSSIBLE MEETING TIME CHANGE FOR CITY COUNCIL MEETINGS.

BACKGROUND

Currently, the City Council meets on the second and fourth Wednesday at 6:30 p.m. Meetings take place in the Multi-Purpose Room at Rosa Parks Elementary School. This time was chosen by the City Council-Elect on August 4, 2010.

DISCUSSION

There has been some discussion by the community and the City Council to possibly change the meeting time to 7:00 p.m. to better accommodate members of the public that commute to jobs in other cities. This item has been brought forward at the request of Mayor Bootsma to give the City Council and the community the opportunity to discuss this issue.

The City Council meeting times of neighboring cities range from 6:30 p.m. in Corona and Ontario while the Cities of Chino, Jurupa Valley, and Norco meet at 7 p.m. The Eastvale Quarterly Town Hall meetings are held at 6:30 p.m. and typically have good attendance. It is also important to note that tonight's meeting, as well as the City Council meeting scheduled for March 23rd, will begin at 7:00 p.m. which was done to accommodate the budget workshops scheduled for each of those days.

City Council meetings are recorded and residents that cannot attend the meetings in person are able to go to the City's website and listen to the meeting for 30 days. Also, comments on agenda items can be submitted electronically should a resident not have the ability to attend a meeting. Finally, according to several internet sources, average commute times for Eastvale residents is 41 minutes.

FISCAL IMPACT

It is anticipated that there will be some fiscal impact if the meeting is moved to a later time due to staff overtime and consultant costs. The amount of the fiscal impact is unknown at this time.



CITY OF EASTVALE

CITY COUNCIL STAFF REPORT

ITEM 9.5

ATTACHMENT

1. Public Meetings Chart

Prepared by: Tamra Irwin, Senior Administrative Analyst
Reviewed by: John Cavanaugh, City Attorney
Reviewed by: Michele Nissen, City Manager

Public Meetings

City	City Council Meeting	Planning Commission	Public Safety Commission	Community Services Commission
Chino	7 p.m. First and Third Tuesdays of month.	7 p.m. First and Third Mondays of month.	N/A	7 p.m. Held 4th Monday of month.
Corona	6:30 p.m. First and Third Wednesdays of month.	6 p.m. Second and Fourth Mondays of month.	N/A	Park & Recreation Commission 6 p.m. Second Wednesday of month.
Eastvale	6:30 p.m. Second and Fourth Wednesdays of month.	6:00 p.m. First and Third Wednesdays of month.	6 p.m. Held fourth Tuesday of month.	N/A
Jurupa Valley	7 p.m. First and Third Thursdays of month.	7 p.m. Study sessions may begin at 6 p.m. Second and Fourth Wednesdays of month.	Traffic Safety Committee 3 p.m. Bi-monthly on the fourth Thursday of the month (Jan, Mar, May, July, Sept, Nov).	N/A
Ontario	6:30 p.m. First and Third Tuesdays of month.	6:30 p.m. Fourth Tuesday of month.	N/A	6 p.m. Held fourth Monday of month.
Norco	6 p.m. Closed Session 7 p.m. Open Session First and Third Wednesdays of month.	7 p.m. Second Wednesday of month.	N/A	6:30 p.m. Second Monday of every other month.