



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

February 12, 2013

5.30 p.m.

www.cityofhemet.org

City of Hemet Council Chambers

450 E. Latham Avenue

Please silence all cell phones

**Notice: Members of the Public attending shall comply with the Council's adopted Rules of Decorum in Resolution No. 4148. A copy of the Rules of Decorum are available from the City Clerk.*

Call to Order

Roll Call

ROLL CALL: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef

Work Study

Discussion regarding this item, with possible direction to staff

1. Mid-Year Budget Update and Preliminary Fiscal Year 2013/14 - Deputy City Manager/Administrative Services Director Conrad

Closed Session

Notice of Opportunity for Public Comment

Members of the Public may comment upon any identified item on the closed session agenda. Since the Council's deliberation on these items is confidential, the City Council and City Staff will not be able to answer or address questions relating to the items other than procedural questions. At the conclusion of the closed session, the City Attorney will report any actions taken by the City Council which the Ralph M. Brown Act requires to be publicly reported.

2. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: Tounget v. City of Hemet
RIC 1111811

3. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues.
Agency negotiator: Interim City Manager Bradley
Negotiating parties: Stetson Crossing Partners, LLC
Under negotiation: Acquisition, Price and Terms
-

REGULAR SESSION

7:00 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

Call to Order

Roll Call

ROLL CALL: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

4. Conference with Legal Counsel - Existing Litigation
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Presentations

6. Certificates of Achievements for the West Valley Decathlon Team
-

City Council Business

Notice to the Public

The Consent Calendar contains items which are typically routine in nature and will be enacted by one motion by the Council unless an item is removed for discussion by a member of the public, staff, or Council. If you wish to discuss a Consent Calendar item please come to the microphone and state the number of the item you wish to discuss. Then wait near the lectern. When the Mayor calls your item give your last name, and address, then begin speaking. You will have three minutes at that time to address the council.

Consent Calendar

7. **Approval of Minutes** – January 22, 2013
8. **Receive and file** – Investment Portfolio as of November 2012
9. **Receive and file** – Warrant Register
 - a. Warrant register for January 24, 2013. The payroll for the period of January 7, 2013 to January 20, 2013 was \$551,575.53.
10. **Recommendation by Engineering** – Riverside County Flood Control and Water Conservation District Cooperative Agreement
 - a. Accept the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD) Little Lake MDP, Line B, Stage 1 – Project No. 4-0-00265-01; and
 - b. Authorize the Mayor, Interim City Manager and City Attorney to execute the Cooperative Agreement.
11. **Recommendation by Police Department** – Patrol Vehicle “Upfit” Services
 - a. Award of proposal to West Coast Lights & Siren for vehicle upfit services; and
 - b. Authorize the Interim City Manager to approve agreement.
12. **Recommendation by Public Works** – Watermaster Costs
 - a. Adopt a resolution providing the reimbursement of actual expenses and a stipend for the City’s Watermaster representative and alternate.

Resolution Bill No. 13-005

13. **Recommendation by Engineering** – Functional Classification Change for Roadways
 - a. Adopt a resolution to submit changes of the roadway classification for segments of Whittier Avenue, Gilbert Street and Buena Vista Street to Functional Classification. **Resolution Bill No. 13-002**

 14. **Recommendation by Engineering** – Chambers Street Sidewalk, City Project No. 5559
 - a. Award the contract to the lowest, responsive bidder, Crownline General Contractor for the Chambers Street Sidewalk Project CIP Project No. 5559 in the amount of \$72,523.25, and reject all other bids; and
 - b. Authorize the Interim City Manager to enter into a construction contract for the improvements; and
 - c. Establish budget in the amount of \$72,523.25 in Fund No. 329-5559-5500 for the cost of construction and \$15,000 in Fund No. 529-5559-2710 for design and staff administration costs.

 15. **Recommendation by Engineering** – Well 7 Rehabilitation Project, CIP No. 5585
 - a. Award the contract to the lowest, responsive bidder, L.O. Lynch Quality Wells and Pumps for the Well 7 Rehabilitation Project, CIP 5585 in the amount of \$77,149.95; and
 - b. Authorize the Interim City Manager to enter into a construction contract for the improvements; and
 - c. Establish budget in the amount of \$77,149.95 in Fund No. 571-5585-5500 for the cost of construction and \$3,000 in fund 571-5585-2710 for contract administration. Total cost of the project is estimated to be \$80,149.95.

 16. **Recommendation by Engineering** – Change Order No. 1 for Well 17 Project, City Project No. 5567
 - a. Ratify Change Order No. 1 in the amount of \$80,750 for additional testing and sampling which was required in order to evaluate the drilled pilot hole at Well 17 for the potable water supply, completed January 17, 2013; and
 - b. Establish budget in the amount of \$80,750 in Fund No. 571-5567-5500 for the costs of the additional testing and sampling.
-

Communications from the Public

Anyone who wishes to address the Council regarding items not on the agenda may do so at this time. As a courtesy, please complete a Request to Speak Form, found at the City Clerk's desk. Submit your completed form to the City Clerk prior to the beginning of the meeting. Presentations are limited to three minutes in consideration of others who are here for agenda items. Please come forward to the lectern when the Mayor calls upon you.

When you are recognized, you may proceed with your comments.

****Notice: Members of the Public attending shall comply with the adopted Rules of Decorum in Resolution No. 4148. A copy of the Rules of Decorum are available from the City Clerk.***

State law prohibits the City Council from taking action or discussing any item not appearing on the agenda except for brief responses to statements made or questions posed by the public. In addition, they may, on their own initiative or in response to questions posed by the public, ask a question for clarification, provide a reference to staff or other resources for factual information, or request staff to report back to them at a subsequent meeting. Furthermore, a member of the City Council or the council itself may take action to direct staff to place a matter of business on a future agenda.

Discussion/Action Items

17. **Reconnect California Grant Program** – Public Works Director Jensen
 - a. Approve the City’s participation in the Reconnect California Grant Program to upgrade two (2) existing electric vehicle charging stations at no cost to the City; and
 - b. Authorize the City Manager to execute the Reconnect California Charge Stations and Installation Agreement with Clipper Creek, Inc; and
 - c. Authorize staff to establish an agreement with a third party vendor to provide point of sale services to public users of the charging stations.

18. **2014 Compressed Natural Gas (CNG) 10 Wheel Dump Truck** – Public Works Director Jensen
 - a. Award of bid to Los Angeles Freightliner in the amount of \$198,413 for the purchase of one 2014 CNG 10 Wheel Dump Truck to be funded from existing budgets in the Water Equipment Replacement Fund 380-9000-5400, and AB2766 Subvention Fund 224-8240-5400; and
 - b. Authorize the Interim City Manager to execute a purchase order for the same.

19. **Professional Services Agreement with Valley Wide Recreation & Park District for Professional Facility Operation Management Services of the James Simpson Memorial Center** – Interim City Manager Bradley
 - a. Authorize the City Manager to enter into a Professional Services Agreement with Valley Wide Recreation & Park District for professional facility operation management services of the James Simpson Center, through the remainder of the Fiscal Year, ending June 30, 2013.

20. **Purchase of Type III Wildland Fire Engine** – Fire Chief Morris
 - a. Award of proposal to HME, Inc. for the purchase of a Type III Wildland Fire Engine; and
 - b. Authorize the Interim City Manager to approve agreement.

 21. **2013-2014 Program Year Community Development Block Grant (CDBG) Entitlement Funds and Reprogramming of unexpended prior year Community Development Block Grant funding** – CDBG Coordinator Callahan
 - a. Accept and approve the City Council Ad-Hoc Committee recommended allocation of \$698,000 in 2013-14 Community Development Block Grant (CDBG) funding; and
 - b. Reprogram unexpended prior year funds of \$40,954.54; and
 - c. Incorporate these recommendations into the CDBG Annual Action Plan draft.
-

City Council Reports

22. CITY COUNCIL REPORTS AND COMMENTS
 - A. Council Member Krupa
 1. Traffic and Parking Commission
 2. Riverside Conservation Authority (RCA)
 3. Ramona Bowl Association
 4. Indian Gaming Distribution Fund
 5. Riverside Transit Agency (RTA)

 - B. Council Member Milne
 1. Library Board
 2. League of California Cities
 3. Riverside County Habitat Conservation Agency (RCHCA)
 4. Riverside Transit Agency (RTA)
 5. Riverside Conservation Authority (RCA)

 - C. Council Member Wright
 1. Park Commission
 2. Planning Commission
 3. Indian Gaming Distribution Fund
 4. Riverside County Habitat Conservation Agency (RCHCA)
 5. Ramona Bowl Association

 - D. Mayor Pro Tem Smith
 1. League of California Cities

2. Riverside County Transportation Commission (RCTC)
3. Western Riverside Council of Governments (WRCOG)
4. Public Safety Update
5. National League of Cities

E. Mayor Youssef

1. Western Riverside Council of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)
3. Disaster Planning Commission

F. Ad-Hoc Committee Reports

1. Crime Stoppers Plus Ad-Hoc Committee
2. Hemet ROCS Citizens Advisory Committee (CAC)
3. CDBG Ad-Hoc Committee

G. Interim City Manager Bradley

1. Manager's Reports
2. Meeting of February 26, 2013
3. Crisis Management Training

Recess to Housing Authority Meeting

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

If Members of Council have items for consideration at the next City Council meeting, please state the agenda item to provide direction to the City Manager.

Adjournment

Adjourn to Tuesday, February 26, 2013 at 7:00 p.m. for considerations of items placed on that agenda. The next regular meeting will be held March 12, 2013.

Staff reports and other disclosable public records related to open session agenda items are available at the City Clerk's Office or at the public counter located at 445 E. Florida Avenue during normal business hours.

#7



MINUTES

(These are not official minutes, for use by City Staff only)

REGULAR MEETING OF THE HEMET CITY COUNCIL

January 22, 2013

5:30 p.m.

www.cityofhemet.org

City of Hemet Council Chambers

450 E. Latham Avenue

Please silence all cell phones

Call to Order

Mayor Pro Tem Smith called the meeting to order at 5:34 p.m.

Roll Call

PRESENT: Council Members Krupa, Milne and Wright and Mayor Pro Tem Smith

ABSENT: Mayor Youssef

Council Member Krupa moved and Council Member Wright seconded a motion to excuse Mayor Youssef. Motion carried 4-0.

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Sessions at 5:35 p.m.

Mayor Youssef arrived at 5:37 p.m.

1. Conference with Legal Counsel - Anticipated Litigation
One matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)
 2. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: Eastern Municipal Water District v. City of Hemet, et al
Case #RIC 1207274
-

REGULAR SESSION

7:00 p.m.

City of Hemet Council Chambers

450 E. Latham Avenue

Call to Order

Mayor Youssef called the meeting to order at 7:00 p.m.

Roll Call

PRESENT: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef

ABSENT: None

OTHERS PRESENT: Interim City Manager Bradley, City Attorney Vail and City Clerk McComas

Invocation

Invocation was given by Jim Lineberger, Hemet-San Jacinto Interfaith Council.

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Wright

City Attorney Closed Session Report

3. Conference with Legal Counsel - Anticipated Litigation

One matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

The City Attorney reported that there was no reportable action.

4. Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code section 54956.9(a)

Names of case: Eastern Municipal Water District v. City of Hemet, et al
Case #RIC 1207274

The City Attorney gave the City Council an update of the process. There was no additional reportable action.

City Council Business Consent Calendar

5. **Approval of Minutes** – January 8, 2013
6. **Receive and File** – Investment Portfolio as of October 2012
7. **Receive and File** – Warrant Register
 - a. Warrant registers dated December 27, 2012, January 9, 2013 and January 10, 2013. Payroll for the period of December 10, 2012 to December 23, 2012 was \$552,227.12 and payroll for the period of December 24, 2012 to January 6, 2013 was \$604,918.12.
8. **Recommendation by the City Manager** – League of California Cities Membership for 2013
 - a. Authorize the City Manager to continue the City of Hemet's membership to the League of California Cities for 2013.
9. **Recommendation by Engineering** – Bond Reduction, Tract Map No. 32717-1 – Woodside Homes, SE corner of State St. and McSweeny Parkway
 - a. Authorize the City Clerk to reduce the Faithful Performance Bond from the original amount of \$150,000.00 to \$45,000.00, with the Labor and Materials Bond in the amount of \$150,000.00 to be reduced to \$45,000.00 to reflect the work already completed.
10. **Recommendation by Engineering** – Installation of Banners Across Florida Avenue
 - a. Diamond Valley Lake Marathon – Habitat for Humanity – March 2, 2013
 - b. Free Tutoring Program – We Care San Jacinto Valley, Inc.
 - c. Quilt Show – Valley Quilters – February 15 & 16, 2013
 - d. Wood Carvers Show – Ramona County Carvers – March 10 & 11, 2013
 - e. Valley Wide Country Fair – Valle Wide Recreation District – April 4 – 7, 2013
 - f. Easter Passion Play – Calvary Chapel – March 31, 2013
 - g. Free E-Waste – Green Coalition – March 16, 2013
11. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 12-005 (Alcoholic Beverage Sale Regulations)
 - a. Adopt an ordinance establishing Article III, Section 90-90 of the Hemet Municipal Code regarding alcoholic beverage sales.
Ordinance No. 1858

12. **Recommendation by Engineering** – CalTrans’ Cooperative Agreement No. 08-1545 – Traffic Signal at the Intersection of SR-74 and California Avenue Project No. 081200030
 - a. Accept the Cooperative Agreement with CalTrans; and
 - b. Authorize the Mayor, Interim City Manager and Administrative Services Director to execute the Cooperative Agreement.

13. **Recommendation by Police Department** – 2013 State COPS Grant Expenditure Plan and Supplemental Appropriation
 - a. Accept the 2013 State COPS grant award of \$128,786; and
 - b. Approve the proposed expenditure plan for the \$128,786 in State COPS Grant funding for 2013; and
 - c. Upon award of the grant, authorize increase in revenue of \$128,786, increase the appropriation in the amount of \$128,786 to accounts to be assigned by Finance based on the approved expenditure plan.

14. **Recommendation by Police Department** – Architectural Services and Design of Sisk Building Replacement Project
 - a. Award to the lowest, qualified firm, Andreson Architecture, Inc., a professional services agreement for architectural and design services related to the Sisk Building Replacement Project; and
 - b. Authorize the Interim City Manager to enter into a professional services agreement with Andresen Architecture, Inc., for said services; and
 - c. Establish budget in the amount of \$68,500 in fund #331-3100-5300.

15. **Recommendation By Police Department** – Purchase of Replacement Patrol Vehicles
 - a. Award bid to Gosch Ford of Hemet, the lowest qualified bidder, for the purchase of (9) replacement black and white patrol vehicles; and
 - b. Authorize the Interim City Manager to approve purchase order of vehicles.

16. **Recommendation by Police Department** – Retirement of Police Canine “Fritts” and Transfer of Ownership to Handler
 - a. Authorize the Police Department to retire police canine “Fritts” from service;
 - b. Transfer ownership of “Fritts” to his handler, Cpl. Mike Arellano, for \$1.00.

17. **Recommendation by Community Investment** – Lease of Real Property located at 250-256 East Meier Street
 - a. Approve a lease for real property located at 250-256 E. Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA; and
 - b. Authorize the Interim City Manager to execute the lease.

Item Nos. 8 and 15 were removed from the Consent Calendar. **Council Member Krupa moved and Council Member Wright seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 8

Mayor Pro Tem Smith, asked the City Council if the value of what the City receives from the League is worth the cost of the membership. I think it is in the best interest of the tax payers to re-evaluate everything, including the renewal of these memberships.

Council Member Milne, asked about their value in the past. During the conference last week we discussed policies and regulations as well as other things. Council Member Milne asked how effectively the League has lobbied for Hemet and the smaller cities in the past.

Mayor Youssef, in the stance against RDA they have done well. As far as Hemet, we tend to lose some of the conservative voices in the State.

Mayor Pro Tem Smith, the League does have a value. Mayor Pro Tem Smith expressed disappointment in the Riverside Divisions decision to not participate in some joint offers from the San Bernardino Division. Mayor Pro Tem Smith also expressed concern with the League's lack of assistance to the County's newly incorporated cities. The City would send a strong message of concern if we did not renew our membership at this point.

Council Member Krupa, the League does have a strong voice in Sacramento, they do keep us updated with relative ease on proposed legislation. If we don't agree with them we need to send them our united opinion.

Council Member Wright, concurs with Council Member Krupa. Council Member Wright recently attended the New Mayor and Council Conference and felt that the information presented was extremely beneficial. Council Member Wright feels that the membership with the League is important, so the City of Hemet is at the table with the other cities.

Erin Sasse, Riverside Division Representative, the City of Hemet is one of the League's active cities. The League has a state-wide program as well as a Regional Board that makes recommendations. The League offers advocacy in Sacramento with 16 Division Representatives that act as your liaison. The League litigates on behalf of the cities. The Conferences and list serves are just two of the resources that the League offers. Ms. Sasse recommended that the City Council continued its membership with the League.

Mayor Pro Tem Smith, wanted to acknowledge the thorough staff report prepared by Mark Orme.

Mayor Pro Tem Smith moved and Mayor Youssef seconded a motion to approve this item as presented. Motion carried 5-0.

Item No. 15

Mayor Pro Tem Smith, requested that Chief Brown explain why the department assigns vehicles.

Chief Brown, 18 years ago the department rolled out the assigned patrol unit program. The start up cost was expensive, however the annual replacement and repair costs have been greatly reduced. The vehicles are fully equipped with personal and police equipment and ready to respond at any given moment. This is, in my opinion, the primary reason that Hemet PD can police Hemet with the reduction in officers. The average life of a patrol vehicle is 2.5 to 3 years and we are getting an average of 7 years per vehicle.

Mayor Pro Tem Smith, this is a \$250,000 investment for just the vehicles. Mayor Pro Tem Smith asked for the cost to upfit the vehicles and if the current fleet is well maintained.

Chief Brown, the radio and computers for each vehicle will cost approximately \$11,000.

Mayor Youssef, noted that these vehicles are being funded by the Vehicle Replacement Fund which is funding set aside for this purpose.

Mayor Pro Tem Smith moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 5-0.

The City Council recessed briefly at 7:23 p.m.
Reconvened at 7:29 p.m.

Communications from the Public

Gary Cook, Hemet, expressed concern with the economic development in Hemet. Mr. Cook expressed concern with proposed increase in mobile home space rental fees. Mr. Cook also expressed concern with the lack of jobs available in the valley for the youth.

CW Cecchi, Hemet, announced that the Hemet Museum is having a sale on Friday January 25th and Saturday January 26th.

Trudy Buchanan, Hemet, expressed concerned with what is going on in the City and recommended more development. Ms. Buchanan also expressed concern with Code Enforcement regarding her property.

Mayor Youssef, referred Ms. Buchanan to Deanna Elliano, Community Development Director.

Maria Higgins, Hemet, after attending Council Meetings for a couple of months, it is my impression that most the Council Members don't even acknowledge the speakers. Ms. Higgins, expressed concern with a couple of recent actions taken by the City Council, the first was the replacement of Mark Orme and the second was Council Member Milne's decision to replace Council Member Krupa on RCA and RCHCA. Ms. Higgins recommended that the City Council keep our Police and Fire Departments local.

Donna Banks, Mobile Home Owners Associations, recommended that the City Council have a meeting with the Hemet ROCS Committee to provide them with direction.

Deanna Kjorlien, Hemet, moved to Hemet in 2005 with three boys under 7. Ms. Kjorlien was familiar with Hemet, because at that time residents of Temecula, Menifee and Murrieta areas came to Hemet to shop. Ms. Kjorlien doesn't shop here any longer and takes her kids out of town for most activities because she doesn't feel safe at night. It is the job of the City to make the residents feel safe so they can support the local businesses. Resources should be given to Chief Brown to hire more cops in the next 30 days.

Kristy Mundt, Democrats of Hemet/San Jacinto, on Obama's Day of Action, the Democrats of Hemet/San Jacinto had 12 volunteers out collecting 26 bags of trash on 7 City streets. We also polished plaques in a couple San Jacinto parks. Ms. Mundt thanked the City for picking up the trash bags. The Democrats of Hemet/San Jacinto will be continuing these efforts.

Paul Raver, The Public Safety Coalition, we are dedicated to retaining local control of our Police and Fire Departments. Mr. Raver recommended a public workshop in the Library regarding the Fire RFP that will allow time for presentations from the public. The Public Safety Coalition would like to present a very detailed presentation and would request the opportunity to have a dialogue with CalFire and the City's Fire Department. It is understood that the City Council does not have the money to do as they would like, it is our opinion that Police and Fire are best provided by our local Department for this reason. I have reviewed in detail the two bids and have discovered serious unobvious problems in CalFire's document.

Laura Anderson, Hemet, a Hemet resident since 1989. Ms. Anderson and her husband are both teachers in the valley. Due the rising costs to protect ourselves and our property, it is becoming harder to afford to live on our salaries. Over the holidays we were the victim of two crimes, crime should be high on your agenda.

Steve Sandefer, Hemet Firefighters Association, I'm going to take Ron Bradley's advice and provide you with information. It is my opinion that only advantaged cities should contract out. If you have enough money and don't want the employees in your pocket, it is advantageous to contract out. However, if you don't have money, the city should have more control over their costs and not contract out.

Terry Straubinger, Hemet, as a longtime Hemet family and local business owner, Ms. Straubinger expressed concern with the increased crime. Ms. Straubinger expressed support for Hemet PD and recommended additional help for the Gang Task Force. Ms. Straubinger asked what the residents can do you to help address these safety issues. The City wants residents to shop local, but what businesses will relocate here. Crime in this valley needs immediate attention.

Diane Kennedy, Hemet, expressed concern with Police response times. Recently a neighbor came home to a burglar in their home and it took the Police Department an hour to respond.

Patty Woods, Hemet, expressed concern that a 16 year old was stabbed 50 feet outside of the City limits. It is still the responsibility of the City. The City Council shouldn't consider any cuts to Public Safety. The local businesses are selling out of personal safety devices. Your Community is living in fear. Hemet's future is not bright anymore.

Lisa Pauro, Hemet, as a hospital employee I have been approached several times after work. I live in the County and work in the City. I personally have lost faith in your leadership. The residents are experiencing crime that we are not used to in our valley. I've been told that Hemet has the lowest paid Police Officers in the nation. You can't afford to give them a raise, but you can afford to hire consultants. This once beautiful town has a bad reputation. Eric was a student at Hemet High and classmate of my daughter. The children and the elderly deserve better. Ms. Pauro cited Council Member Milne's campaign promise that was not attained. In attendance are a number of residents that have volunteered their time at clean ups. Stop spending money on pet projects and consultants.

Deborah Olvey, Hemet, I have lived in Hemet since 1995. In the last two weeks I have had vehicles broken into in my driveway behind a locked gate. Bicycles have been stolen from our yards. I don't have any answers, but this is not the town I moved to.

Ron Bradley, Interim City Manager, I was hired by this City Council to work on many of the problems that were mentioned here tonight. The Mayor, City Council and staff are all appalled by the senseless tragedy. Crime has no boundaries, we sent out our Police Officers to assist in any way. The main priority is Public Safety. Hemet Police Department does a great job. The City Council has provided funding to improve the Departments technology to help in the absence of officers. The City of Hemet does have economic issues. There are opportunities in Hemet as well as a number of challenges. In the areas where we can provide a response to the speaker, a response will be provided. Please give the City Council time to address these concerns. The team evaluating the RFP for Fire is working with the Department and a fair comparison will be conducted. It is our hope to bring that to the Community in February. Crime continues to be a problem in many cities. I have managed cities with both contract and local Public Safety Departments. As a former Police Officer, I know the job is tough. Economics are an issue at this time. Thank you for your input, the staff and I will discuss these issues in the morning. The best thing the members of the community can do is to get involved and be committed.

City Council Reports

18. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association
4. Indian Gaming Distribution Fund

5. Riverside Transit Agency (RTA)

B. Council Member Milne

1. Library Board
2. League of California Cities

Council Member Milne, expressed gratitude for the opportunity to attend the League of California Cities New Mayor and Council Members conference. As a new Council Member this is a lot to learn, it was a great experience.

3. Riverside County Habitat Conservation Agency (RCHCA)
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)

C. Council Member Wright

1. Planning Commission
2. Indian Gaming Distribution Fund
3. Riverside County Habitat Conservation Agency (RCHCA)
4. Park Commission
6. Ramona Bowl Association

D. Mayor Pro Tem Smith

1. League of California Cities

Mayor Pro Tem Smith, Chief Brown gave a great presentation on the regions efforts regarding AB109 to the Public Safety Committee of the League of California Cities. Besides needing the resources to deal with the day to day issues, this Department also has to deal with AB109 releases. It is important that the agencies find a mechanism to deal with this.

2. Riverside County Transportation Commission (RCTC)

Mayor Pro Tem Smith, requested the opportunity to obtain a Spot Bill with the intention of moving legislation forward to have CalTrans conduct a study regarding relinquishing control of Highway 74. There are a number of reasons that this would be advantages to the City. A Spot Bill must be requested by Friday, January 25th. After which the City has 30 days to write the Bill and find a legislator to carry it forward. The State will do a benefit/cost analysis for consideration.

The City Council gave direction to staff to obtain a Spot Bill for relinquishing control of Highway 74.

3. Western Riverside County of Governments (WRCOG)
4. Public Safety Update
5. National League of Cities

Mayor Pro Tem Smith, recommending that the City fund my attendance to the National League of Cities conference in Washington DC. Mayor Pro Tem Smith will provide the travel and lodging.

E. Mayor Youssef

1. Western Riverside Council of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)
3. Disaster Planning Commission
4. Appointment of Representative and Alternate to the Watermaster

Eric Vail, City Attorney, the City of Hemet along with EMWD, LHMWD, the City of San Jacinto and a couple of private pumpers participate in the Watermaster. It took years to figure out a way to manage the waterdraft in the valley. The Court helped solve it and created the Watermaster to monitor the ground water basins. One member from each agency will help set the policies.

The City Council appointed Council Member Krupa as the City's representative and Mayor Pro Tem Smith as the Alternate.

F. Ad-Hoc Committee Reports

1. Crime Stoppers Plus Ad-Hoc Committee
2. Hemet ROCS Citizens Advisory Committee (CAC)

Next meeting is Thursday, January 24, 2013.

Mayor Pro Tem Smith, there is a lot of confusion about a statement made by one member of the committee during an open discussion and flyers were sent out with information that was just a suggestion. At the last Hemet ROCS Committee meeting a committee member proposed a mobile home fee for the purpose of providing Code Enforcement for mobile home parks. The suggestion was never discussed by the entire committee or referred to staff for consideration. The staff in the City Manager's office is still receiving and fielding calls regarding the misinformation that was presented to the public.

3. CDBG Ad-Hoc Committee

G. Interim City Manager Bradley

1. Manager's Reports
2. Consider appointment of two Council Members to the Family, Youth and Health Regional Task Force

The City Council appointed Council Member Milne and Mayor Youssef.

Future Agenda Items

There were no future agenda items presented at this time.

Adjournment

Adjourned at 8:37 p.m. to Tuesday, February 12, 2013 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: February 12, 2013
RE: Investment Portfolio as of November 2012

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of November 2012 is forwarded herewith for your review. We purchased two new negotiable CDs: on 11/20/12 5 yr Choice Financial Group #3169 for \$248,000 at 1.00%; 11/29/12 5 yr United Bankers Bank #3170 for \$249,000 at 1.10%. On 11/29/12 we purchased 5yr/1yr call FNMA #2253 for \$500,000 at 1.0%. On 11/23/12 our FNMA 2236 was called and on 11/28/12 our FNMA #2209 was called. On 11/16/12 our Library FFCB #3300 was called and reinvested on 11/15/12 into a 5yr/ 6 month call FNMA #3303 for \$500,000 at 1.0%.

I hereby certify that this report accurately reflects all City of Hemet pooled investments and is in conformity with the investment policy of the City of Hemet and that a copy hereof is on file in the office of the City Clerk. Our third party custodial bank, Bank of New York Mellon, has provided us with the monthly market values.

It is further certified that there is sufficient liquidity to meet the next six months' estimated day-to-day operational expenses.

Respectfully Submitted,

Judith L. Oltman
City Treasurer

attachment

**CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities**

NOVEMBER 2012

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF October 2012	74,678,345.53	
CERTIFICATES OF DEPOSIT		
Placed this month	497,000.00	
Matured this month		
Balance		6,600,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals	-5,000,000.00	
Balance		35,058,162.97
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals		
Balance		1,872.03
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	1,532,074.34	
Withdrawals	-1,524,060.35	
Balance		1,668,392.97
CITIBANK: Money Market Account		
Deposits	29,119.66	
Withdrawals	-500,000.00	
Balance		6,035,697.57
CITIBANK: Money Market Account 3		
Deposits	5,717,965.61	
Withdrawals	-7,573,997.00	
Balance		8,352,322.25
MUNICIPAL BONDS		
Deposits		
Withdrawals		
Balance		3,140,000.00
GOVERNMENT AGENCIES		
2209 2.00% FNMA 5/28/15	-500,000.00	
2229 2.125% FNMA 7/22/16		500,000.00
2236 1.50% FNMA 11/23/16	-500,000.00	
2238 1.2% FNMA 3/8/17		500,000.00
2239 1.0% FNMA 3/13/17		500,000.00
2240 1.10% FNMA 3/20/17		500,000.00
2241 1.0% FNMA 3/21/17		500,000.00
2242 1.25% FFCB 3/8/17		500,000.00
2243 1.3% FFCB 3/20/17		500,000.00
2248 1.14% FFCB 5/15/17		500,000.00
2249 1.20% FNMA 5/16/17		500,000.00
2250 1.15% FHLB 5/30/17		500,000.00
2251 1.05% FNMA 6/27/17		500,000.00
2252 1.0% FNMA 8/21/17		500,000.00
2253 1.0% FNMA 11/29/17	500,000.00	500,000.00
PORTFOLIO BALANCE AS OF NOVEMBER 2012	67,356,447.79	67,356,447.79

INTEREST EARNINGS		12-13 FISCAL YEAR-TO-DATE
EARNINGS BALANCE AS OF November 1, 2012		86,157.81
CERTIFICATES OF DEPOSIT INT.	2,684.80	
OTHER GOVERNMENT SECURITIES	9,600.00	
CITIBANK MONEY MARKET ACCOUNT	1,002.48	
CITIBANK MONEY MARKET ACCOUNT 3	1,457.60	
BANK OF NY MONEY MARKET ACCT.	13.99	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest		
City of Hemet Interest		
MONTHLY EARNINGS TOTAL	14,758.87	14,758.87
MEMO ONLY:		
MERCHANT BANK CHG.	-2,971.16	
LIBRARY CREDIT CARD FEES	-100.74	
ARMORED CAR		
ASSET SEIZURE FUNDS		
Charges as of: Nov. 1, 2012	-9,302.78	
YTD CHARGES	-12,374.68	
12-13 YEAR-TO-DATE INTEREST EARNINGS		100,916.68

CITY OF HEMET
Portfolio Management
Portfolio Summary
November 30, 2012

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	3,369,000.00	3,438,805.80	3,369,000.00	4.93	1,365	752	1.599	1.621
Managed Pool Accounts	35,060,035.00	35,060,035.00	35,060,035.00	51.29	1	1	0.345	0.350
Passbook/Checking Accounts	16,056,412.79	16,056,412.79	16,056,412.79	23.49	1	1	0.398	0.403
Local Government Bonds	3,140,000.00	3,293,444.60	3,145,522.61	4.60	1,641	933	4.365	4.426
Federal Agency Issues - Coupon	7,500,000.00	7,533,436.20	7,500,000.00	10.97	1,826	1,546	1.250	1.268
Negotiable CDs	3,231,000.00	3,287,828.87	3,231,000.00	4.73	1,629	1,480	1.213	1.229
	68,356,447.79	68,669,963.26	68,361,970.40	100.00%	421	320	0.745	0.755
Investments								
Cash and Accrued Interest								
Accrued Interest at Purchase		6,270.83	6,270.83					
Subtotal		6,270.83	6,270.83					
Total Cash and Investments	68,356,447.79	68,676,234.09	68,368,241.23		421	320	0.745	0.755
Total Earnings								
	November 30	Month Ending	Fiscal Year To Date					
Current Year		39,229.63	206,253.55					
Average Daily Balance		69,129,882.93						
Effective Rate of Return		0.69%						

JUDITH L. OLTMAN, TREASURER

Reporting period 11/01/2012-11/30/2012

Run Date: 01/14/2013 - 14:43

Portfolio COFH
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Report Ver. 5.00

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
November 30, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS3124	3124	Ally Bank		07/30/2010	247,000.00	260,371.27	247,000.00	2.450		2.450	971	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	251,045.14	248,000.00	1.150		1.150	632	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	259,986.89	247,000.00	1.900		1.900	1,467	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	253,442.58	248,000.00	1.550		1.550	690	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	279	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	260,423.32	249,000.00	1.750		1.750	1,411	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	279	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	258,589.73	247,000.00	1.800		1.800	1,362	08/24/2016
SYS3122	3122	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	201	06/20/2013
SYS3123	3123	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	201	06/20/2013
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	289	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	632	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	258,946.87	247,000.00	1.850		1.850	1,350	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	640	09/02/2014
SYS3120	3120	RABOBANK		02/26/2010	100,000.00	100,000.00	100,000.00	1.900		1.900	87	02/26/2013
SYS3121	3121	RABOBANK		02/26/2010	100,000.00	100,000.00	100,000.00	1.900		1.900	87	02/26/2013
Subtotal and Average			3,369,000.00		3,369,000.00	3,438,805.80	3,369,000.00			1.621	752	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			35,058,162.97	35,058,162.97	35,058,162.97	0.350		0.350	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,872.03	1,872.03	1,872.03	0.350		0.350	1	
Subtotal and Average			36,060,035.00		35,060,035.00	35,060,035.00	35,060,035.00			0.350	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			1,668,392.97	1,668,392.97	1,668,392.97			0.000	1	
SYS5001	5001	Citibank			6,035,697.57	6,035,697.57	6,035,697.57	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			8,352,322.25	8,352,322.25	8,352,322.25	0.450		0.450	1	
SYS5002	5002	UNION BANK OF CALIFORNIA		07/01/2012	0.00	0.00	0.00	0.012		0.012	1	
Subtotal and Average			16,688,654.78		16,056,412.79	16,056,412.79	16,056,412.79			0.403	1	
Local Government Bonds												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,112,620.00	1,989,544.69	5.375		5.609	942	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	141,244.60	140,886.55	3.000		2.153	283	09/10/2013
533020DC4	5008	CITY OF LINCOLN		11/03/2011	1,000,000.00	1,039,580.00	1,015,091.37	3.000		2.423	1,005	09/02/2015

Portfolio COFH

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CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
November 30, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Subtotal and Average			3,145,626.48		3,140,000.00	3,293,444.60	3,145,522.61			4.426	933	
Federal Agency Issues - Coupon												
3133EAGH5	2242	FEDERAL FARM CREDIT BANKS		03/08/2012	500,000.00	501,710.00	500,000.00	1.250		1.250	1,558	03/08/2017
3133EAHZ4	2243	FEDERAL FARM CREDIT BANKS		03/20/2012	500,000.00	502,075.00	500,000.00	1.300		1.300	1,570	03/20/2017
3133EAQN1	2248	FEDERAL FARM CREDIT BANKS		05/15/2012	500,000.00	502,065.00	500,000.00	1.140		1.140	1,626	05/15/2017
313379FN4	2250	FEDERAL HOME LOAN BANK		05/30/2012	500,000.00	500,025.00	500,000.00	1.150		1.150	1,641	05/30/2017
3136FMTY0	2209	FEDERAL NTL MORTGAGE ASSOC.		05/28/2010	500,000.00	500,665.00	500,000.00	2.000		2.000	908	05/28/2015
3136FRB44	2229	FEDERAL NTL MORTGAGE ASSOC.		07/22/2011	500,000.00	505,390.60	500,000.00	2.125		2.125	1,329	07/22/2016
3136FTKM0	2236	FEDERAL NTL MORTGAGE ASSOC.		11/23/2011	500,000.00	500,425.00	500,000.00	1.500		1.500	1,453	11/23/2016
3135G0HM8	2238	FEDERAL NTL MORTGAGE ASSOC.		03/08/2012	500,000.00	501,495.00	500,000.00	1.200		1.200	1,558	03/08/2017
3136FTZ77	2239	FEDERAL NTL MORTGAGE ASSOC.		03/13/2012	500,000.00	501,585.00	500,000.00	1.000		1.000	1,563	03/13/2017
3136FT2K4	2240	FEDERAL NTL MORTGAGE ASSOC.		03/20/2012	500,000.00	500,970.00	500,000.00	1.100		1.100	1,570	03/20/2017
3136FT2C2	2241	FEDERAL NTL MORTGAGE ASSOC.		03/21/2012	500,000.00	501,675.00	500,000.00	1.000		1.000	1,571	03/21/2017
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	506,328.10	500,000.00	1.200		1.200	1,627	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	504,687.50	500,000.00	1.050		1.050	1,669	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	502,000.00	500,000.00	1.000		1.000	1,724	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	502,340.00	500,000.00	1.000		1.000	1,824	11/29/2017
Subtotal and Average			7,033,333.33		7,500,000.00	7,533,436.20	7,500,000.00			1.268	1,546	
Negotiable CDs												
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	262,701.14	248,000.00	2.000		2.000	1,608	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	254,870.62	249,000.00	1.200		1.217	1,664	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	254,870.62	249,000.00	1.200		1.217	1,664	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	254,891.46	249,000.00	1.200		1.217	1,670	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	250,976.84	248,000.00	1.000		1.000	1,815	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	252,742.64	249,000.00	1.050		1.065	1,789	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,780	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	252,121.29	249,000.00	1.000		1.014	1,781	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	260,040.12	247,000.00	2.400		2.400	971	07/30/2015
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	1,031	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	968	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	250,614.14	249,000.00	0.750		0.750	671	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	249,000.00	249,000.00	1.100		1.115	1,824	11/29/2017
Subtotal and Average			2,833,233.33		3,231,000.00	3,287,828.87	3,231,000.00			1.229	1,480	

Portfolio COFH
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**CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
November 30, 2012**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
Total and Average			69,129,882.93		68,356,447.79	68,669,963.26	68,361,970.40			0.755	320

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
November 30, 2012**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
Average Balance			0.00	Accrued Interest at Purchase		6,270.83	6,270.83				0
				Subtotal		6,270.83	6,270.83				
Total Cash and Investmentss			69,129,882.93		68,356,447.79	68,676,234.09	68,368,241.23			0.755	320

CITY OF HEMET
Received Interest
Sorted by Issuer
Received November 1, 2012 - November 30, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
BANK OF HEMET	SYS3128	3128	BCD	247,000.00	1.600	11/06/2012	11/07/2012	335.65	335.65	-
							Subtotal	335.65	335.65	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	11/12/2012	11/14/2012	370.09	370.09	-
							Subtotal	370.09	370.09	
BANK OF HEMET	SYS3129	3129	BCD	247,000.00	1.600	11/06/2012	11/07/2012	335.65	335.65	-
							Subtotal	335.65	335.65	
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	11/22/2012	11/26/2012	257.30	253.78	-3.52
							Subtotal	257.30	253.78	
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	11/22/2012	11/26/2012	257.30	253.78	-3.52
							Subtotal	257.30	253.78	
COMMUNITY COMMERCE BANK	SYS3122	3122	BCD	99,000.00	2.200	11/20/2012	11/01/2012	187.55	187.55	-
							Subtotal	187.55	187.55	
COMMUNITY COMMERCE BANK	SYS3123	3123	BCD	99,000.00	2.200	11/20/2012	11/01/2012	187.55	187.55	-
							Subtotal	187.55	187.55	
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	11/25/2012	11/27/2012	225.14	222.05	-3.09
							Subtotal	225.14	222.05	
FEDERAL FARM CREDIT BANKS	3133EAQN1	2248	FAC	500,000.00	1.140	11/15/2012	11/19/2012	2,850.00	2,850.00	-
							Subtotal	2,850.00	2,850.00	
FEDERAL NTL MORTGAGE ASSOC.	3136G0GA3	2249	FAC	500,000.00	1.200	11/16/2012	11/17/2012	3,000.00	3,000.00	-
		2236	FAC	500,000.00	1.500	11/23/2012	11/26/2012	3,750.00	3,750.00	-
		Subtotal					6,750.00	6,750.00		
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	11/17/2012	11/20/2012	214.42	211.48	-2.94
							Subtotal	214.42	211.48	

Portfolio COFH

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CITY OF HEMET
Received Interest
Received November 1, 2012 - November 30, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
RABOBANK	SYS3120	3120	BCD	100,000.00	1.900	11/26/2012	11/28/2012	161.37	163.61	2.24
							Subtotal	161.37	163.61	
RABOBANK	SYS3121	3121	BCD	100,000.00	1.900	11/26/2012	11/28/2012	161.37	163.61	2.24
							Subtotal	161.37	163.61	
Total								12,293.39	12,284.80	
Total Cash Overpayment								4.48		
Total Cash Shortfall								-13.07		

CITY OF HEMET
 Received Interest
 Received November 1, 2012 - November 30, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest	
						Date Received	Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	1,668,392.97		11/02/2012	13.99
						Subtotal	13.99
Citibank	SYS5001	5001	PA1	6,028,695.09	0.450	11/30/2012	1,002.48
						Subtotal	1,002.48
CITIBANK3	SYS5004	5004	PA1	8,254,756.64	0.450	11/30/2012	1,457.60
						Subtotal	1,457.60
						Total	2,474.07

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Portfolio Management
Portfolio Summary
November 30, 2012

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Federal Agency Coupon Securities	1,000,000.00	1,003,490.00	1,000,000.00	100.00	1,826	1,726	1.110	1.125
	1,000,000.00	1,003,490.00	1,000,000.00	100.00%	1,826	1,726	1.110	1.125

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	1,211.80	7,045.14
Average Daily Balance	1,016,666.67	
Effective Rate of Return	1.45%	

JUDITH L. OLTMAN, TREASURER

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Portfolio Management
Portfolio Details - Investments
November 30, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities											
3136G0JX0	3302	FEDERAL NATL MORTGAGE		05/30/2012	500,000.00	502,080.00	500,000.00	1.250	1.250	1,641	05/30/2017
3135G0RQ8	3303	FEDERAL NATL MORTGAGE		11/15/2012	500,000.00	501,410.00	500,000.00	1.000	1.000	1,810	11/15/2017
Subtotal and Average			1,016,666.67		1,000,000.00	1,003,490.00	1,000,000.00		1.125	1,726	
Total and Average			1,016,666.67		1,000,000.00	1,003,490.00	1,000,000.00		1.125	1,726	

LIBRARY
Portfolio Management
Interest Earnings Summary
November 30, 2012

	November 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	8,750.00	8,750.00
Plus Accrued Interest at End of Period	5,989.58	5,989.58
Less Accrued Interest at Beginning of Period	(13,527.78)	(7,694.44)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
	1,211.80	7,045.14
Interest Earned during Period	1,211.80	7,045.14
Adjusted by Capital Gains or Losses	0.00	0.00
	1,211.80	7,045.14
Earnings during Periods	1,211.80	7,045.14
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
	0.00	0.00
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
	0.00	0.00
Interest Earned during Period	0.00	0.00
Total Interest Earned during Period	1,211.80	7,045.14
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	1,211.80	7,045.14

LIBRARY
Received Interest
Sorted by Issuer
Received November 1, 2012 - November 30, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
FEDERAL FARM CREDIT BUREAU	31331KLC2	3300	FAC	0.00	2.250	11/16/2012	11/17/2012	5,625.00	5,625.00	-
								Subtotal	5,625.00	5,625.00
FEDERAL NATL MORTGAGE	3136G0JX0	3302	FAC	500,000.00	1.250	11/30/2012	11/30/2012	3,125.00	3,125.00	-
								Subtotal	3,125.00	3,125.00
Total								8,750.00	8,750.00	
Total Cash Overpayment								0.00		
Total Cash Shortfall								0.00		

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001
 CITY OF HEMET

www.treasurer.ca.gov/pmia
 -laif
 January 14, 2013

CITY TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 98-33-362

Tran Type Definitions

November 2012 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
11/13/2012	11/7/2012	RW	1379146	DONNA ROWLEY	-5,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	40,058,162.97
Total Withdrawal:	-5,000,000.00	Ending Balance:	35,058,162.97

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia

-laif

January 14, 2013

HEMET REDEVELOPMENT AGENCY

TREASURER
445 EAST FLORIDA AVENUE
HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
65-33-006

Tran Type Definitions

November 2012 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,872.03
Total Withdrawal:	0.00	Ending Balance:	1,872.03

HEMET REDEVELOPMENT AGENCY
Cash W/Fiscal Agent: US BANK and LAIF
2002 TAX ALLOCATION BONDS/RDA

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA	TOTAL
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund	
7/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	477,068.90	0.00	(0.00)	0.00	477,068.90
8/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	477,068.90	0.00	(0.00)	0.00	477,068.90
9/30/2012	Interest								0.00
	Interfund transfer	1,594.45			(1,594.45)				0.00
	Debt Service from City of Hemet	296,180.56							296,180.56
	Debt Service Pmt	(297,775.01)							(297,775.01)
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
10/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
11/30/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45

First American Treas Oblig CL D Corp Tr	475,474.45
LAIF/RDA	0.00
	<u>475,474.45</u>

HEMET REDEVELOPMENT AGENCY
Cash W/Fiscal Agent: US BANK and LAIF
1999 TAX ALLOCATION BONDS/RDA

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
7/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	0.00	607,178.60
8/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	0.00	607,178.60
9/30/2012	Interest								0.00
	Interfund transfer	2,029.30			(2,029.30)				0.00
	Debt Service from City of Hemet	453,716.95							453,716.95
	Debt Service Payment	(455,746.25)							(455,746.25)
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
10/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
11/30/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30

First American Treas Oblig CL D Corp Tr	605,149.30
Money Market/RDA	<u>605,149.30</u>

CITY OF HEMET
Cash W/Fiscal Agent: US BANK
2006 Refunding Bonds Series Heartland Project

Date	Activity	103852000 788-150E Bond	103852001 788-150E Prepayment	103852002 Special	103852003 788-151C Escrow	103852004 788-150Z Cost of	103852005 788-150E Reserve	TOTAL	
7/31/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	730,252.54	2,299,800.82	10,736.85	5,402,114.04	0.00	466,136.25	8,909,040.50
8/31/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	730,252.54	2,299,800.82	10,736.85	5,402,114.04	0.00	466,136.25	8,909,040.50
9/30/2012	Interest							0.00	
	Transfer funds					(5,402,114.04)		(5,402,114.04)	
	City of Hemet							0.00	
	Debt Service	(660,923.75)						(660,923.75)	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	69,328.79	2,299,800.82	10,736.85	0.00	0.00	466,136.25	2,846,002.71
10/31/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	69,328.79	2,299,800.82	10,736.85	0.00	0.00	466,136.25	2,846,002.71
11/30/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	69,328.79	2,299,800.82	10,736.85	0.00	0.00	466,136.25	2,846,002.71

First American Treasury Oblig	0.00
US Treasury Notes, various	2,846,002.71 not carried on COH books
Misc Assets	1.00
	<u>2,846,003.71</u>
Cash held by FA, net of Escrow acct	2,846,002.71



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Deputy City Manager/Administrative Services; 
Ron Bradley, Interim City Manager

DATE: February 12, 2013

RE: Warrant Register

The City of Hemet's warrant register January 24, 2013 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of January 7, 2013 to January 20, 2013 was \$551,575.53.

CLAIMS VOUCHER APPROVAL

"I, Rita Conrad, Deputy City Manager/Administrative Services, do hereby certify that to the best of my knowledge and ability, that the warrant register posted on the city's website is a true and correct list of warrants for bills submitted to the City of Hemet, and the payroll register through the dates listed above, and that there will be sufficient monies in the respective funds for their payment."

Respectfully submitted,



Rita Conrad
Deputy City Manager/Administrative Services

RC: mh

CITY OF HEMET
VOUCHER/WARRANT REGISTER
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, RITA CONRAD, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY, THAT THE WR POSTED ON THE CITY WEBSITE IS A TRUE AND CORRECT LIST OF WARRANTS FOR BILLS SUBMITTED TO THE CITY OF HEMET THROUGH THE DATES LISTED ABOVE, AND THAT THERE WILL BE SUFFICIENT MONIES IN THE RESPECTIVE FUNDS FOR THEIR PAYMENT.

RITA CONRAD
DEPUTY CITY MANAGER/ADMINISTRATIVE SERVICES



AGENDA # 10

Staff Report

To: Honorable Mayor and Members of the City Council

From: Jorge Biagioni, Director of Engineering/City Engineer;
Ronald E. Bradley, Interim City Manager *(R/B)*

Date: February 12, 2013

Subject: **RCFC&WCD's Cooperative Agreement
Little Lake MDP, Line B, Stage 1
Project No. 4-0-00265-01**

RECOMMENDATION

Staff respectfully recommends that the City Council:

1. Accept the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD),
2. Authorize the Mayor, Interim City Manager, and City Attorney to execute the Cooperative Agreement.

BACKGROUND

RCFC&WCD has been working on the plans for this master planned facility for a couple of years. The proposed Line B, Stage 1, consists of approximately four thousand eight hundred linear feet (4,800 LF) of eight feet (8') high by ten feet (10') wide reinforced concrete box (RCB) along Meridian Street, from South Hampton Court to Florida Avenue. There are also part of the project the corresponding catch basins and laterals that will collect the surface runoff.

After construction, it has been the District's practice to maintain the main lines and leave the maintenance of catch basins and laterals (smaller than thirty six inches in diameter) to the local agencies, or the County. For this reason, the District requires that the City of Hemet, City of San Jacinto and the County of Riverside enter into separate Cooperative Agreements to fulfill this obligation.

According to District's Project Manager, Mr. Claudio Padres, the contract for the project is expected to be awarded in May, 2013, and construction of the storm drain line may begin by August, 2013. The District has estimated a construction time of approximately six months.

AGENDA DATE: February 12, 2013
SUBJECT: RCFC&WCD's Cooperative Agreement
Little Lake MDP, Line B, Stage 1

Page 2

ANALYSIS

This project will constitute a great benefit to the residents of both, the City of Hemet and the City of San Jacinto, by providing flood protection and improving the driving conditions during rainstorms by eliminating the accumulation of storm water on the streets. A second phase will be built in the future, extending the line south of Florida Avenue, to provide protection to properties located in the unincorporated areas of the County.

COORDINATION & REVIEW:

The Engineering Department has been reviewing the progress prints submitted by the District and final plans will be ready in the next few months.

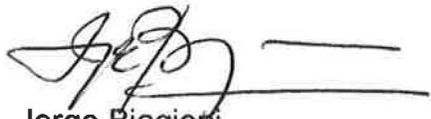
CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

This storm drain line is identified in the City's Master Flood Control and Drainage Plan, adopted in 1984.

FISCAL IMPACT

There are no fiscal impacts to the General Fund. The funds for the maintenance of the new catch basins and storm drain laterals will be drawn from the Storm Drain/Sewer account (Fund 254).

Respectfully submitted,



Jorge Biagioni
Director of Engineering/City Engineer

Fiscal review,



Rita Conrad
Finance Director

Encl. Cooperative Agreement for Project No. 4-0-00265-01

EXHIBIT A

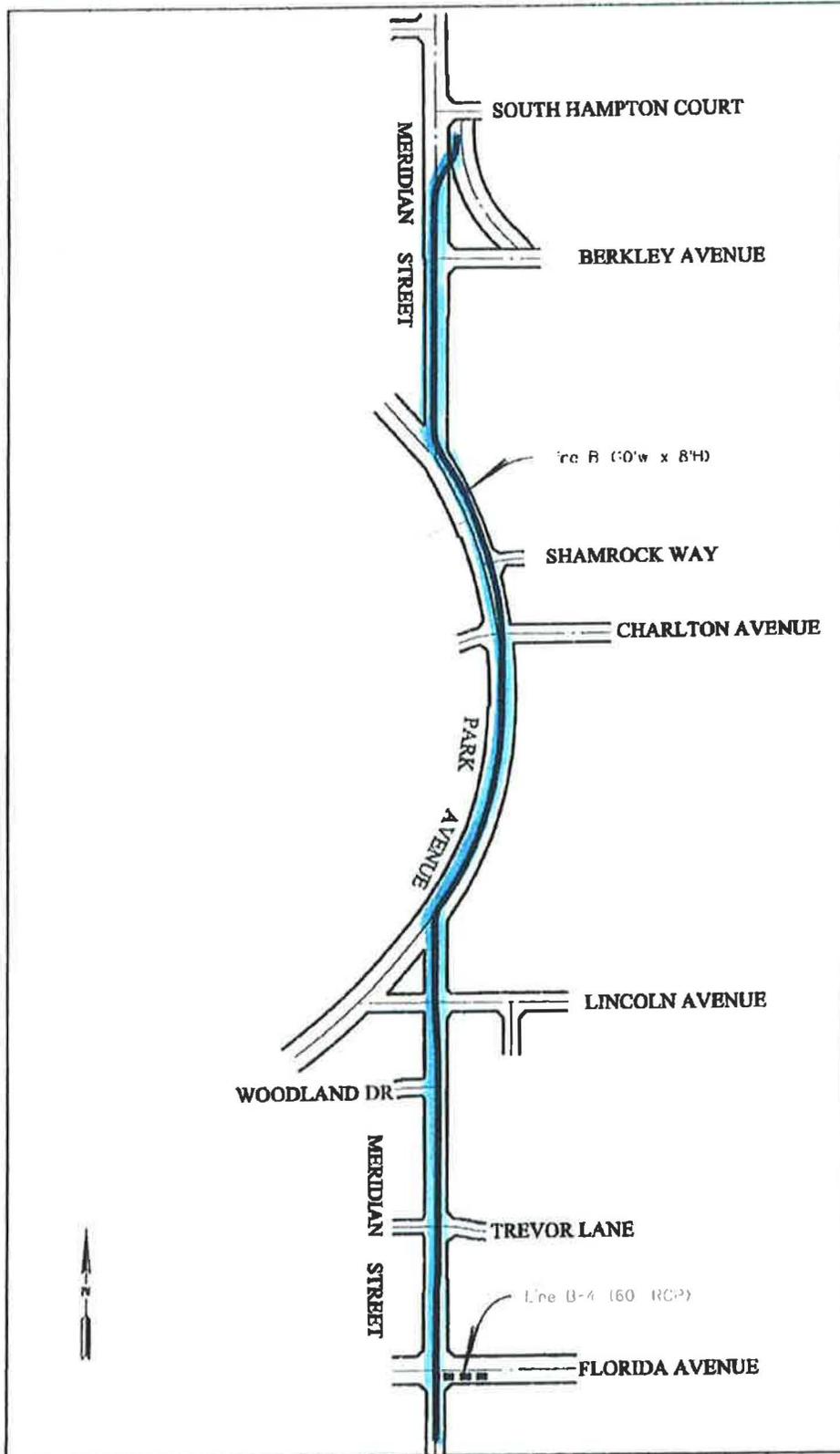


EXHIBIT "A"

COOPERATIVE AGREEMENT

Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
Project No. 4-0-00265-01

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY" on behalf of its Transportation Department, and the CITY OF HEMET, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct Little Lake Master Drainage Plan (MDP) Line B, Stage 1 and a portion of MDP Line B-4 as shown on DISTRICT Drawing No. 4-1024. Construction of these facilities will help to alleviate flooding to existing development within the area; and

B. Little Lake MDP Line B, Stage 1 consists of approximately 4,800 LF of reinforced concrete box, hereinafter referred to as "LINE B", shown in concept as solid line and highlighted in blue on Exhibit "A" attached hereto and made a part hereof; and

C. Little Lake MDP Line B-4 consists of approximately 130 LF of reinforced concrete pipe, hereinafter referred to as "LINE B-4", shown in concept as dash line and highlighted in blue on Exhibit "A"; and

D. Associated with the construction of the above referenced storm drain facilities is the construction of lateral storm drains greater than thirty-six inches (36") in diameter, hereinafter called "DISTRICT LATERALS". Together, LINE B, LINE B-4 and DISTRICT LATERALS are hereinafter referred to as "DISTRICT FACILITIES"; and

E. Also associated with the construction of DISTRICT FACILITIES is the construction of lateral storm drains less than thirty-six inches (36") in diameter, various catch basins, inlets and connector pipes located within County of Riverside, City of Hemet and/or

1 California Department of Transportation rights of way, hereinafter called
2 "APPURTENANCES"; and

3 F. Those APPURTENANCES located within CITY and/or California
4 Department of Transportation rights of way are hereinafter called "CITY APPURTENANCES".
5 Those APPURTENANCES located within COUNTY rights of way are hereinafter called
6 "COUNTY APPURTENANCES"; and

7 G. DISTRICT FACILITIES, CITY APPURTENANCES, and COUNTY
8 APPURTENANCES are hereinafter altogether called "PROJECT"; and

9 H. DISTRICT, CITY and COUNTY are jointly sponsoring the facilities and
10 intend to work together to complete its construction; and

11 I. The purpose of this Agreement is to memorialize the mutual understandings
12 by and between DISTRICT, COUNTY and CITY with respect to design, construction,
13 ownership, and operation and maintenance of PROJECT.
14

15 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
16 covenants hereinafter contained, the parties hereto mutually agree as follows:
17

18 SECTION I

19 DISTRICT shall:

20 1. Prepare, or cause to be prepared, plans and specifications for PROJECT,
21 hereinafter called "PROJECT PLANS", in accordance with the applicable DISTRICT,
22 COUNTY, CITY and California Department of Transportation standards.

23 2. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
24 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
25 appropriate CEQA documents pertaining to the construction, operation and maintenance of
26 PROJECT.
27

28

1 3. Pay all DISTRICT costs associated with the preparation of PROJECT
2 PLANS and with the processing and administration of this Agreement.

3 4. Obtain, at its sole cost and expense, all necessary licenses, agreements,
4 permits and rights of entry as may be necessary to construct, inspect, operate and maintain
5 PROJECT, except as otherwise provided herein.

6 5. Prior to advertising PROJECT for construction bids, submit PROJECT
7 PLANS to CITY and COUNTY for their review and approval, as appropriate.

8 6. Advertise, award and administer a public works construction contract for
9 PROJECT at its sole cost and expense.

10 7. Provide COUNTY and CITY with written notice that DISTRICT has
11 awarded a construction contract for PROJECT.

12 8. Notify COUNTY and CITY, in writing at least twenty (20) days prior to the
13 start of construction of PROJECT.

14 9. Furnish COUNTY and CITY, at the time of providing written notice to
15 COUNTY and CITY of the start of construction as set forth in Section 8, with a construction
16 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor
17 proposes to carry on the various parts of work, including estimated start and completion dates.

18 10. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT
19 administered public works construction contract, in accordance with PROJECT PLANS
20 approved by DISTRICT, COUNTY and CITY, and pay all costs associated therewith.

21 11. Inspect construction of PROJECT.

22 12. Require its construction contractor(s) to comply with all Cal/OSHA safety
23 regulations including regulations concerning confined space and maintain a safe working
24 environment for all DISTRICT, COUNTY and CITY employees on the site.
25
26
27
28

1 13. Assume ownership and sole responsibility for the operation and
2 maintenance of PROJECT until such time as COUNTY and CITY accept ownership and
3 responsibility for the operation and maintenance of COUNTY APPURTENANCES and CITY
4 APPURTENANCES, respectively. Further, it is mutually understood by the parties hereto that
5 prior to COUNTY and CITY acceptance of ownership and responsibility for the operation and
6 maintenance of COUNTY APPURTENANCES and CITY APPURTENANCES, COUNTY
7 APPURTENANCES and CITY APPURTENANCES shall be in a satisfactorily maintained
8 condition as solely determined by COUNTY and CITY.
9

10 14. Within two (2) weeks of completing PROJECT construction, provide
11 COUNTY and CITY with written notice that PROJECT construction is substantially complete
12 and requesting that COUNTY and CITY conduct a final inspection of COUNTY
13 APPURTENANCES and CITY APPURTENANCES.
14

15 15. Upon completion of PROJECT construction, provide COUNTY and CITY
16 with a copy of DISTRICT'S Notice of Completion.
17

18 16. Upon acceptance by COUNTY and CITY of COUNTY
19 APPURTENANCES and CITY APPURTENANCES for ownership, operation and
20 maintenance, provide COUNTY and CITY each with a reproducible duplicate set of "record
21 drawings" of PROJECT plans.
22

23 17. Ensure that all work performed pursuant to this Agreement by DISTRICT,
24 its agents or contractors is done in accordance with all applicable laws and regulations,
25 including but not limited to all applicable provisions of the Labor Code, Business and
26 Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs
27 associated with compliance with applicable laws and regulations.
28

SECTION II

COUNTY shall:

1. Review and approve PROJECT PLANS prior to DISTRICT'S advertising of PROJECT for construction bids.
2. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
3. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within COUNTY rights of way.
4. Order the relocation of all utilities installed by permit or franchise within COUNTY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.
5. Issue, at no cost to DISTRICT or DISTRICT'S contractor(s), the necessary encroachment and road closure permits required to construct PROJECT.
6. Inspect PROJECT construction for quality control purposes at its sole cost, and provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT'S contractor(s) during the construction of PROJECT.
7. Upon receipt of DISTRICT'S written notice that PROJECT construction is substantially complete, conduct a final inspection of PROJECT.
8. Accept sole responsibility for ownership, operation and maintenance of COUNTY APPURTENANCES upon (i) receipt of DISTRICT'S written Notice of Completion as set forth in Section I.15, and (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.16.

1 3. Each party, as to any claim or liability arising out of any act or omission
2 with reference to any work to be performed by or authority delegated to such party as a result of
3 this Agreement, shall save, defend, indemnify and hold harmless the other party and its officers
4 and employees from all liability for death or injury to person, or damage to property, or claim
5 therefor. DISTRICT shall require its prime contractor to include COUNTY and CITY as
6 additional insureds under the liability insurance coverage required by DISTRICT'S construction
7 contract for PROJECT.
8

9 4. In the event of any arbitration, action or suit brought by DISTRICT,
10 COUNTY or CITY against the other party by reason of any breach on the part of the other party
11 of any of the covenants and agreements set forth in this Agreement, or any other dispute
12 between the DISTRICT, COUNTY or CITY concerning this Agreement, the prevailing party in
13 any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and
14 recover from the other party all costs and expenses or claims, including but not limited to,
15 attorney's fees and expert witness fees. This section shall survive any termination of this
16 Agreement.
17

18 5. This Agreement is made and entered into for the sole protection and benefit
19 of the parties hereto. No other person or entity shall have any right or action based upon the
20 provisions of this Agreement.
21

22 6. DISTRICT, COUNTY and CITY each pledge to cooperate in regard to the
23 operation and maintenance of their respective facilities as set forth herein and to discharge their
24 respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of
25 any nuisance condition or undue maintenance impact upon the others' facilities.

26 7. Any and all notices sent or required to be sent to the parties of this
27 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
28

1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Contract Administration Section

CITY OF HEMET
510 East Florida Avenue
Hemet, CA 92543
Attn: Jorge Biagioni

6 COUNTY OF RIVERSIDE
7 TRANSPORTATION DEPT.
8 4080 Lemon Street
9 Riverside, CA 92502
10 Attn: Mojahed Salama

11 8. If any provision in this Agreement is held by a court of competent
12 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
13 continue in full force without being impaired or invalidated in any way.

14 9. This Agreement is to be construed in accordance with the laws of the State
15 of California.

16 10. DISTRICT, COUNTY and CITY shall not assign this Agreement without
17 the written consent of the other parties.

18 11. Any action at law or in equity brought by any of the parties hereto for the
19 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
20 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
21 waive all provisions of law providing for a change of venue in such proceedings to any other
22 county.

23 12. This Agreement is the result of negotiations between the parties hereto, and
24 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
25 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
26 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
27 prepared this Agreement in its final form.

28 13. Any waiver by DISTRICT, COUNTY or CITY, or any breach by any other
party of any provision of this Agreement shall not be construed to be a waiver of any subsequent

1 or other breach of the same or any other provision hereof. Failure on the part of DISTRICT,
2 COUNTY or CITY to require from any other party exact, full and complete compliance with
3 any of the provisions of this Agreement shall not be construed as in any manner changing the
4 terms hereof, or estopping DISTRICT, COUNTY or CITY from enforcing this Agreement.

5 14. This Agreement is intended by the parties hereto as a final expression of
6 their understanding with respect to the subject matter hereof and as a complete and exclusive
7 statement of the terms and conditions thereof and supersedes any and all prior and
8 contemporaneous agreements and understandings, oral and written, in connection therewith.

9 This Agreement may be changed or modified only upon the written consent of the parties
10 hereto.
11

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By _____
JUAN C. PEREZ, Director
Transportation and Land Management

By _____
JOHN TAVAGLIONE, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
MARSHA L. VICTOR
Principal Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement
Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
Project No. 4-0-00265-01



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police
Ronald E. Bradley, Interim City Manager *REB*

DATE: February 12, 2013

RE: Award for Patrol Vehicle "Upfit" Services

RECOMMENDED ACTION:

1. Award of proposal to West Coast Lights & Sirens for vehicle upfit services.
2. Authorize Interim City Manager to approve agreement.

BACKGROUND:

On January 22, 2013, the city council approved the award of bid to Gosch Ford of Hemet for the purchase of (9) black and white Ford Police Interceptors. The police chief indicated in the staff report and during the presentation to council that the "upfit" portion of the project was currently "out to bid" and that a recommendation would be forthcoming.

DISCUSSION / ANALYSIS:

Police vehicles are typically purchased in a "stock" condition and additional equipment such as lights, sirens and other safety equipment are purchased and installed through specialty vendors. This process saves money and provides for a custom fit to the agency.

The police department determined the specification and equipment required in each vehicle.

The purchasing administrator managed the formal Request for Proposal process, including preparation of document, advertising in the Press Enterprise and on our web site. The proposal was sent to three qualified service centers and one response was received. (One additional proposal was received but after the due date so cannot be considered for evaluation.)

COORDINATION AND REVIEW:

The police department reviewed the proposals submitted and in conjunction with the finance and fleet maintenance departments determined that West Coast Lights and Sirens meets all specifications and the cost is within the approved budget amount.

FISCAL IMPACT:

The FY 2012/13 city budget includes \$400,000 from the Equipment Replacement Fund for the purchase and upfit of replacement patrol vehicles. Total cost for upfit services (\$90,324.02) is within the budgeted amount and will be charged the Equipment Replacement Fund 380-3100-5400. The cost for the Automatic License Plate Reader System (\$46,366.40) will be charged to the 2011 US DOJ Justice Assistance Grant Fund 237-3168-5400 (\$38,716.00) and the 2011/12 State COPS Grant Fund 236-3171-5400 (\$7,650.40).

Respectfully Submitted,



David M. Brown
Chief of Police

Fiscal Review,



Rita Conrad
Deputy City Manager
Administrative Services

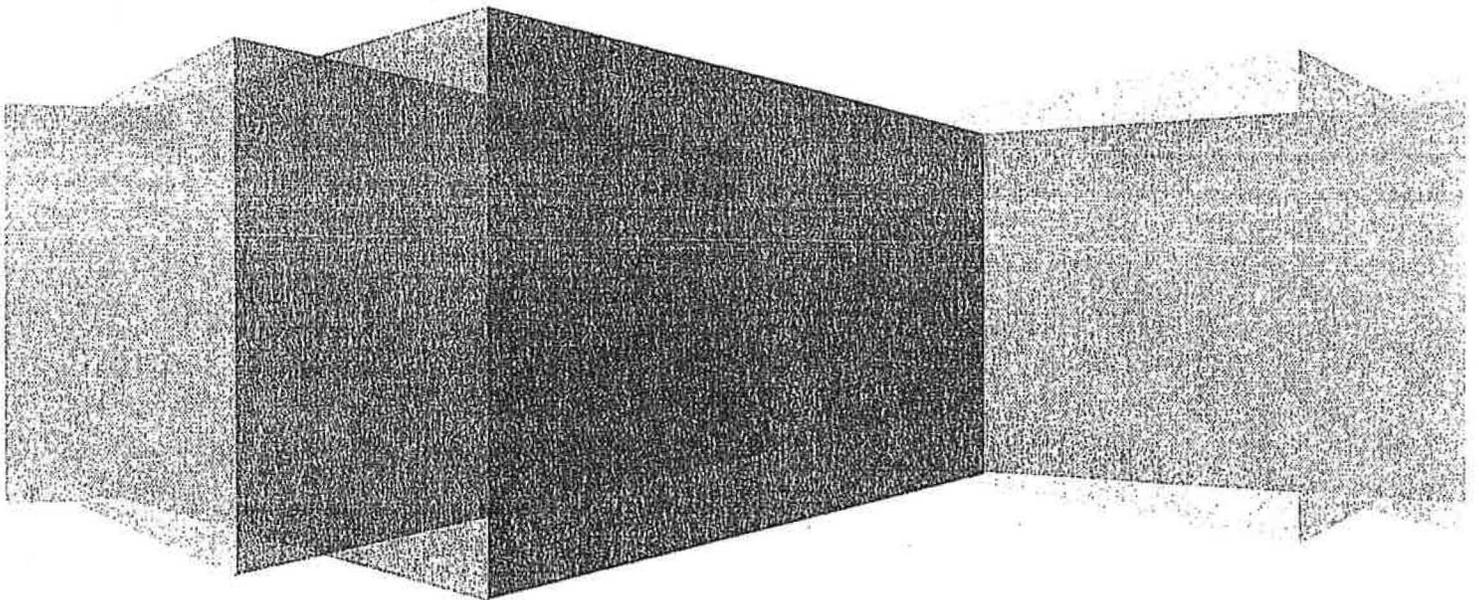
COPY

WEST COAST LIGHTS & SIRENS, INC.
880 Columbia Avenue, Unit #2
Riverside, CA 92507
(951)779-9257

BIDDER PROPOSAL

City of Hemet

**Equipment Installation of (9) new 2013 Ford Sedan
Police Vehicles**





January 22, 2013

Procurement Administrator
City of Hemet
445 E. Florida Ave.
Hemet, CA 92543

To Whom It May Concern:

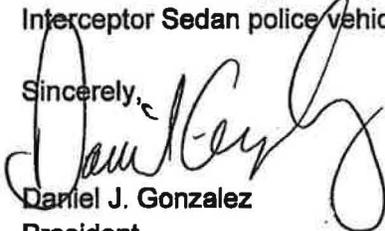
West Coast Lights & Sirens, Inc. is a complete installation center for lights, sirens, radios, lawful containment accessories and custom fabrication for any and all law enforcement vehicles. West Coast Lights & Sirens is also an authorized Federal Signal Corporation service and warranty repair center.

West Coast Lights & Sirens, Inc. is incorporated in the State of California and has been in business since October of 2007. Our technicians are EVT certified as Law Enforcement Vehicle Installation Technicians and have over 20 years combined experience in the field of emergency vehicle upfitting.

President Danny Gonzalez and Controller Patricia Reeves each have ten years experience in the field of emergency vehicle upfitting and government contract management. A copy of our Certificate of Liability Insurance is attached and if awarded this contract, WCLS will add the City of Hemet as additional insured.

Thank you for the opportunity to bid on the upfitting of the City's nine (9) new 2013 Ford Interceptor Sedan police vehicles.

Sincerely,



Daniel J. Gonzalez
President

SECTION B
TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. COMPANY INFORMATION	1
II. DESCRIPTION OF SERVICES	2
III. CAPABILITY	3
IV. COST SECTION	4

SECTION I

COMPANY PROFILE

Company Name: West Coast Lights & Sirens, Inc.
880 Columbia Avenue,
Unit #2
Riverside, CA 92507
(951)779-9257
(951)779-9256 (FAX)

West Coast Lights & Sirens, Inc. (WCLS) is a California Corporation in the business of equipment installation and removal services of law enforcement patrol vehicles. WCLS has been incorporated since October 18, 2007. Danny Gonzalez, President and Director of Operations has over 20 years experience in custom automobile design and fabrication, 11 of which have been in the emergency vehicle field. Rexx Revelle, Shop Foreman for WCLS, has over 13 years experience in the emergency vehicle installation field and has full knowledge of all aspects of this process. Our Controller, Patricia Reeves brings over 20 years in office administration to WCLS, 10 of which are in the emergency vehicle installation industry. WCLS currently employs 13 technicians, 7 of whom are EVT certified and three of whom are certified by Federal Signal Corporation as service and repair technicians. Our entire staff has specifically worked in the installation, removal and repair of the City of Hemet's vehicles in addition to numerous other law enforcement and fire agencies. The WCLS facility is a 12,000 square foot alarmed and secured building located at 880 Columbia Avenue, Unit #2 in the City of Riverside. All work will be performed at this location. Hours of operation are Monday-Friday, 7am to 4pm. WCLS holds no controlling or financial interests in any other organization and is not owned or controlled by any other person or organization.

SECTION II

DEMONSTRATION OF EXPERIENCE AND EXPERTISE

Over the past three years, West Coast Lights & Sirens, Inc. has performed the following:

City of Anaheim – 5 year contract for installation, repair and removal of all patrol, K9, detective, city administration and other emergency vehicles.

San Bernardino Sheriff's Department – Ongoing contract for installation, repair and removal of all patrol, detective, motorcycles, jail vans and other emergency vehicles.

City of Riverside Police Department – Installation, repair and removal of over 40 patrol, detective, K9 and city administration vehicles.

City of Fontana Police Department – Installation, repair and removal of over 30 patrol, detective, K9 and city administration vehicles.

City of Rialto Police Department – Installation, repair and removal of over 30 patrol, detective and K9 vehicles.

The above contracts only represent a few of our customers. A full list of all customers may be obtained at the request of the City of Hemet.

SECTION III

CAPABILITY

Our entire staff has specifically worked in the installation, removal and repair of numerous government agency law enforcement and fire vehicles including the City of Hemet Police Department and City Yard.

SECTION IV
COST SECTION

EXCEPTIONS

Line Item #19:

Intermotive EcoLock - Power Management and Vehicle Security System:

This item is not available until March, 2013. At that time, this item will be available for \$434.28 each but is NOT included on our Estimate #2503 included in Section #IV.

WEST COAST LIGHTS & SIRENS, INC.

880 Columbia Avenue

Suite #2

Riverside, CA 92507



Estimate

Phone #	951-779-9257
---------	--------------

Date	Estimate #
1/16/2013	2503

Name / Address
HEMET POLICE DEPARTMENT 445 EAST FLORDIA AVENUE HEMET, CA. 92543-4209

Project

Item	Description	Qty	Cost	Total
	>> TO INSTALL THE FOLLOWING IN NINE (9) 2013 FORD INTERCEPTOR SEDANS			
65.00/HOUR	LABOR 65.00 PER HOUR	225	65.00	14,625.00
VALR44S-SBAD	44" VALOR RED / BLUE FOR RSO	9	1,750.00	15,750.00T
ES100	ES100 SPEAKER W/O BRACKET	9	154.00	1,386.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	9	14.21	127.89T
SSP3000	SMART SIREN PLATINUM	9	750.00	6,750.00T
PVSP-RM-22	FOOT MIC FOR XTL5000 RADIO W/ 22 FT CABLE	9	252.00	2,268.00T
JOB MATERIALS	PLUG FOR BACK OF RADIO FOR FOOT MIC	9	55.00	495.00T
TP-SB3US-SS	UNIVERSAL SEDAN PARTITION	9	494.91	4,454.19T
	CHARGER, CROWN VIC., CAPRICE (BIG BOY KIT)			
2-KP-FDPI-SS	LOWER KICK PANELS FOR FORD INTERCEPTOR	9	73.71	663.39T
WG-FDPI-DS/PS	WIDOW BARS FOR FORD INTERCEPTOR	9	152.28	1,370.52T
S36INT13	TRANSPORT SEAT FOR 2013 FORD POLICE INTERCEPTOR SEDAN	9	353.34	3,180.06T
FP36INT13	INTEGRATED FLOOR PAN FOR FORD INTERCEPTOR SEDAN	9	131.04	1,179.36T
SHIPPING	SHIPPING (PER SEAT AND TRAY)	9	28.00	252.00
5039	PUSH BUMPER FOR TAURUS INTERCEPTORS	9	191.32	1,721.88T
FABRICATED	FABRICATION - SHOT GUN MOUNT	9	100.00	900.00T
GLSC-1	SANTA CRUZ GUN LOCK SC-1 *(HAND CUFF KEY)*	9	49.40	444.60T
JK0068E	1080E BLACK RACK W/RAIL MOUNT	9	547.00	4,923.00T
SHIPPING	SHIPPING	9	15.00	135.00

Subtotal

ALL ESTIMATES ARE GOOD FOR 30 DAYS

Sales Tax (8.0%)

Total

WEST COAST LIGHTS & SIRENS, INC.

880 Columbia Avenue

Suite #2

Riverside, CA 92507



Estimate

Phone #	951-779-9257
---------	--------------

Date	Estimate #
1/16/2013	2503

Name / Address
HEMET POLICE DEPARTMENT 445 EAST FLORDIA AVENUE HEMET, CA. 92543-4209

Project

Item	Description	Qty	Cost	Total
CC-BPD-15	9" SLOPE, 6" LEVEL FLAT DECK FOR COMPUTERS	9	280.80	2,527.20T
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	9	38.61	347.49T
CM-DH-SA-LT17	COMPUTER MOUNT WITH SWING ARM & TILT	9	360.00	3,240.00T
LF18TSB-LED	18", ON/OFF SWITCH CONTROL, WIRED BASE	9	83.59	752.31T
JOB MATERIALS	RADIO CHARGER	9	96.48	868.32T
JOB MATERIALS	STREAMLIGHT CHARGER	9	12.00	108.00T
782-1636	3-OUTLET 12 VOLT RECEPTACLE	9	36.75	330.75T
AC-FDPITT-38	FULL SIZE TRUCK TRAY FOR FORD INTERCEPTOR	9	327.40	2,946.60T
FABRICATED	FABRICATION-BIKE MOUNT FOR FRONT BUMPER	9	190.00	1,710.00T
416200-33	LED CORNER SYSTEM, 2 CHNL, BLUE(RED/BLUE) IN FRONT MARKERS	9	155.00	1,395.00T
FHL-TAIL	FLASHER, TAILLIGHT, UNIVERSAL APPLICATIONS, 18" WIRE LEADS	9	56.06	504.54T
MPS600-RB	RED/BLUE 6-LED SURFACE MOUNT LIGHTHEAD, BLACK(PUSH BUMPER)	18	72.00	1,296.00T
IPX300-2	IMPAXX AMBER	9	50.00	450.00T
IPX300-3	BLUE, (3) PRIME OUTPUT LEDS	9	50.00	450.00T
FABRICATED	FABRICATION-MOUNT FOR REAR DECK	9	85.00	765.00T
6001	250 AMP RELAY W/ BUILT IN POWER TAMER (TOP H.A.T.)	9	125.13	1,126.17T
7189B	150 AMP BREAKER	9	24.19	217.71T
5025B	FUSE BLOCK STBLADE 6 CIRC W/GRND/CVR	9	21.59	194.31T

Subtotal

ALL ESTIMATES ARE GOOD FOR 30 DAYS

Sales Tax (8.0%)

Total

WEST COAST LIGHTS & SIRENS, INC.

880 Columbia Avenue

Suite #2

Riverside, CA 92507



Estimate

Phone #	951-779-9257
---------	--------------

Date	Estimate #
1/16/2013	2503

Name / Address
HEMET POLICE DEPARTMENT 445 EAST FLORDIA AVENUE HEMET, CA. 92543-4209

				Project
Item	Description	Qty	Cost	Total
5029B	FUSE BLOCK ST BLADE 12 CIRCUIT	9	24.06	216.54T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	9	85.00	765.00T
	>> AUTOMATED LICENSE PLATE READER (2 VEHICLES ONLY)			
FED	4 CAMERA FEDERAL SIGNAL SLATE "GOLD"	2	18,300.00	36,600.00T
FED	BOSS-ADMIN	2	995.00	1,990.00T
FED	BOSS-MAP	2	795.00	1,590.00T
FED	PIPS SERVICE FEE INSTALLATION, COMMISSIONING & TRAINING	2	1,200.00	2,400.00T
SHIPPING	SHIPPING	2	190.00	380.00
			Subtotal	\$123,796.83
ALL ESTIMATES ARE GOOD FOR 30 DAYS			Sales Tax (8.0%)	\$8,672.39
			Total	\$132,469.22

SECTION VII
SIGNATURE SHEET

7.0 TO THE CITY OF HEMET

Pursuant to and in compliance with your Request for Proposal, the undersigned bidder, having familiarized himself with the terms of the agreement documents, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, and expendable equipment to perform the services in a workmanlike manner, all in strict conformity with the Specifications.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if this Proposal is accepted, that he will execute a contract with the City of Hemet substantially in the form of the Agreement set forth in the RFP documents.

7.1 INTRODUCTION

Proposer shall sign and submit this Signature Sheet and include all costs, in accordance with the Specifications defined in Section IV.

7.2 COST FOR SCOPE OF WORK IN SPECIFICATIONS, SECTION IV

Vendor shall submit detailed cost sheets on all equipment, installation (including number of hours), freight, travel and other reimburseable costs. Prices shall be firm for 60 days from date of bid opening to permit staff evaluation.

⇒ *The undersigned bidder declares that he has carefully examined the specifications and read the terms and conditions, and hereby proposes and agrees, if this bid is accepted, to furnish all material in accordance with the specifications and instructions, in the time and manner therein prescribed for the unit cost amounts set forth on this Bid Sheet. THE VENDOR IN SUBMITTING THIS BID MUST FILL IN THE FOLLOWING INFORMATION. FAILURE TO DO SO MAY VOID YOUR BID.*

Company Name: WEST Coast Lights + Sirens, Inc.	Address: (Street, Ste. #, City, State, Zip) 880 Columbia Ave., #2 Riverside, CA 92507
Telephone #: 951-779-9257	
Fax #: 951-779-9256	
E-mail address: TRISH@WCLS.US	Business License Number: Riverside # BLO0130505
Authorized Representative: (print) Patricia Reeves	Signature: 

REFERENCE SUBMITTAL FORM

Firm #1 - Name of Firm: City of Riverside

Address of Firm: 10540 Magnolia Ave., "B", Riverside, CA 92504

Contact Person: Brett Hite Phone No. 951-905-2860

Date of Project: From 11/2007 To Current

Brief Description of Project: Complete installation and custom fabrication of patrol, detective and admin units. Ongoing fleet repair, maintenance and custom fabrication

Firm #2 - Name of Firm: San Bernardino Sheriff's Dept.

Address of Firm: 655 E. Third St., San Bernardino, CA 92415

Contact Person: Lt. Dave Phelps Phone No. 909-387-3465

Date of Project: From 11/2007 To Current

Brief Description of Project: Complete installation and custom fabrication of patrol, detective, admin, Jail vans, motorcycles and ongoing fleet repair, maintenance and custom fabrication

Firm #3 - Name of Firm: City of Anaheim

Address of Firm: 955 S. Melrose, Anaheim, CA 92805

Contact Person: Ruben Perez Phone No. 714-765-6817

Date of Project: From 2008 To Current

Brief Description of Project: Complete installation and custom fabrication of patrol, detective and admin vehicles and ongoing fleet repair, maintenance and custom fabrication



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/25/20

PRODUCER (951)784-0311 FAX: (951)784-5433 Canyon Crest Insurance Service, Inc. License # OD51775 5051 Canyon Crest Dr. #200 Riverside CA 92507		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELONGING TO THE INSURED.	
INSURED West Coast Lights & Sirens 880 Columbia #2 Riverside CA 92507		INSURERS AFFORDING COVERAGE INSURER A: EMC INSURANCE COMPANIES INSURER B: PROCENTURY INSURANCE CO. INSURER C: INSURER D: INSURER E:	NAIC # 21415 21903

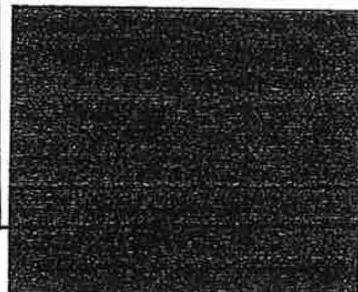
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	3X63782--13	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 1,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5
						PERSONAL & ADV INJURY \$ 1,000
						GENERAL AGGREGATE \$ 2,000
						PRODUCTS - COM/POP AGG \$ 2,000
		GENL AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	3X63782--13	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
A		GARAGE LIABILITY	3X63782--13	11/1/2012	11/1/2013	AUTO ONLY - EA ACCIDENT \$ 1,000
		<input checked="" type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ 1,000
						AGG \$ 2,000
A		EXCESS / UMBRELLA LIABILITY	3X63782--13	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 4,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCMFRO5090253	11/5/2012	11/5/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT \$ 1,000
						EL DISEASE - EA EMPLOYEE \$ 1,000
						EL DISEASE - POLICY LIMIT \$ 1,000
A		OTHER GARAGEKEEPERS LIABILITY - DIRECT PRIMARY	3X63782-13	11/1/2012	11/1/2013	\$1,000,000 LIMIT COMPREHENSIVE DED COLLISION DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is Recognized As Additional Insured As Their Interest May Appear

CERTIFICATE HOLDER



CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITING NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Linda Meinzer/LB

David Brown - Public Record Requests

From: Rob Charles Webb
To: Deanna Elliano; Kristen Jensen; Laura Ireland; Mark Orme; Rita Conra...
Date: 2/6/2013 9:39 AM
Subject: Public Record Requests
CC: POLICE MANAGEMENT
Attachments: Information Request Form.pdf

Good Morning:

In the last few weeks we have had numerous requests from city departments to release police reports for one reason or another. We are asking that any request be documented on the attached form and routed to our Records Department. This will make sure our Custodian of Records sees and approves the release and also will help us make sure multiple people are not working on a release that came in via email or phone call.

Thank you for your help, we will be advising all PD employees that the form will be required to release the requested information. We will continue to make the request from a city department or city attorney a high priority. If you must send the request via email please make it attention to Sgt. Rob Gibbs. As always, please give me a call if you have questions or concerns.

Custodian of Records
Hemet PD
Sgt. Rob Gibbs
rgibbs@cityofhemet.org

Thanks,

Rob

Captain Rob Webb
Hemet Police Department
cwebb@cityofhemet.org
450 E. Latham Ave.
Hemet, CA 92543
Phone: 951.765.2411
Fax: 951.765.2474

"Excellence in Service"



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Eric Vail, City Attorney
Kristen Jensen, Public Works Director

DATE: February 13, 2013

RE: Watermaster Costs

RECOMMENDATION:

That the City Council approve Resolution No. 13-005, Providing the Reimbursement of Actual Expenses and a Stipend for the City's Watermaster Representative and Alternate Representative.

BACKGROUND:

Pursuant to the Stipulated Judgment in Eastern Municipal Water District v. Lake Hemet Municipal Water District, et al., the stakeholders in the Hemet/San Jacinto Groundwater Management Area have developed the Hemet/San Jacinto Water Management Plan ("Plan"). The Plan provides a foundation that guides and supports responsible water management in the future. The local stakeholders involved in the Plan include the Eastern Municipal Water District, Lake Hemet Municipal Water District, City of Hemet ("City"), City of San Jacinto, (collectively, the "Public Agencies") and Private Water Producers.

A Watermaster will be in charge of the administration, implementation, and monitoring of the Plan. The Watermaster will consist of one elected official from each of the Public Agencies and one representative selected by participating Private Water Producers. The City has already appointed its representative and an alternate representative to the Watermaster. Water Code Section 4053 provides that watermasters shall receive compensation for their services and reimbursement for their expenses.

ANALYSIS:

Water is a necessary resource for the continued vitality of the Hemet/San Jacinto Valley. The Plan will help ensure the availability of this precious resource through the Watermaster's effective administration, implementation, and monitoring. In order to foster such efforts it is necessary for the City to have a representative to the Watermaster and provide for certain related expenses.

Government Code Section 36516(c) authorizes the City Council to approve compensation of up to \$150 per month for Council Members, separate from their stipend for Council duties, for their service on a commission, committee, board, authority, or similar body, if authorized by statute.

This further compensation is in addition to any reimbursement of actual and necessary expenses. Section 4053 of the Water Code provides that “[w]atermasters, in addition to compensation for their services, shall receive necessary travel expenses incurred in the performance of their duties.” This Section does not set the amount of the stipend. It is recommended that the Council use as a model for the stipend, the compensation formerly provided to Redevelopment Agency board members under the Community Redevelopment Law, of \$30 per meeting for up to four meetings per month (\$120), plus reasonable and necessary expenses.

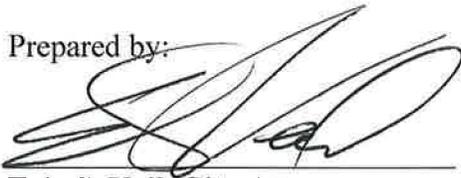
FISCAL IMPACT:

Approving the resolution will involve a minimal financial impact for the City, including as previously detailed, (a) the reimbursement of the actual and necessary expenses incurred by the City’s representative to the Watermaster, or the alternative representative, incurred in the performance of the representative’s official duties and (b) payment to the representative or alternate representative a stipend of thirty (\$30) dollars per Watermaster meeting attended, for up to four (4) Watermaster meetings per month.

ATTACHMENTS:

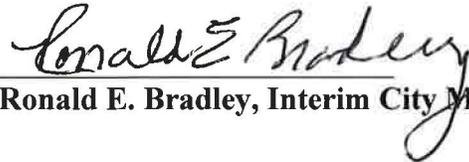
A Resolution of the City Council of the City of Hemet, California, Providing the Reimbursement of Actual Expenses and a Stipend for the City’s Watermaster Representative and Alternate Representative.

Prepared by:



Eric S. Vail, City Attorney

Reviewed & Approved by:



Ronald E. Bradley, Interim City Manager

Reviewed & Approved by:



Rita Conrad, Finance Director

Reviewed & Approved by:



**Kristen Jensen,
Public Works Director**



**CITY OF HEMET
Hemet, California
RESOLUTION NO. 13-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, PROVIDING THE
REIMBURSEMENT OF ACTUAL EXPENSES AND A
STIPEND FOR THE CITY'S WATERMASTER
REPRESENTATIVE AND ALTERNATE
REPRESENTATIVE.**

WHEREAS, pursuant to the Stipulated Judgment in Eastern Municipal Water District v. Lake Hemet Municipal Water District, et al., the stakeholders in the Hemet/San Jacinto Groundwater Management Area have developed the Hemet/San Jacinto Water Management Plan ("Plan") to provide a foundation that guides and supports responsible water management in the future; and,

WHEREAS, the local stakeholders involved in the Plan include the Eastern Municipal Water District, Lake Hemet Municipal Water District, City of Hemet ("City"), City of San Jacinto, (collectively, the "Public Agencies") and Private Water Producers; and,

WHEREAS, the Plan assigns the administration, implementation, and monitoring of the Plan to a Watermaster; and,

WHEREAS, the Watermaster will consist of one elected official from each of the Public Agencies and one representative selected by the participating Private Water Producers; and,

WHEREAS, the City appointed its representative and an alternate representative to the Watermaster; and,

WHEREAS, Water Code Section 4053 provides that watermasters shall receive compensation for their services and reimbursement for expenses.

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve:

SECTION 1. Incorporation of Recitals.

The City Council, finds and determines that the above referenced recitals are true and correct and material to this Resolution.

SECTION 2. City Council Actions.

The City Council hereby takes the following actions:

(a) The City Council hereby provides for the reimbursement of the actual and necessary expenses incurred by the City's representative to the Watermaster, or the alternative representative, incurred in the performance of the representative's official duties. Reimbursement for these expenses is subject to Government Code Sections 53232.2 and 53232.3

(b) The City shall pay the representative or alternate representative a stipend of thirty dollars (\$30) per Watermaster meeting attended, for up to four (4) Watermaster meetings per month. If five (5) or more Watermaster meetings are held during a month, the representative or alternative representative shall attend the fifth and subsequent meetings with no stipend.

PASSED, APPROVED, AND ADOPTED this ____th day of February, 2013

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the day ____ of _____, 2013 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Jorge Biagioni, Director of Engineering/City Engineer: 
Ron Bradley, Interim City Manager 
DATE: February 12, 2013
RE: Functional Classification Change for Roadways

RECOMMENDED ACTION:

That the City Council approve changes of the roadway classification for segments of Whittier Avenue, Gilbert Street and Buena Vista Street to Functional Classification and approve Resolution No. 13-002 (attached Exhibit "A").

BACKGROUND:

From time to time the City has competed for or been awarded Federal Funding to perform roadway rehabilitation. Streets which are applicable need to be classified as a "Functional Classification" roadway on the California Roadway System. Currently the segments of Whittier from Lyon to San Jacinto, Gilbert from Florida to Chambers and Buena Vista from Florida to Chambers are not classified as "Functional Classification" by the California Department of Transportation. (attached Exhibit "B")

PROJECT DESCRIPTION:

Changing the description to "Functional Classification" will allow the roadway segments to be eligible to receive Federal Funds for future rehabilitation work when they are selected for a project.

ANALYSIS:

The segments of Whittier, Gilbert and Buena Vista noted above are not currently classified as "Functional Classification" roads on the list of the California Roadway System. These street segments will need rehabilitation in years to come and should be re-classified to be able to receive Federal Funds when the time comes for their rehabilitation.

FISCAL IMPACT:

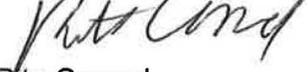
No General Fund Impact. There are no costs associated with this action.

Respectfully submitted,



Victor Monz
Principal Engineer

Fiscal Review,



Rita Conrad
Finance Director

Attachment(s): Exhibit "A" Resolution No. 13-002
Exhibit "B" Map of Functional Classification Roadways



**CITY OF HEMET
Hemet, California
RESOLUTION NO. 13-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, APPROVING THE SUBMITTAL OF A
FUNCTIONAL CLASSIFICATION CHANGE FOR LOCAL STREETS
AND ROADS TO THE STATE OF CALIFORNIA, DEPARTMENT OF
TRANSPORTATION.**

WHEREAS, incorporated Cities are responsible for initiating requests for changes to the functional classification of streets and roads under their jurisdiction; and,

WHEREAS, the City of Hemet receives State and Federal road improvement and maintenance funding based on street and road designation; and

WHEREAS, said Functional Classification Change, as presented in Exhibit A has been reviewed by the City Council of the City of Hemet;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hemet that it does hereby approve the submittal of a Functional Classification Change for local streets and roads to the State of California, Department of Transportation.

PASSED, APPROVED, AND ADOPTED this 12th day of February, 2013.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

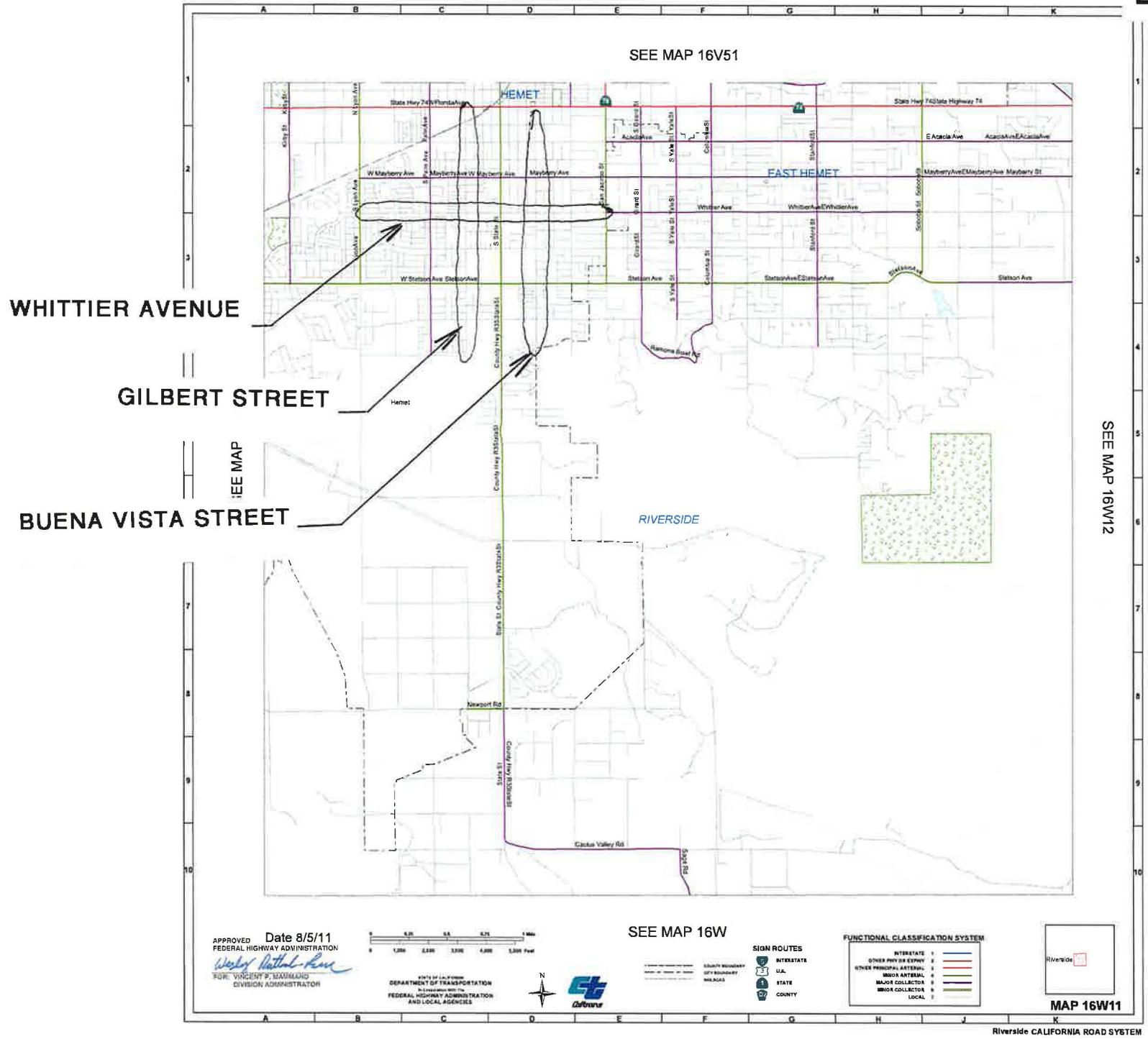
1 | **State of California**)
2 | **County of Riverside**)
3 | **City of Hemet**)
4 |

5 | **I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the**
6 | **foregoing Resolution is the actual Resolution adopted by the City Council of the City**
7 | **of Hemet and was passed at a regular meeting of the City Council, on the 12th day of**
8 | **February, 2013, by the following vote:**
9 |

10 | **AYES:**
11 | **NOES:**
12 | **ABSTAIN:**
13 | **ABSENT:**
14 |
15 |
16 |
17 |
18 |
19 |
20 |
21 |
22 |
23 |
24 |
25 |
26 |
27 |

Sarah McComas, City Clerk

EXHIBIT "B"



APPROVED Date 8/5/11
 FEDERAL HIGHWAY ADMINISTRATION
Walter D. [Signature]
 DIVISION ADMINISTRATOR

1:000 2:000 3:000 4:000 5:000 Feet
 COUNTY BOUNDARY
 CITY BOUNDARY
 MILEAGE
 DEPARTMENT OF TRANSPORTATION
 IN COOPERATION WITH THE
 FEDERAL HIGHWAY ADMINISTRATION
 AND LOCAL AGENCIES



SEE MAP 16W

SIGN ROUTES
 INTERSTATE
 U.S.
 STATE
 COUNTY

FUNCTIONAL CLASSIFICATION SYSTEM

INTERSTATE	1	
OTHER FREEWAY OR EXPRESSWAY	2	
OTHER PRINCIPAL ARTERIAL	3	
MINOR ARTERIAL	4	
MAJOR COLLECTOR	5	
MINOR COLLECTOR	6	
LOCAL	7	





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Director of Engineering/City Engineer; Ron Bradley, Interim City Manager

DATE: February 12, 2013

RE: Award of Bid for the Chambers Street Sidewalk, City Project No. 5559

RECOMMENDED ACTION:

That the City Council award the contract to the lowest, responsive bidder, Crownline General Contractor for the Chambers Street Sidewalk Project, CIP 5559 in the amount of \$72,523.25, and reject all other bids;

Authorize the Interim City Manager to enter into a construction contract for the improvements;

Establish budget in the amount of \$72,523.25 in Fund No. 329-5559-5500 for the cost of construction and \$15,000 in Fund No. 329-5559-2710 for design and staff administration costs.

BACKGROUND:

The City received an SB821 grant in the amount of \$43,761.63 from Riverside County Transportation Commission (RCTC) being a 50% match with the City's Street Fund to cover construction and administrative costs for a total project amount of \$87,523.25

PROJECT DESCRIPTION:

The project will install 2,340 linear feet of (5) ft wide sidewalk along Chambers Street and up Buena Vista Street connecting into the existing sidewalk. In addition, (2) ADA compliant access ramps will be constructed, as shown on the attached Exhibit "A".

ANALYSIS:

On January 31, 2013 the Purchasing offices received 13, responsive, sealed bids, with the three lowest shown below; (See attached Exhibit "B" Bid Results).

Crownline General Contractor of Chino Hills, CA	\$ 72,523.25
NPG, Inc. of Perris, CA	\$ 80,884.25
Blackrock Construction of Brea, CA	\$ 82,000.25

COORDINATION & REVIEW:

The project was circulated for Public Bidding purposes by publishing an advertisement in the Press Enterprise and the following contractor plan rooms McGraw Hill, Reed Construction Data, iSqFt Planroom, Association of General Contractors and Bid America.

FISCAL IMPACT:

No General Fund Impact. Funding for this project is available in the Streets and Bridges fund and will receive a 50% reimbursement from RCTC through its SB 821 grant program.

Respectfully submitted,



Victor Monz
Principal Engineer

Fiscal Review,



Rita Conrad
Finance Director

Attachment(s): Exhibit "A" Plan View
Exhibit "B" Bid Results

Exhibit 'A'
Chambers Street Sidewalk
CIP No. 5559



SCALE: 1" = 200'

THORNTON AVE.

BUENA VISTA STREET

PROPOSED 2,340 L.F. ~ 5 FT. WIDE SIDEWALK

STATE STREET

NEW ADA COMPLIANT
ACCESS RAMP

CHAMBERS STREET

NEW ADA COMPLIANT
ACCESS RAMP



City of Hemet

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

510 E. FLORIDA AVENUE
HEMET, CA 92543
(951) 765-2360

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Chambers Street Sidewalk & ADA Access Ramps - CIP #5559

EXHIBIT "B"

Sheet 1 of 2

Bid Opening Date: January 31, 2013

Time: 2:00 P.M.

Item No. & Description	Unit	Quantity	Crownline Gen. Contr.		NPG Inc.		Black Rock Constr.		Greer's Concrete	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 3,589.00	\$ 3,589.00	\$ 2,000.00	\$ 2,000.00
2. R/D exist. C&G	L.F.	235	\$ 8.20	\$ 1,927.00	\$ 10.40	\$ 2,444.00	\$ 10.00	\$ 2,350.00	\$ 8.00	\$ 1,880.00
3. R/D exist. AC	S.F.	4,500	\$ 0.75	\$ 3,375.00	\$ 0.50	\$ 2,250.00	\$ 1.25	\$ 5,625.00	\$ 1.50	\$ 6,750.00
4. Construct C&G	L.F.	480	\$ 23.75	\$ 11,400.00	\$ 19.50	\$ 9,360.00	\$ 18.50	\$ 8,880.00	\$ 17.00	\$ 8,160.00
5. Construct Sidewalk	S.F.	11,700	\$ 2.45	\$ 28,665.00	\$ 2.80	\$ 32,760.00	\$ 2.40	\$ 28,080.00	\$ 3.00	\$ 35,100.00
6. Construct AC slot-patch	S.F.	1,050	\$ 5.50	\$ 5,775.00	\$ 5.75	\$ 6,037.50	\$ 7.00	\$ 7,350.00	\$ 8.00	\$ 8,400.00
7. R/D exist. Ramp	S.F.	800	\$ 2.00	\$ 1,600.00	\$ 1.50	\$ 1,200.00	\$ 2.00	\$ 1,600.00	\$ 1.50	\$ 1,200.00
8. R/D exist. Sidewalk	S.F.	650	\$ 2.00	\$ 1,300.00	\$ 1.50	\$ 975.00	\$ 2.00	\$ 1,300.00	\$ 3.50	\$ 2,275.00
9. Construct Ramp	EA.	2	\$ 800.00	\$ 1,600.00	\$ 4,325.00	\$ 8,650.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00
10. Remove exist. Reflector	EA.	9	\$ 25.00	\$ 225.00	\$ 10.00	\$ 90.00	\$ 100.00	\$ 900.00	\$ 25.00	\$ 225.00
11. Roadway Excavation	S.F.	1,725	\$ 2.25	\$ 3,881.25	\$ 1.35	\$ 2,328.75	\$ 2.25	\$ 3,881.25	\$ 1.00	\$ 1,725.00
12. Sidewalk excavation	S.F.	11,700	\$ 0.75	\$ 8,775.00	\$ 0.67	\$ 7,839.00	\$ 0.85	\$ 9,945.00	\$ 0.75	\$ 8,775.00
13. Traffic Control Plan	L.S.	1	\$ 800.00	\$ 800.00	\$ 1,950.00	\$ 1,950.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
14. S.W.P.P.P.	L.S.	1	\$ 1,400.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
TOTAL BID AMOUNT			\$ 72,523.25		\$ 80,884.25		\$ 82,000.25		\$ 84,490.00	

Item No. & Description	Unit	Quantity	JDC, Inc.		Landmark Site		Grigolla & Sons		Wheeler Paving	
			Unit Bid	Total Bid						
1. Mobilization	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 3,164.00	\$ 3,164.00	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00	\$ 4,400.00
2. R/D exist. C&G	L.F.	235	\$ 5.00	\$ 1,175.00	\$ 3.80	\$ 893.00	\$ 16.00	\$ 3,760.00	\$ 7.80	\$ 1,833.00
3. R/D exist. AC	S.F.	4,500	\$ 0.60	\$ 2,700.00	\$ 2.85	\$ 12,825.00	\$ 2.00	\$ 9,000.00	\$ 1.00	\$ 4,500.00
4. Construct C&G	L.F.	480	\$ 16.00	\$ 7,680.00	\$ 13.90	\$ 6,672.00	\$ 17.00	\$ 8,160.00	\$ 12.60	\$ 6,048.00
5. Construct Sidewalk	S.F.	11,700	\$ 3.30	\$ 38,610.00	\$ 2.30	\$ 26,910.00	\$ 3.00	\$ 35,100.00	\$ 3.30	\$ 38,610.00
6. Construct AC slot-patch	S.F.	1,050	\$ 7.50	\$ 7,875.00	\$ 9.55	\$ 10,027.50	\$ 4.00	\$ 4,200.00	\$ 7.20	\$ 7,560.00
7. R/D exist. Ramp	S.F.	800	\$ 2.00	\$ 1,600.00	\$ 3.00	\$ 2,400.00	\$ 2.00	\$ 1,600.00	\$ 3.00	\$ 2,400.00
8. R/D exist. Sidewalk	S.F.	650	\$ 1.00	\$ 650.00	\$ 2.95	\$ 1,917.50	\$ 2.00	\$ 1,300.00	\$ 3.00	\$ 1,950.00
9. Construct Ramp	EA.	2	\$ 5,000.00	\$ 10,000.00	\$ 1,554.00	\$ 3,108.00	\$ 1,600.00	\$ 3,200.00	\$ 2,875.00	\$ 5,750.00
10. Remove exist. Reflector	EA.	9	\$ 10.00	\$ 90.00	\$ 85.30	\$ 767.70	\$ 20.00	\$ 180.00	\$ 168.00	\$ 1,512.00
11. Roadway Excavation	S.F.	1,725	\$ 2.00	\$ 3,450.00	\$ 3.45	\$ 5,951.25	\$ 3.00	\$ 5,175.00	\$ 5.40	\$ 9,315.00
12. Sidewalk excavation	S.F.	11,700	\$ 0.90	\$ 10,530.00	\$ 1.05	\$ 12,285.00	\$ 1.00	\$ 11,700.00	\$ 0.80	\$ 9,360.00
13. Traffic Control Plan	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,848.00	\$ 1,848.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00
14. S.W.P.P.P.	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 2,277.00	\$ 2,277.00	\$ 4,000.00	\$ 4,000.00	\$ 3,600.00	\$ 3,600.00
TOTAL BID AMOUNT			\$ 90,360.00		\$ 91,045.95		\$ 94,875.00		\$ 99,238.00	

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Chambers Street Sidewalk & ADA Access Ramps - CIP #5559

EXHIBIT "B"

Sheet 2 of 2

Item No. & Description	Unit	Quantity	J. RDMMAC, Inc.		AAN Construction, Inc.		Cooley Constr.		All American Asphlt.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,500.00	\$ 15,500.00	\$ 12,006.00	\$ 12,006.00
2. R/D exist. C&G	L.F.	235	\$ 11.00	\$ 2,585.00	\$ 4.00	\$ 940.00	\$ 9.10	\$ 2,138.50	\$ 9.40	\$ 2,209.00
3. R/D exist. AC	S.F.	4,500	\$ 1.65	\$ 7,425.00	\$ 2.00	\$ 9,000.00	\$ 0.92	\$ 4,140.00	\$ 1.30	\$ 5,850.00
4. Construct C&G	L.F.	480	\$ 30.00	\$ 14,400.00	\$ 21.00	\$ 10,080.00	\$ 18.00	\$ 8,640.00	\$ 20.00	\$ 9,600.00
5. Construct Sidewalk	S.F.	11,700	\$ 4.60	\$ 53,820.00	\$ 4.00	\$ 46,800.00	\$ 3.23	\$ 37,791.00	\$ 3.00	\$ 35,100.00
6. Construct AC slot-patch	S.F.	1,050	\$ 7.14	\$ 7,497.00	\$ 5.00	\$ 5,250.00	\$ 12.00	\$ 12,600.00	\$ 15.00	\$ 15,750.00
7. R/D exist. Ramp	S.F.	800	\$ 1.65	\$ 1,320.00	\$ 2.00	\$ 1,600.00	\$ 3.00	\$ 2,400.00	\$ 1.50	\$ 1,200.00
8. R/D exist. Sidewalk	S.F.	650	\$ 1.65	\$ 1,072.50	\$ 2.00	\$ 1,300.00	\$ 3.00	\$ 1,950.00	\$ 1.50	\$ 975.00
9. Construct Ramp	EA.	2	\$ 2,300.00	\$ 4,600.00	\$ 1,800.00	\$ 3,600.00	\$ 2,160.00	\$ 4,320.00	\$ 1,500.00	\$ 3,000.00
10. Remove exist. Reflector	EA.	9	\$ 10.00	\$ 90.00	\$ 300.00	\$ 2,700.00	\$ 97.00	\$ 873.00	\$ 160.00	\$ 1,440.00
11. Roadway Excavation	S.F.	1,725	\$ 1.20	\$ 2,070.00	\$ 2.00	\$ 3,450.00	\$ 2.60	\$ 4,485.00	\$ 4.20	\$ 7,245.00
12. Sidewalk excavation	S.F.	11,700	\$ 0.80	\$ 9,360.00	\$ 1.38	\$ 16,146.00	\$ 1.00	\$ 11,700.00	\$ 1.25	\$ 14,625.00
13. Traffic Control Plan	L.S.	1	\$ 800.00	\$ 800.00	\$ 1,411.00	\$ 1,411.00	\$ 4,240.00	\$ 4,240.00	\$ 6,000.00	\$ 6,000.00
14. S.W.P.P.P.	L.S.	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00
TOTAL BID AMOUNT				\$ 106,539.50		\$ 107,777.00		\$ 116,277.50		\$ 118,000.00

Hardy & Harper

Item No. & Description	Unit	Quantity	Unit Bid	Total Bid
1. Mobilization	L.S.	1	\$ 11,000.00	\$ 11,000.00
2. R/D exist. C&G	L.F.	235	\$ 15.00	\$ 3,525.00
3. R/D exist. AC	S.F.	4,500	\$ 1.00	\$ 4,500.00
4. Construct C&G	L.F.	480	\$ 25.00	\$ 12,000.00
5. Construct Sidewalk	S.F.	11,700	\$ 2.95	\$ 34,515.00
6. Construct AC slot-patch	S.F.	1,050	\$ 7.25	\$ 7,612.50
7. R/D exist. Ramp	S.F.	800	\$ 1.50	\$ 1,200.00
8. R/D exist. Sidewalk	S.F.	650	\$ 1.50	\$ 975.00
9. Construct Ramp	EA.	2	\$ 4,000.00	\$ 8,000.00
10. Remove exist. Reflector	EA.	9	\$ 300.00	\$ 2,700.00
11. Roadway Excavation	S.F.	1,725	\$ 3.21	\$ 5,537.25
12. Sidewalk excavation	S.F.	11,700	\$ 1.50	\$ 17,550.00
13. Traffic Control Plan	L.S.	1	\$ 11,000.00	\$ 11,000.00
14. S.W.P.P.P.	L.S.	1	\$ 2,885.25	\$ 2,885.25
				\$ 123,000.00



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Director of Engineering/City Engineer;
Ron Bradley, Interim City Manager *RB*

DATE: February 12, 2013

RE: Award of Bid for the Well 7 Rehabilitation Project, CIP No. 5585

RECOMMENDED ACTION:

That the City Council award the contract to the lowest, responsive bidder, L.O. Lynch Quality Wells and Pumps for the Well 7 Rehabilitation Project, CIP 5585 in the amount of \$77,149.95, and reject all other bids;

Authorize the Interim City Manager to enter into a construction contract for the improvements;

Budget has been established in Fund 571-9000-2450 to cover \$77,149.95, plus a 10% contingency of \$7,715 for the cost of construction and \$3,000 from fund 571-9000-2450 for contract administration. Total cost of the project is estimated to be \$87,864.95.

BACKGROUND:

Well 7 located on 1101 Bottlebrush Way, rehabilitated in 2007, has reached its useful life expectancy and has been budgeted for rehabilitation in the FY 12/13 budget year. Rehabilitation of the wells is typical every 5-7 years.

PROJECT DESCRIPTION:

The project will dismantle the existing pumping system by removing the well casing, pump and motor. A new pump will be installed and maintenance will be performed on the motor, well casing and miscellaneous appurtenances. In addition, Southern California Edison will refund \$4,930 for the improved efficiency of the well.

ANALYSIS:

On Tuesday, February 5, 2013 the Purchasing offices received 9, responsive, sealed bids, with the three lowest shown below; (See attached Exhibit "A" Bid Results).

L.O. Lynch Quality Wells & Pump of San Jacinto, CA	\$ 77,149.95
Hidden Valley Pump of Valley Center, CA	\$ 77,792.00
Legend Pump and Wells of Riverside, CA	\$82,328.00

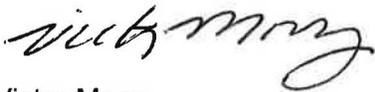
COORDINATION & REVIEW:

The project was circulated for Public Bidding purposes by publishing an advertisement in the Press Enterprise and the following contractor plan rooms McGraw Hill, Reed Construction Data, iSqFt Planroom, Association of General Contractors and Bid America.

FISCAL IMPACT:

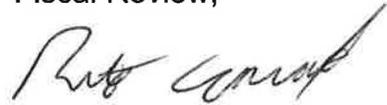
No General Fund Impact. Funding for this project is available through existing budgets in Water Fund No. 571-9000-2450 for a total estimated cost of \$80,149.95.

Respectfully submitted,



Victor Monz
Principal Engineer

Fiscal Review,



Rita Conrad
Finance Director

Attachment(s): Exhibit "A" Bid Results

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Well No. 7 Rehabilitation - CIP #5585

EXHIBIT "A"

Sheet 1 of 3

Bid Opening Date: February 5, 2013

Time: 2:00 P.M.

Item No. & Description	Unit	Quantity	L.O. Lynch, Inc.		Hidden Valley, Inc.		Legend Pump, Inc.		Best Drilling & Pump	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 4,704.00	\$ 4,704.00	\$ 2,748.00	\$ 2,748.00	\$ 2,600.00	\$ 2,600.00
2. Supply 150HP Motor	L.S.	1	\$ 12,018.10	\$ 12,018.10	\$ 13,239.00	\$ 13,239.00	\$ 13,398.00	\$ 13,398.00	\$ 10,375.00	\$ 10,375.00
3. R/R motor, pipes & pump	L.S.	1	\$ 9,920.00	\$ 9,920.00	\$ 9,424.00	\$ 9,424.00	\$ 13,940.00	\$ 13,940.00	\$ 12,100.00	\$ 12,100.00
4. Transport motor, pipes, pump	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,259.00	\$ 1,259.00	\$ 100.00	\$ 100.00	\$ 1,100.00	\$ 1,100.00
5. Sonar Jet 400 feet	L.S.	1	\$ 6,200.00	\$ 6,200.00	\$ 4,746.00	\$ 4,746.00	\$ 5,700.00	\$ 5,700.00	\$ 5,668.00	\$ 5,668.00
6. Brush & bail 600 feet	HRS.	8	\$ 310.00	\$ 2,480.00	\$ 338.00	\$ 2,704.00	\$ 300.00	\$ 2,400.00	\$ 340.00	\$ 2,720.00
7. Video Log	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 1,027.50	\$ 2,055.00	\$ 850.00	\$ 1,700.00	\$ 1,053.00	\$ 2,106.00
8. F/I new Pump	L.S.	1	\$ 13,947.45	\$ 13,947.45	\$ 10,905.00	\$ 10,905.00	\$ 9,298.00	\$ 9,298.00	\$ 12,065.00	\$ 12,065.00
9. Service Well Disch. Head	L.S.	1	\$ 450.00	\$ 450.00	\$ 824.00	\$ 824.00	\$ 788.00	\$ 788.00	\$ 960.00	\$ 960.00
10. Maint. & Repair column pipe	FT.	250	\$ 2.50	\$ 625.00	\$ 7.13	\$ 1,784.00	\$ 3.00	\$ 750.00	\$ 4.00	\$ 1,000.00
11. NOT USED										
12. F/I new column pipe	FT.	250	\$ 26.67	\$ 6,667.50	\$ 27.05	\$ 6,764.00	\$ 28.00	\$ 7,000.00	\$ 29.40	\$ 7,350.00
13. NOT USED										
14. F/I seamless oil tube, bear'g	FT.	430	\$ 37.57	\$ 16,155.10	\$ 37.06	\$ 15,937.00	\$ 51.00	\$ 21,930.00	\$ 43.00	\$ 18,490.00
15. F/I new SS air line w/straps	FT.	430	\$ 2.26	\$ 968.00	\$ 2.46	\$ 1,060.00	\$ 2.00	\$ 860.00	\$ 2.80	\$ 1,204.00
16. F/I 1" sch.40 PVC sound pipe	FT.	860	\$ 1.88	\$ 1,616.80	\$ 0.99	\$ 855.00	\$ 1.80	\$ 774.00	\$ 1.50	\$ 1,290.00
17. F/I cone strainer	EA.	1	\$ 402.00	\$ 402.00	\$ 868.00	\$ 868.00	\$ 292.00	\$ 292.00	\$ 646.00	\$ 646.00
18. Disinfect well & equipments	L.S.	1	\$ 1,200.00	\$ 1,200.00	\$ 664.00	\$ 664.00	\$ 650.00	\$ 650.00	\$ 3,000.00	\$ 3,000.00
TOTAL BID AMOUNT				\$ 77,149.95		\$ 77,792.00		\$ 82,328.00		\$ 82,674.00

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Well No. 7 Rehabilitation - CIP #5585

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Zim Industries, Inc.</u>		<u>Weber Water, LLC</u>		<u>Tri County Pumps Co.</u>		<u>General Pump Co., Inc.</u>	
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 9,700.00	\$ 9,700.00	\$ 4,310.00	\$ 4,310.00	\$ 14,468.30	\$ 14,468.30
2. Supply 150HP Motor	L.S.	1	\$ 14,250.00	\$ 14,250.00	\$ 14,775.00	\$ 14,775.00	\$ 14,214.00	\$ 14,214.00	\$ 12,149.40	\$ 12,149.40
3. R/R motor, pipes & pump	L.S.	1	\$ 9,000.00	\$ 9,000.00	\$ 17,000.00	\$ 17,000.00	\$ 11,620.00	\$ 11,620.00	\$ 5,632.70	\$ 5,632.70
4. Transport motor, pipes, pump	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,785.00	\$ 1,785.00	\$ 645.00	\$ 645.00	\$ 1,794.00	\$ 1,794.00
5. Sonar Jet 400 feet	L.S.	1	\$ 4,200.00	\$ 4,200.00	\$ 4,600.00	\$ 4,600.00	\$ 4,500.00	\$ 4,500.00	\$ 8,571.50	\$ 8,571.50
6. Brush & bail 600 feet	HRS.	8	\$ 300.00	\$ 2,400.00	\$ 315.00	\$ 2,520.00	\$ 305.00	\$ 2,440.00	\$ 478.71	\$ 3,829.70
7. Video Log	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
8. F/I new Pump	L.S.	1	\$ 12,000.00	\$ 12,000.00	\$ 10,600.00	\$ 10,600.00	\$ 12,645.00	\$ 12,645.00	\$ 12,507.00	\$ 12,507.00
9. Service Well Disch. Head	L.S.	1	\$ 500.00	\$ 500.00	\$ 510.00	\$ 510.00	\$ 750.00	\$ 750.00	\$ 646.60	\$ 646.60
10. Maint. & Repair column pipe	FT.	250	\$ 23.00	\$ 5,750.00	\$ 2.00	\$ 500.00		\$ 680.00	\$ 3.14	\$ 784.00
11. NOT USED										
12. F/I new column pipe	FT.	250	\$ 31.00	\$ 7,750.00	\$ 24.00	\$ 6,000.00	\$ 31.00	\$ 7,750.00	\$ 29.36	\$ 7,339.30
13. NOT USED										
14. F/I seamless oil tube, bear'g	FT.	430	\$ 32.00	\$ 13,760.00	\$ 35.00	\$ 15,050.00	\$ 47.50	\$ 20,425.00	\$ 34.13	\$ 14,676.40
15. F/I new SS air line w/straps	FT.	430	\$ 1.80	\$ 774.00	\$ 1.66	\$ 713.80	\$ 5.00	\$ 2,150.00	\$ 3.39	\$ 1,459.70
16. F/I 1" sch.40 PVC sound pipe	FT.	860	\$ 1.65	\$ 1,419.00	\$ 1.25	\$ 1,075.00	\$ 3.00	\$ 2,580.00	\$ 4.28	\$ 3,681.40
17. F/I cone strainer	EA.	1	\$ 285.00	\$ 285.00	\$ 520.00	\$ 520.00	\$ 650.00	\$ 650.00	\$ 531.40	\$ 531.40
18. Disinfect well & equipments	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,483.00	\$ 1,483.00
TOTAL BID AMOUNT				\$ 84,088.00		\$ 88,348.80		\$ 88,859.00		\$ 91,554.40

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Well No. 7 Rehabilitation - CIP #5585

Sheet 3 of 3

South West, Inc.

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization	L.S.	1	\$ 6,400.00	\$ 6,400.00
2. Supply 150HP Motor	L.S.	1	\$ 16,500.00	\$ 16,500.00
3. R/R motor, pipes & pump	L.S.	1	\$ 12,800.00	\$ 12,800.00
4. Transport motor, pipes, pump	L.S.	1	\$ 1,500.00	\$ 1,500.00
5. Sonar Jet 400 feet	L.S.	1	\$ 7,200.00	\$ 7,200.00
6. Brush & bail 600 feet	HRS.	8	\$ 375.00	\$ 3,000.00
7. Video Log	EA.	2	\$ 1,400.00	\$ 2,800.00
8. F/I new Pump	L.S.	1	\$ 10,200.00	\$ 10,200.00
9. Service Well Disch. Head	L.S.	1	\$ 760.00	\$ 760.00
10. Maint. & Repair column pipe	FT.	250	\$ 13.00	\$ 3,250.00
11. NOT USED				
12. F/I new column pipe	FT.	250	\$ 35.00	\$ 8,750.00
13. NOT USED				
14. F/I seamless oil tube, bear'g	FT.	430	\$ 33.25	\$ 14,297.50
15. F/I new SS air line w/straps	FT.	430	\$ 3.25	\$ 1,397.50
16. F/I 1" sch.40 PVC sound pipe	FT.	860	\$ 3.00	\$ 2,580.00
17. F/I cone strainer	EA.	1	\$ 900.00	\$ 900.00
18. Disinfect well & equipments	L.S.	1	\$ 5,570.00	\$ 5,570.00
TOTAL BID AMOUNT				\$ 97,905.00



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Jorge Biagioni, Director of Engineering/City Engineer *[Signature]*
Ron Bradley, Interim City Manager *[Signature]*
DATE: February 12, 2013
RE: Ratify Change Order No. 1 for the Well 17 Project
City Project No. 5567

RECOMMENDED ACTION:

Ratify Change Order No. 1 in the amount of \$80,750 for additional testing and sampling which was required in order to evaluate the drilled pilot hole at Well 17 for the potable water supply, completed January 17, 2013.

Establish budget in the amount of \$80,750 in Fund No. 571-5567-5500 for the cost of the additional testing and sampling.

BACKGROUND:

The additional testing and sampling was required to evaluate the geophysical soil conditions to prove an adequate aquifer exists to complete a production potable well. The work was performed in advance of the approved change order to avoid the costs of re-mobilization of equipment, contractor delay charges and public safety. This additional testing and sampling decision to proceed was reviewed by the City Attorney and Interim City Manager and the consensus was to proceed in order to avoid significant delay charges.

PROJECT DESCRIPTION:

The Well 17 project is anticipated to produce 500 gpm to 1,000 gpm, once completed through the well development process. The additional testing and sampling will offer additional facts and data to allow an evaluation of proceeding with the remaining outfitting of the well site.

FISCAL IMPACT:

No General Fund Impact. The testing and sampling described in Change Order No.1 will be paid for by the Water Fund, for a total estimated cost of \$80,750.

Respectfully submitted,
[Signature]
Victor Monz
Principal Engineer

Fiscal Review
[Signature]
Rita Conrad
Finance Director

Attachment(s): Exhibit "A" Change Order No. 1

Well 17

City Project No. 5567

CONTRACT CHANGE ORDER NO. 1

Contractor: **Best Drilling and Pump, Inc.** Date: January 24, 2013
 Contractor is hereby directed to make the following changes from the plans and specifications:

Item	Description	Change	
		Amount	Days
1	Additional costs to perform zone sampling to provide testing of water quality and flow for Well 17. Work consists of drilling out pea gravel fill and airlift initial development and sample pumping at 50 gpm the zones of 440 ft bgs to 460 ft bgs, 545 bgs to 565 bgs and 840 bgs to 860 bgs. Zone sample area to be gravel packed with a bentonite seal to isolate the test zones. Backfill above upper zone sample to conductor. Drill out pea gravel = \$ 28,750.00, Zone Sample = 3 zones at \$11,500.00/each, Development and sampling – airlift initial development and pumping to 20 NTU = 54 hours at \$325.00/hour.	\$80,750.00	10
TOTAL			10

Change Order Summary

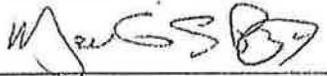
Contract	Previous	Change	Revised
Amount	\$1,092,000.00	\$80,750.00	\$1,172,750.00
Completion Date	90 days from NTP	10 days	100 days from NTP

This change order will be effective only after the Contractor and the City have signed below.

Contractor has given careful consideration to the changes described above and hereby agrees to provide all equipment, furnish all materials, perform all services necessary for the work and accept as full payment therefor the prices shown above.

Best Drilling and Pump, Inc.

Agreed By (sign and print):



1-25-13

CONTRACTOR

Date

CITY OF HEMET

Date



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Kristen Jensen, Public Works Director; Ronald Bradley, Interim City Manager *RAB*

DATE: February 12, 2013

RE: Approve City Participation in the Reconnect California Grant Program and Authorize the Interim City Manager to Execute the Charge Stations and Installation Agreement with Clipper Creek, Incorporated.

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Approve the City's participation in the Reconnect California Grant Program to upgrade two (2) existing electric vehicle charging stations at no cost to the City, and
- Authorize the City Manager to execute the Reconnect California Charge Stations and Installation Agreement with Clipper Creek, Incorporated, and
- Authorize staff to establish an agreement with a third party vendor to provide point of sale services to public users of the charging stations.

BACKGROUND:

The California Energy Commission (CEC), together with Clipper Creek, Incorporated (CCI), have established and funded the Reconnect California Grant Program. This program allows qualifying agencies to upgrade older existing electric vehicle charging infrastructure to the new universally adopted charging equipment standards at no cost to the site owner. By upgrading outdated facilities to current standards, the program encourages increased electric vehicle use, supports newer electric and hybrid vehicle technologies throughout the network of publically accessible charging locations in California.

The City of Hemet currently has four "legacy", or first generation, electric vehicle charging stations. These stations were installed more than a decade ago and were originally intended to support the incorporation of electric vehicles into the City's pool car fleet. Two stations were located in the City Hall main parking area, and two were located at the Corporate Yard. With the passage of time and advances in technology, the equipment has become obsolete.

The Reconnect California Grant Program serves to bring outdated charging stations up to current standards at no cost to the site owner. Eligibility for the grant program requires that the sites to be upgraded meet the following criteria:

- Charge site must be accessible to the general public
- Electrical Infrastructure for EV charging must be in place at the site.
- 1 Small Paddle Inductive (SPI) charger must remain in place where currently installed.
- Site Owner must allow Clipper Creek to collect kWh usage from the grant funded equipment
- CEC and CCI must both approve site for funding

Staff recently submitted for participation in the Reconnect California Grant and received preliminary approval for the replacement of the two (2) stations located at City Hall. Due to the lack of public accessibility, the locations at the corporate yard were not submitted for funding. In order to move forward and take advantage of the program, a fully executed Reconnect California Charge Station and Installation Agreement must be executed and submitted to Clipper Creek by February 15, 2013.

PROJECT DESCRIPTION:

Entering into the Reconnect California Grant Program would allow Clipper Creek, Inc., acting as the grant recipient and program manager, to remove existing “legacy” charging stations at the City Hall site and upgrade them to new SAE J1772 charging stations that have been universally adopted by US automakers. The new stations will include smart grid modules which will allow general kilowatt hour usage data to be collected by Clipper Creek. A security key pad installed on the station will provide simple access control for fleet applications and function as a billing system tool in conjunction with a third party point of sale service provider. Although the installation of the security key pad is covered in the grant funding, the monthly maintenance cost of the equipment would be the responsibility of the City. This is a minimal cost of at \$6.00 per unit per month or \$144.00 annually.

Upon completion of installation, staff is recommending that the City pursue a separate agreement with a third party point of sale transaction provider in order to recover costs of electricity usage related to the charging station. The third party service provider allows public charging station users to register an account online, or by phone, and bill their credit card for use of the station. The service provider then issues that payment to the City, minus any transaction fees.

As part of the overall Reconnect California Program, the City of Hemet will be included in a statewide location mapping network of publically accessible charging sites. Being that the stations are located at City Hall, users of the station might shop in our downtown area, pass the time at a local eatery, or even enjoy our public library while their vehicle is charging.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

This program is consistent with the following General Plan Implementation Programs:

- C-P-23 Neighborhood Electric Vehicle Plan
- CSI-P-18 Infrastructure and Facilities Funding
- OS-P-33 Public Awareness to Reduce Air Pollution
- OS-P-36 GHG Emissions Reduction Strategies and Measures

Participation in the Reconnect California Program is another step toward showing the City’s commitment to “going green”, creating sustainability, and encouraging alternative fuel options.

POTENTIAL ALTERNATIVE ACTIONS:

Alternative #1

Participate in the Reconnect California Grant Program and provide “Free Public Access” to the charging stations. This alternative would place the entire burden of energy costs related to all charging station use on the City.

Alternative #2

Decline the current 100 percent funding and pursue upgrading this equipment at a future date. The current cost of replacing two (2) charging stations is approximately \$9,000. This alternative would result in additional staff time expended in the future to research and/or establish funding sources.

FISCAL IMPACT:

Minimal General Fund impact in Facilities Fund 684. The upgrade program is 100 percent funded by the California Energy Commission and Clipper Creek, Inc. Fiscal impact for ongoing costs include \$144 annually for Security Key Pad maintenance, as well as any fees charged by the third party point of sale transaction provider.

Respectfully submitted,



Kristen Jensen
Public Works Director

Fiscal Review:



Rita Conrad
Deputy City Manager/ Administrative Services

Attachment(s): Reconnect California Charge Station and Installation Agreement

RECONNECT CALIFORNIA CHARGE STATION AND INSTALLATION AGREEMENT

Site Owner: City of Hemet _____

Site Location: City of Hemet Civic Center, 445 E. Florida Avenue, Hemet CA 92543(Charging Site)

As an existing public electric vehicle charge station site owner ("Site Owner"), Site Owner is being provided an opportunity to upgrade one or more electric vehicle charge stations ("Charge Stations") to the new SAE-J1772™ standard (CS-40, manufactured by ClipperCreek, Inc. ("CCI") to be installed by its Program Partners, under the Reconnect California Program (the "Program"). The Program has been funded in part under the terms of PON-09-006 from the California Energy Commission ("CEC"). In order for Site Owner to receive its Charge Station upgrade and installation, Site Owner agrees to all of the following terms and conditions:

1. Grant Recipient:

ClipperCreek, Inc. Auburn, CA - Grant Recipient and Program Manager

CCI Program Partners:

3D Datacom of Rancho Cordova, CA - Installer

EV Connect, Inc. of Culver City, CA - Installer

Tom Dowling, Folsom, CA – Coordinator

2. Charge Stations. Site Owners Charge Station upgrade is set forth in this section.

CCI Model Number CS-40

Number of Charge Stations: 2

Exhibit "A" to this Agreement sets forth the specific Charge Station(s) and the location(s) in which the Charge Stations are to be upgraded and installed.

3. Shipment and Delivery. CCI will pay for the cost of standard delivery charges of the Charge Stations to Site Owner's locations. CCI shall choose the method by which Charge Stations are to be delivered.

4. Installation. (a) Installation of the Charge Stations will be performed by CCI Program Partners. Site Owner agrees to indemnify and hold harmless, CCI, CCI Program Partners, and their officers, directors, employees, shareholders from all losses, costs, expenses, claims and/or other charges incurred by any of them as a result of the failure by Site Owner to observe each of the applicable reporting, auditing and other requirements.

5. Warranty. The Charge Stations will be covered by the terms of CCI's and CCI Program Partners' standard product and installation warranties, respectively, for a period of one (1) year from the date of installation. Should Site Owner wish to obtain an extended product or installation warranties, Site Owner should contact CCI Program Partners for a description of applicable terms and conditions.

6. Additional Products and Services. In the event that Site Owner desires to purchase additional Charge Stations and/or related products or services, this transaction will be handled outside of this agreement.

- 7. Access to the Public.** All of the Charge Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Charge Stations and the facilities, in which they are located, shall be kept clean and in good repair. Site Owner agrees to maintain appropriate signage that clearly and prominently identifies and, where appropriate, provides directions to the Charge Stations so that they may be easily located by drivers of electric vehicles. Site Owner shall promptly call CCI Program Partners, in order to arrange for the repair of any non-functioning Charge Stations.
- 8. Representations and Warranties.** Site Owner represents and warrants to CCI and CCI Program Partners that:
- (i) **Authority** -- Site Owner has the power and authority to enter into and be bound by this Agreement and to authorize the replacement or installation of the Charge Stations and any other electric vehicle charge products or services at the location(s) (the "Locations") set forth in Exhibit "A";
 - (ii) **No Violation With Existing Site Owner Electrical Supply or Other Agreements** -- Site Owner assumes all responsibility that the electrical usage of the Charge Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Site Owner is a party;
 - (iii) **Installation of Charge Stations Will Not Violate Any Other Agreements or Laws** -- Site Owner will not install or attach, or allow to be installed or attached, Charge Stations on or to infrastructure not owned by Site Owner without proper authority or consent, and will otherwise observe all applicable governmental or other restrictions (whether by agreement or otherwise) applicable to the Locations; and
 - (iv) **Compliance Laws** -- Site Owner will comply with all applicable laws.
- 9. Further Representations and Warranties for Tenants.** If the Charge Stations are to be installed at one or more locations at which Site Owner is a tenant rather than the owner thereof, Site Owner represents and warrants to CCI that Site Owner has received all consents from its landlord(s) that are necessary for the installation of the Charge Stations in a manner that does not violate its lease. Site Owner shall promptly reimburse CCI for any costs incurred by it, any of its Authorized Distributors or Certified Network Contractors, including, without limitation, reasonable attorneys fees, as a result of the installation of Charge Stations in violation of this section.
- 10. Publicity.** Site Owner agrees to permit CCI and CCI Program Partners to use its name, in a manner reasonably approved by Site Owner, for purposes of publicizing the Program. For these purposes CCI and CCI Partners will inform Site Owner, in writing, at least ten (10) days, or less (if mutually agreed by Site Owner and CCI and CCI Partners), prior to using Site Owners name or its intent to do so, and will provide Site Owner with copies of any press releases, advertisements or other promotional materials in which Site Owner's name is to be used for review and approval. Site Owner's consent to such use will be presumed if Site Owner does not object within five (5) days of receipt of notice from CCI and CCI Partners under this section.
- 11. Access**
- (i) **Charging Site Location.** CCI and CCI Program Partners are hereby granted access to the Site Location, sufficient notice, to perform the site evaluation and subsequent upgrade of the EVSE units at the Site Location.
 - (ii) **Electrical Panel.** Charging Site is aware and agrees that the upgrade project will require CCI and CCI Program Partners to have access to the electrical panel supporting the EVSE(s) and

hereby agrees to make someone available to allow such access to the electrical panel as required access and authorization.

- (iii) **Additional Upgrades.** If more than one site visit is required, i.e., not all EVSE(s) are upgraded at the same time, to accommodate, smart grid upgrades or data collection Site Owner agrees to provide the same access for each visit.
- (iv) **Removed EVSEs.** Site Owner agrees to allow CCI and CCI Program Partners to dispose of the removed EVSEs as they see fit. –
- (v) **Data Collection.** CCI and CCI Program Partners are hereby granted access to the Charging Site location for the purpose of the collection of data, which shall remain anonymous related to the EV Driver. Access shall be unrestricted except as herein stated:

- (vi) **Smart Grid Upgrades.** CCI and CCI Program Partners are hereby granted access to the Charge Site location and corresponding electrical panel, upon sufficient notice, for the purpose of performing the initial site evaluation, charging station upgrade and subsequent smart grid module installation.
- (vii) **Public Database.** Charge Site grants CCI and CCI Program Partners permission to make the Charging Station Location and upgrade information publicly available through electronic databases.

12. No Amendment or Modification. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

13. Waiver. CCI and CCI Program Partners failure at any time to require Site Owner's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. CCI and CCI Program Partners failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by a CCI and CCI Program Partners authorized representative. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

14. Applicable law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under this Agreement.

15. Insurance.

- (i) CCI and CCI Program Partners shall maintain, at it's own expense during the term of this Agreement, Workers' Compensation & Employer's Liability, or ensure that it's Agents provide the same insurance specified below with respect to it's employees, contractors or subcontractors accessing the Charging Site location pursuant to this Agreement.
- (ii) CCI and CCI Program Partners shall not be required to maintain any employment related insurance for any employee, contractor or agent of Site Owner, whether or not said person is engaged in the Initial Upgrade or Access.

16. Regulations and Instructions.

- (i) CCI and CCI Program Partners agrees at all times comply with all federal, state and local laws, ordinances, rules and regulations applicable to electronic vehicle charging units in California.
- (ii) Site Owner agrees at all times to comply with all federal, state and local laws, ordinances, rules and regulations applicable to hosting an electronic vehicle charging site in California. Site Owner shall indemnify and hold harmless, CCI and CCI Program Partners from any 3rd party claim arising from or relating to the real property at the Charging Site used by the EV Drivers use of the Charging Site.
- (iii) CCI and CCI Program Partners shall only permit personnel properly instructed in the characteristics and safe handling methods associated with installation and data collection of the charging units.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

18. Assignment. Site Owner may not assign any of Site Owners rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CCI.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

CLIPPERCREEK, INC.	Installer	AWARDEE
By:	By:	By:
Name: Jason France	Name:	Name: Ronald E. Bradley
Title: Chief Executive Officer	Title:	Title: Interim City Manager

EXHIBIT "A"

DESCRIPTION OF AWARDED CHARGE STATIONS AND INSTALLATION LOCATIONS

Charge Station Model Number

Installation Location

Clipper Creek CS-40 (2)

City of Hemet Civic Center

With LTI Key pad

445 E. Florida Avenue

Hemet, CA 92543

*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: Kris Jensen, Public Works Director
Ronald E. Bradley, Interim City Manager *REB*

DATE: February 12, 2013

RE: Award of Bid for the Purchase of One 2014 Compressed Natural Gas (CNG) 10 Wheel Dump Truck from Los Angeles Freightliner

RECOMMENDED ACTION:

It is respectfully recommended that the City Council approve the following:

- 1.) Award of bid to Los Angeles Freightliner in the amount of \$198,413 (One hundred ninety eight thousand four hundred and thirteen dollars) for the purchase of one 2014 CNG 10 Wheel Dump Truck to be funded from existing budgets in the Water Equipment Replacement Fund 380-9000-5400, and AB2766 Subvention Fund 224-8240-5400, and
- 2.) Authorization for the Interim City Manager to execute a purchase order for the same.

BACKGROUND:

The City of Hemet Water Division provides potable water to approximately 22,000 customers. The system infrastructure consists of over 130 miles of main distribution lines and over 9,700 lateral connections. The division currently houses two construction crews, consisting of three employees per crew. These employees are responsible for performing preventative maintenance and repairs on the water distribution infrastructure to ensure that water is safely delivered to our customers.

Equipment currently available to these crews includes one bobtail dump truck, one trailer and two backhoes for use in their daily programs of work. One crew, using the bobtail and trailer, is able to haul large volumes of material and transport their backhoe to the job site by trailer. The second crew utilizes a flatbed pick up for material transport, a small service truck for tools and drives, or "roads", the other backhoe to and from their job site daily. "Roading" the backhoe to job sites is not only damaging to our city streets, but greatly impacts the useful life of the backhoe by putting road miles on a piece of heavy duty equipment that is designed for off road construction use. Adding a dump truck vehicle to the fleet would improve efficiency of the second crew by allowing fewer trips for material pick up/disposal. It would also extend the useful life of the backhoe by providing a vehicle to trailer it to job sites.

Staff previously estimated budget needs in the total amount of \$280,000 for the purchase of a CNG dump truck from the Water Equipment Replacement Fund and AB2766 Subvention Fund. An additional \$50,000 for the purchase of a second trailer was also budgeted in the Water Equipment Replacement Fund. The funding for both purchases was originally approved by Council through the 2011/12 Operating Budget and carried forward into 2012/13 Operating Budget through the continued appropriations process.

In Fiscal Year 11/12, the City was also awarded \$30,000 of funding on a reimbursement basis through the Local Government Match Program administered by the Mobile Source Air Pollution Reduction Review Committee (MSRC). This grant encourages and supports local government agencies in their clean air efforts by providing funding to offset the cost of purchasing alternative fuel vehicles. This grant requires that the local government agency "match" MSRC funding with local dollars. The City of Hemet is also able to use a portion of its direct distribution of AB2766 Subvention Funds toward a portion of alternative fuel vehicle purchases. Funding in the amount of \$60,000 was approved in Fiscal Year 12/13 Subvention Fund Operating Budgets for the purchase of heavy duty vehicles. A total of \$30,000 in subvention funds will be expended to meet the MSRC grant funding match requirements upon approval of this vehicle purchase.

In December 2012, staff solicited bids for the purchase of a 2014 CNG 10 Wheel Dump Truck. The bid response for the CNG dump truck returned a total cost, without extended warranties, of \$198,413, resulting in a cost savings of \$81,857 for the vehicle purchase. (NOTE - Additional savings of \$29,136 were also achieved with the purchase of a second trailer at a total cost of \$20,864. Approved budgets were in the amount of \$50,000)

ANALYSIS:

Prior to submission of this recommendation, staff researched the option of renting a dump truck, as an alternative to purchasing one. With our current usage, at a rental cost of \$4,273 per month plus \$.30 per mile, the cost to rent would be upwards of \$52,000 per year. At this rate, the City would spend enough in rental fees in four years to purchase the vehicle, free and clear.

Staff also contacted surrounding cities to inquire as to what type equipment is in use by other public agencies for similar work. All of the cities contacted reported to using older diesel vehicles retrofitted prior to Air Quality Management District (AQMD) fleet vehicle rules and alternative fuel engine mandates. As we have reviewed during past heavy equipment purchases, public agencies meeting certain vehicle thresholds are required by AQMD to obtain alternative fuel vehicles when purchasing heavy duty on road equipment. They do have an option to request exemption from mandated fleet rules, but the exemption is only available if certain conditions exist. These include no alternative fueling stations available within a certain distance of agency, or lack of alternative fuel vehicle offerings in the type of vehicle being purchased. Given the City's current construction of the CNG fueling station, and because the dump truck vehicle is offered in an alternative fuel engine configuration, the exemption would not apply to this purchase.

After reviewing the ongoing costs of renting a vehicle, and given the availability of alternative fuel equipment and fueling sites, it is the recommendation of staff to purchase a CNG 10 wheel dump truck. It is the opinion of staff that purchasing the CNG 10 Wheel Dump Truck would provide the best results operationally and make the most sense financially. The purchase and permanent addition of this vehicle to the Water division fleet would:

- Improve job cost and time efficiency by allowing for hauling of larger volumes of material.
- Provide a means of transporting heavy equipment to job sites by trailer to preserve the useful life of the equipment while also decreasing wear and tear on our roadways
- Be an accessible vehicle for use in responding to emergency situations.
- Allow for overnight fueling, onsite, at the Corporate Yard CNG slowfill station which is nearing completion

COORDINATION AND REVIEW:

Water Division and Equipment Maintenance Division worked together to develop the specifications for this vehicle. The Purchasing Administrator managed the formal Invitation for Bid process, including preparation of documents, advertising in the Press Enterprise and on the City of Hemet web site. The bid request was sent to thirteen dealers/manufacture representatives and one response was received from Los Angeles Freightliner for a total purchase cost of \$198,413. This does not include an optional \$5,400 for extended warranties.

The water division reviewed the proposal submitted by Los Angeles Freightliner and determined they meet all specifications and the cost is within the approved budget amount. It is the recommendation of staff to purchase the 2014 Freightliner CNG 10 Wheel Dump Truck without the extended warranty options.

ALTERNATIVES TO STAFF RECOMMENDATION:

- 1.) Reject current bid and continue to road equipment to job sites.
- 2.) Reject current bid and solicit bids for an alternative vehicle.
- 3.) Reject current bid and direct staff to further investigate additional options.

FISCAL IMPACT:

No General Fund Impact. Funding for this purchase is available in the following FY 2012/13 Operating Budgets:

Water Equipment Replacement Fund 380-9000-5400 in the amount of \$168,413.
 AB2766 Subvention Fund 224-8280-5400 in the amount of \$30,000.

Upon receipt of MSRC grant reimbursement of \$30,000, the total net cost to the City for this vehicle purchase will be \$168,413.

Respectfully Submitted,


 Kris Jensen
 Public Works Director

Fiscal Review,


 Rita Conrad
 Deputy City Manager
 Administrative Services



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Mark Orme, Assistant City Manager; Ronald Bradley, Interim City Manager *CB*

DATE: February 12, 2013

RE: Approval of a Professional Services Agreement with Valley-Wide Recreation & Park District for Professional Facility Operation Management Services of the James Simpson Memorial Center, through June 30, 2013, and Sale of Two City Vehicles

RECOMMENDATION:

Staff respectfully recommends the Council:

- a) Authorize the City Manager to enter into a Professional Services Agreement with Valley-Wide Recreation & Park District for professional facility operation management services of the James Simpson Center, through the remainder of the Fiscal Year, ending June 30, 2013, for an amount not to exceed \$54,000.
- b) Authorize the sale of two older City vehicles, to Valley-Wide in the amount of \$1 per vehicle, as additional compensation for Valley-Wide's operation of the site.

BACKGROUND:

The James Simpson Memorial Center was opened to the public in 1978. The Center's primary goals are to provide educational, cultural, recreational, health, social and similar community services to City residents. The Simpson Center operations were previously funded and staffed with three full-time city staff (one supervisor and two technicians) in its last year of operation under the City's domain. Due to the severe budgetary constraints, the City had to find alternative means of delivering community center services, and conducted a formal search for a vendor to provide such services. The evaluation process led to consideration of contracting out the Simpson Center facility operations, and a formal request for qualifications was issued in August 2010.

This process became even more of a priority due to the possibility that the Center could close down in order to help balance that fiscal year's budget. The possible closure of the facility was an option on the "Tier 2" budget reduction measures, which Council considered in late 2010. Ultimately, the Council decided not to close the Simpson Center operations and further encouraged staff to find alternative options to reduce costs and continue to offer the public, especially our senior population, community center services.

At the meeting of December 14, 2010, staff requested that the City Council authorize staff to negotiate with the YMCA of Riverside City and County to operate the center. Staff recommended such action

due to a determination that the City was looking to focus on implementing a long-term plan, with the overarching goal of achieving continued operational cost savings and enhancing service delivery to the community; not just temporarily outsourcing this operation as a stopgap measure toward balancing the budget. The YMCA was viewed as the best option in light of the criteria used and in meeting the overarching long-term goals of the City. Then, in February 2011, the City Council authorized entering into a five year contract with the YMCA of Riverside City and County.

Unfortunately, that contract was ended abruptly by the YMCA filing for Chapter 7 bankruptcy in January of this year (2013). This has necessitated staff to determine how best to approach ensuring the community center continues to deliver quality services to our residents, within the budgetary constraints the City is still under. As has been evident over the years, one of our Valley neighbors and service providers, Valley-Wide Recreation & Parks District, has stepped up to the plate, and again offered their support to re-open the facility and deliver quality recreational services to our residents. This staff report and recommendation reflects Valley-Wide's willingness to commence operations as soon as possible.

ANALYSIS:

As is evidenced by Exhibit A to this staff report, Valley-Wide is ready and willing to commence offering expert recreational services to residents, at the James Simpson Memorial Center, commencing on Monday, March 4, 2013. The attached Professional Services Agreements will allow the Center to be reopened quickly, and into the foreseeable future. At the same time, this agreement's commencement date will allow for adequate time for the Bankruptcy proceedings (as they relate to property still at the Simpson Center) to be moved forward by the court's trustee over the coming weeks, in order to clear the path for the Center to reopen in March, under Valley-Wide's capable leadership.

City staff, along with Valley-Wide staff, will be better able to further evaluate the service needs at the Simpson Center over the next few months, as users return to the site. This will allow staff time to create a long term solution to ensuring our community center needs are met for our local residents, and allow Valley-Wide the opportunity to evaluate their ability to create a program schedule that will meet the needs of the Simpson Center users as well.

The remaining budgeted contract amount, originally allotted for the provision of community center services by the YMCA, is available to allow Valley-Wide to meet their budgetary needs to operate the site in the short term (through June of this year). Therefore, there is no additional budget request necessary in order to make this transition happen. However, staff has also recommended that two excess City vehicles, which were in the public works department, be sold to Valley-Wide as additional compensation for this professional services they will provide at the James Simpson Memorial Center. The vehicles to be sold are:

<u>Year/Make/Model</u>	<u>Miles</u>	<u>Approximate Blue Book Value</u>
1994 Ford F150	143600	\$691.00 to \$1,191.00
1990 Ford F350	69890	\$4,054.00 to \$4,579.00

In short, due to the unforeseen circumstances of the YMCA's bankruptcy, this streamlined effort in the City partnering with Valley-Wide shows again how positive working relationships between regional government agencies can prove to help expedite creating solutions to difficult problems that arise due to no fault of the City.

FISCAL IMPACT:

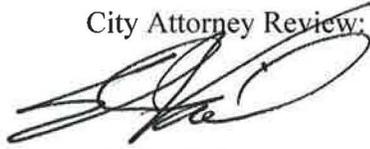
Staff is not requesting any additional budget allocations to accommodate this transition through the remainder of this fiscal year. The City has an authorized budget not to exceed \$54,000 through the remainder of this fiscal year to contract with Valley-Wide, from March through June 2013. Additionally, the City will receive compensation in the amount of \$2.00, from Valley-Wide, in return for Valley Wide's purchase of two City surplus vehicles, which is additional compensation for Valley-Wide's management of the James Simpson Memorial Center. .

Respectfully submitted,



Mark Orme
Assistant City Manager

City Attorney Review:



Eric S. Vail
City Attorney

Fiscal Review:



Rita Conrad
Deputy City Manager/
Admin. Services Director

ATTACHMENT:

- A. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

By and Between

**THE CITY OF HEMET,
a municipal corporation**

and

Valley-Wide Recreation & Park District

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
VALLEY-WIDE RECREATION & PARK DISTRICT**

This Agreement for Professional Services (“Agreement”) is entered into as of this ___ day of February, 2013 by and between the City of Hemet, a municipal corporation (“City”) and Valley-Wide Recreation & Park District, a California recreation and park district (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Hemet’s Municipal Code, City has authority to enter into this Professional Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERMS OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibit “A” “Scope of Services” shall be completed pursuant to the schedule specified in Exhibit “A.” Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty-Four Thousand dollars (\$54,000), unless additional compensation is approved in writing by the City Council or City Manager.

(b) City will pay monthly installments, as reflected in Exhibit B, section II. (Compensation).

(c) As additional compensation, the City will offer to sell two surplus City vehicles, to Consultant for in an amount of one dollar (\$1.00) per vehicle, as reflected in Exhibit B, section IV.

(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 forty-five (45) days of receipt of Consultant's correct and undisputed 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.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and observe the premises, programs, and operations Consultant's work under this Agreement, during Center hours.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other 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 and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn

over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. 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 9. 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.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 10. 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 11. PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in

whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. 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 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. 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.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. 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 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) The provisions of this section do not apply to claims occurring as a result of City’s sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

SECTION 18. 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 subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) 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.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Consultant or City fail 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.

(d) 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 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. 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. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes,

and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. 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 Exhibit "A" "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 24. 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: City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543

To Consultant: Valley-Wide Recreation & Park District
Attn: Dean Wetter, General Manager
P.O. Box 907 / 901 W. Esplanade Avenue
San Jacinto, CA 92581

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 25. 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.

SECTION 26. BINDING EFFECT.

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

SECTION 27. 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 28. 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 29. 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, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. 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 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", 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 32. 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 executed this Agreement on the date and year first-above written.

CITY OF HEMET:

By: _____
Ronald Bradley, City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

Valley-Wide:

By: _____
Dean Wetter
Its: General Manager

By: _____
Sarah LeBorgne
Its: Clerk of the Board

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. Operate the James Simpson Center as a Full Service Community Center.
- B. Develop and maintain programs that focus on recreation services, with a focus on improving Senior Citizen Healthy Lifestyles.
- C. Conduct the facility where programming for all Hemet residents is the first priority.
- D. Participate as an active partner with the City of Hemet and service the needs of the City of Hemet.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Operation of the James Simpson Neighborhood Center as a recreational facility during the days and hours which best meet the need of the Center users.
- B. Valley-Wide will provide the City with a progress report, at the end of May 2013, in order to articulate the success of the programs and suggestions for increasing use.

III. Consultant will utilize the following personnel to accomplish the Services:

- A. Site Manager
- B. Recreational Staff

IV. AMENDMENT

The Scope of Services, including services, work products, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

EXHIBIT "B"
COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

A. <u>Month One</u>	<u>\$27,000.00</u>
B. <u>Month Two</u>	<u>\$9,000.00</u>
C. <u>Month Three</u>	<u>\$9,000.00</u>
D. <u>Month Four</u>	<u>\$9,000.00</u>

II. Performance of the services will commence on the following dates:

- A. Month One - March 4, 2013 through March 31, 2013
- B. Month Two - April 1, 2013 through April 30, 2013
- C. Month Three – May 1, 2013 through March 31, 2013
- D. Month Four – June 1, 2014 through June 30, 2013

III. The total compensation for the Services shall not exceed Fifty-Four Thousand dollars (\$54,000), as provided in Section 4 of this Agreement.

IV. Additional compensation will be given to Consultant by the sale the following City vehicles, in an amount not to exceed one dollar (\$1.00) per vehicle.

- 1. 1994 Ford F150 with ~143600 miles.
- 2. 1990 Ford F350 with ~69890 miles.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Council, 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:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

(4) Professional Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

2. General Liability and Automobile Liability Coverages

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

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

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Joseph Morris, Fire Chief: Ron Bradley, Interim City Manager *RB*
DATE: February 12, 2013
RE: Purchase of Type III Wildland Fire Engine

RECOMMENDED ACTION:

1. Award of proposal to HME, Inc. for the purchase of a Type III Wildland Fire Engine.
2. Authorize Interim City Manager to approve agreement.

BACKGROUND:

Fire Department staff prepared and submitted a grant application to Indian Gaming for consideration in obtaining an Indian Gaming Mitigation Grant for the purchase of a Type 3 brush fire engine. We received notification that our application had been approved for award, submitted acceptance of the grant to City Council and was approved for acceptance by City Council on September 11, 2012.

PROJECT DESCRIPTION:

The new Type 3 brush fire engine will replace the 1976 International Type 3 brush fire engine that has been declared surplus. Type 3 brush fire engines are designed to fight fire in areas unreachable with Type 1 structure engines. Type 3 brush fire engines are equipped with a rugged suspension, high wheel clearance, and come in two wheel or four wheel drive configurations for steep off-road conditions.

COORDINATION & REVIEW:

The fire department and vehicle maintenance division participated in determining the specification of the engine. The Purchasing Administrator managed the formal request for proposal process, including preparation of proposal document, advertising in the Press Enterprise and our web site, managing vendor request and questions. The proposal was sent to fourteen dealers/manufacturers. One response was received from HME.

The fire department reviewed the technical specifications and determined that HME meets specifications and the cost is within the grant amount.

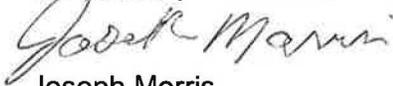
CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

- Recommended action is consistent with 2011-2012 budget year key goal to “procure a Type-III wildland fire response apparatus with grant funding”.

FISCAL IMPACT:

- Grant funding of \$298,000.00
- Surplus funding of remaining balance (\$4292.00) from sale of surplus vehicles.

Respectfully submitted,



Joseph Morris
Fire Chief

Fiscal Review:



Rita Conrad
Finance Director



Staff Report

TO: Honorable Mayor and City Council

FROM: Ronald E. Bradley, Interim City Manager

DATE: February 12, 2013

SUBJECT: Consideration of Allocations for 2013-2014 Program Year Community Development Block Grant entitlement funds and reprogramming of unexpended, prior year Community Development Block Grant funding.

RECOMMENDATION:

- 1) That the City Council accept and approve the City Council Ad Hoc Committee recommended allocation of \$698,000 in 2013-2014 Community Development Block Grant (CDBG) funding,
- 2) Reprogram unexpended prior year funds of \$40,954.54, and
- 3) Incorporate these recommendations into the CDBG Annual Action Plan draft.

BACKGROUND:

The City of Hemet (City) is an entitlement city of the Community Development Block Grant (CDBG) program and as such, receives annual grants on a formula basis from U.S. Department of Housing and Urban Development (HUD). The purpose of CDBG is to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services, with maximum feasible priority given to activities which benefit low and moderate income persons. The City is responsible for developing its own programs and funding priorities within CDBG and HUD requirements, as well as monitoring sub-recipients of the funds awarded under this grant.

During this year's annual CDBG funding process the City received a total of twenty-eight applications by the November 28, 2012 due date. Twenty-three of these applications, totaling \$1,151,782, met the HUD established criteria for eligibility.

On January 8, 2013 the City Council was presented with an overview of the CDBG program and the City of Hemet's application, review and award recommendation process. At this meeting City Council created an Ad Hoc City Council Committee (Ad Hoc) comprised of Councilpersons Linda Krupa and Shellie Milne to review the eligible applications and provide funding recommendations for full council consideration.

The Ad Hoc committee members and staff met January 15, January 23 and February 5, 2013 to review and discuss the eligible 2013/14 CDBG applications. The funding recommendations presented in **Attachment 1**, are a result of these discussions and based on the anticipated City

of Hemet CDBG 2013-2014 Program Year Allocation of \$698,000 and \$40,954.54 in previously unexpended City of Hemet CDBG funding.

Due to Congress's budget challenges, actual funding amounts typically available from HUD before February 1 are currently unavailable. Once City staff receives notice of the final amount for the FY13/14 allocation, the City Council will be updated as to how this will affect the funding and allocations described in this report.

DISCUSSION:

The primary goal of the Ad Hoc Committee in determining the 2013-2014 CDBG allocation recommendations is to provide maximum funding to projects that have the greatest impact toward revitalizing the City of Hemet and provide the maximum direct benefit to Hemet's citizens. In their recommendation, the Ad Hoc Committee gave preference to agencies with established ties in the City, activities that receive significant community support and activities that benefit youth, seniors or the disabled. Specifically, the Ad Hoc Committee recommends housing and public facility improvement activities (which amount to at least 65% of the CDBG allocation) that directly benefit Hemet's senior and disabled residents and activities that support the "Hemet ROCS" (Restoring Our Community Strategy) program.

The 2013-2014 Program Year CDBG allocation and reprogramming of unexpended prior year CDBG funding will be incorporated into the Annual Action Plan (AAP) draft. The Annual Action Plan is a short range (one year) planning document used to address the City's annual needs, goals and objectives by allocating funds to eligible activities recommended and approved for the 2013-2014 Program Year. The AAP draft will be available for 30 days for public review and comment period at city hall, the library, and on the City's website from March 9, 2013 through April 9, 2013. Before submitting the final AAP to HUD, a Public Hearing of the City Council to review the recommendation must occur and is tentatively scheduled for April 9, 2013.

COORDINATION AND REVIEW:

This recommendation was prepared and coordinated with the Office of the City Manager, Department of Community Investment, Finance Department, City Attorney's Office and the Ad Hoc City Council Committee participants.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommendation supports the Council's goals of investing in the community for public services and public improvements in accordance with CDBG guidelines and regulations.

ALTERNATIVES:

The City Council may direct staff to revise the funding awards recommended by the Ad Hoc Committee.

FISCAL IMPACT:

Approval of the recommendation of the Ad Hoc Committee will advance the potential receipt of CDBG funds to benefit the City of Hemet and the community. The recommend action does not require any funding from the City's General Fund.

CONCLUSION:

It is respectfully recommended that the City Council accept and approve:

- 1) Ad Hoc Committee's recommendation for allocation of the 2013-2014 Community Development Block Grant (CDBG) funding,
- 2) the reprogramming of unexpended prior year CDBG funds, and
- 3) incorporation of these recommendations into the CDBG Annual Action Plan draft.

ATTACHMENT:

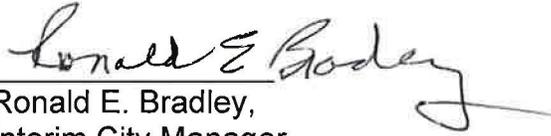
1. Copy of 2013/14 CDBG Funding Recommendations by the Ad Hoc Committee.

Prepared by,



Carla Callahan,
CDBG Coordinator

Approved By:



Ronald E. Bradley,
Interim City Manager

Reviewed by:



Rita Conrad,
Finance Director

Reviewed by:



John Jansons,
Community Investment Director

2013/14 CDBG Applications Received

Agency	Activity	Activity Type	Requested \$	Eligible?	\$Recommended
City of Hemet - Community Development	Code Enforcement	Housing	\$180,000.00	Yes	\$ 180,000.00
City of Hemet - Community Investment	Senior or Disabled Home Repair Program	Housing	\$100,000.00	Yes	\$ 100,000.00
City of Hemet - Public Works/Engineering	Sidewalk Improvements 13/14	Infrastructure	\$439,040.00	Yes	\$ 173,700.00
Building the Way	Community Repairs by Buiding the Way Youth	Housing	\$12,000.00	Yes	
Habitat for Humanity Hemet/San Jacinto	Palm Avenue Project	Housing	\$105,000.00	Yes	
			\$836,040.00		\$ 453,700.00
Fair Housing Council of Riverside County, Inc.	Fair Housing and Landlord/Tenant Counseling	*Public Service or Admin	\$25,000.00	Yes	\$ 24,700.00
City of Hemet - Community Investment	Crime Free Multi Family Housing Program	Public Service	\$50,000.00	Yes	\$ 50,000.00
			\$911,040.00		\$ 528,400.00
Assistance League of Hemacinto	Operation School Bell	Public Service	\$23,000.00	Yes	
California Family Life Center	Kin Care	Public Service	\$10,000.00	Yes	
Care-A-Van Transit	Care-A-Van Transit	Public Service	\$10,000.00	Yes	\$ 10,000.00
CASA for Riverside County, Inc.	Hemet Children of the Court Advocate Scholarships	Public Service	\$17,951.23	Yes	
Center Against Sexual Assault (C.A.S.A.)	Rape Crisis Center	Public Service	\$11,481.00	Yes	
Community Connect	211 Riverside County	Public Service	\$10,200.00	No	
Community Connect	Long Term Care Ombudsman Program	Public Service	\$25,000.00	Yes	
Community Pantry	Emergency Food Services	Public Service	\$10,000.00	Yes	
Community Pantry	Utility Assistance	Public Service	\$10,000.00	Yes	\$ 10,000.00
Cops 4 Kids	Pogram Enhancement Support	Public Service	\$12,500.00	Yes	
EXCEED	EXCEED Vocational Training Center	Public Service	\$20,000.00	Yes	
Green Coalition of the San Jacinto Valley	Hemet Anti Graffiti Coating Project	Public Service	\$23,330.00	No	
Habitat for Humanity Hemet/San Jacinto	Palm Avenue Project - Admin Support	Public Service	\$10,000.00	Yes	
Hemet Police Activities League	Hemet P.A.L. Free Afterschool Program	Public Service	\$20,000.00	Yes	\$ 10,000.00
Hemet Unified School District	Building Assets/Reducing Risks Intervention Project	Public Service	\$12,068.00	Yes	
T.H.E. Center	Therapy for Handi-capable Equestrians Scholarships	Public Service	\$28,742.00	Yes	
The Fathers Big Idea (FBI)	FBI's Arts Institute for Hemet Residents	Public Service	\$350,000.00	No	
Valley Restart Shelter	Emergency Shelter Support	Public Service	\$10,000.00	Yes	
Valley Restart Shelter	V-W Recreation Youth Activity Scholarships	Public Service	\$2,400.00	**Yes	
Valley-Wide Recreation	Youth Scholarship Program	Public Service	\$10,000.00	Yes	
Hemet United Methodist	Sheidler Community Park Improvements	Public Facilities	\$11,465.00	No	
			\$638,137.23		\$30,000.00
			\$1,549,177.23		\$558,400.00
City of Hemet - Community Investment	CDBG Administration (20% Cap)	Administration	\$ 139,600.00		\$ 698,000.00

*required element of CDBG

**if combined with Emergency Shelter Support

Unexpended Prior Year Funds					
City of Hemet - Public Works/Engineering	Sidewalk Improvements 12/13	Infrastructure	\$40,954.54	Yes	\$ 40,954.54

#22.G.3

Crisis Leadership & Decision Making for Elected Officials .

MGT340



The Crisis Leadership & Decision-Making for Elected Officials seminar uses case studies of major incidents to examine the dynamics of crisis leadership and decision making from a leader's prospective. The seminar begins with a discussion about the difficulty of making good decisions during a major incident response and explores ways to overcome such challenges. The political aspects of major incidents are also identified in the session, including inter-organizational conflict, blame, and media relations.

Training Level: Executive

Course Length: 1/2 Day (4 hours)

Case Study (case study from the Kennedy School of Government, Harvard University):

- Hurricane Katrina: Preparing for "The Big One" In New Orleans (Part A) and Responding to an "Ultra-Catastrophe" in New Orleans (Part B)

Seminar Topics:

- **Planning for Effective Disaster Response:**
 - Plans are notorious for ending up on the floor when the crisis occurs and must have the right amount of detail, structure and flexibility to be useful.
- **Leadership and Decision Making During a Crisis:**
 - Newly elected or appointed officials need to think through their substantive functions and moral responsibilities as crisis leaders in advance of a crisis, rather than addressing their obligations for the first time in the midst of a crisis.
- **Recognizing the Extraordinary; Improving the Necessary Response:**
 - Every major disaster presents a unique situation and often predetermined emergency plans and response behavior that function quite well in dealing with routine emergencies are frequently grossly inadequate or counterproductive in dealing with a catastrophic incident. Even the best plans cannot anticipate every emergency situation.
- **Complex, Multi-Jurisdictional Coordination:**
 - As a crisis increases in complexity and multiple agencies or jurisdictions are tasked to provide support, leadership and command responsibilities may need to be transferred from those initially in charge to others with different skills or broader authority. This evolution of crisis leadership frequently produces substantial friction between agencies and jurisdictions.

• **Maintaining Scalability:**

- As the crisis grows, more resources are needed, and this creates more tasks and requires a greater variety of responder capabilities.

• **Developing a Jurisdiction Preparedness Action Plan:**

- From the lessons learned during seminar discussions and reading of the case study, a broad personal and jurisdiction action plan will be developed to guide future emergency preparedness planning.

Participants:

This seminar is intended for elected and appointed senior officials from local jurisdictions

Date:

May 1st 2013

Class Size: Limited to 20 participants

Venue:

City of Wildomar City Hall
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

Time: 8:30am – 12:30pm

To Register:

<http://tinyurl.com/MGT340-CrisisLeadershipDec>

Riverside County Fire OES point of

Zuzzette Bricker, SW ESC

951-892-1637

Zuzzette.Bricker@fire.ca.gov

