



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

March 11, 2014

6:00 p.m.

**City of Hemet Council Chambers
450 E. Latham Avenue**

www.cityofhemet.org

Please silence all cell phones

**Notice: Members of the Public attending shall comply with the Council's adopted Rules of Decorum in Resolution No. 4545. A copy of the Rules of Decorum are available from the City Clerk.*

Call to Order

Roll Call

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

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 required to be publicly reported.

1. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Hemet Non-Sworn Police Employees Association
Hemet Fire Fighters Association
Service Employees International Union (SEIU) General Employees
 2. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of case: *Randy Cordero v. Hemet Police Department et al.*
USDC Case No. EDCV 10-01935-JAK-PJW
-

REGULAR SESSION

7:00 p.m.

**City of Hemet City Council Chambers
450 E. Latham Avenue**

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

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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 lecture. When the Mayor calls your turn give your last name, and address, then begin speaking. You will have three minutes at that time to address the Council.

Consent Calendar

5. **Receive and File** – Warrant Register
 - a. Warrant register dated February 20, 2014. Payroll for the period of February 3, 2014 to February 16, 2014 was \$632,376.03.

6. **Recommendation by City Manager** – Ratification of Appointment of Interim Finance Director
 - a. Ratify the City Manager’s appointment of Tom Kanarr as Interim Finance Director, effective March 4, 2014.

 7. **Recommendation by City Manager** – Confidential Employee Resolution
 - a. Adopt the resolution relating to all Confidential Personnel salary ranges, benefits, and establishing policy with respect to the requirements, responsibilities, designation, and condition of their employment. **Resolution Bill No. 14-010**

 8. **Recommendation by Engineering** – Installation of Banners across Florida Avenue
 - a. C.A.S.A. – April is Sexual Assault Awareness Month
 - b. Salvation Army – Salvation Army Week, May 12 through May 28, 2014

 9. **Recommendation by Public Works** – Professional Services Agreement for Environmental and Regulatory Services related to update of the City-Wide Long-Term Routine Maintenance Permitting Program and Supplemental Appropriation
 - a. Approve a professional services agreement with RBF Consulting for environmental and regulatory services to update the City of Hemet Long-Term Routine Maintenance Permitting Program at a cost not to exceed \$66,300; and
 - b. Authorize the Finance Director to record a supplemental appropriation of \$66,300 in Storm Drain Fund 254-4650-2710; and
 - c. Authorize the City Manager to execute the agreement with RFB Consulting; and
 - d. Authorize the city Manager to approve additional compensation of up to ten-percent of the original contract amount, provided that adequate budget is available.

 10. **Recommendation by City Clerk** – Adopting and Promulgating the City’s Conflict of Interest Code
 - a. Adopt a resolution adopting and promulgating the Conflict of Interest Code and Designated Officials and Employees of the City of Hemet required to file a Statement of Economic Interest. This resolution will rescind Resolution No. 4341. **Resolution Bill No. 14-008**
-

Approval of Minutes

11. **February 25, 2014**
-

Discussion/Action Item

12. **Amendment to the Disaster Planning Commission** – City Manager Hill
 - a. Introduce, read by title only and waive further reading on an ordinance amending Section 26.3 [Disaster Planning Commission – Established Membership] of the Hemet Municipal Code. **Ordinance Bill No. 14-007**

13. **CHP Cooperative Agreement - Project H.O.P.E.** – Chief Brown
- a. Authorize the City Manager to enter into a Reimbursable Services Agreement with the California Highway Patrol (CHP) to provide supplemental traffic enforcement on State Route 74 (Florida Avenue) within the City limits from March 1, 2014 through August 31, 2014; and
 - b. Authorize the Finance Director to approve a supplemental appropriation in the amount of \$149,840 from unreserved fund balance to fund the temporary program.
-

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 our comments.

****Notice: Members of the Public attending shall comply with the adopted Rules of Decorum in Resolution No. 4545. 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.

City Council Reports

14. 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)
 6. Watermaster Board

 - B. 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

- C. Council Member Youssef
 - 1. Western Riverside County of Governments (WRCOG)
 - 2. Riverside County Transportation Commission (RCTC)

 - D. Mayor Pro Tem 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)
 - 6. Disaster Planning Commission

 - E. Mayor Smith
 - 1. League of California Cities
 - 2. Riverside County Transportation Commission (RCTC)
 - 3. Western Riverside County of Governments (WRCOG)
 - 4. Public Safety Update
 - 5. National League of Cities

 - F. Ad-Hoc Committee Reports
 - 1. Crime Stoppers Plus Ad-Hoc Committee
 - 2. West Hemet MSHCP Ad-Hoc Committee
 - 3. Regent Development Agreement Ad-Hoc Committee

 - G. City Manager Hill
 - 1. Manager's Reports
-

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 a future City Council meeting, please state the agenda item to provide direction to the City Manager.

Adjournment

Adjourn to Tuesday, March 25, 2014 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held April 8, 2014.

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.



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Deputy City Manager/Administrative Services;
Wally Hill, City Manager *Wally Hill*

DATE: March 11, 2014

RE: Warrant Register

The City of Hemet's warrant register dated February 20, 2014 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of February 3, 2014 to February 16, 2014 was \$632,376.03.

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



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Wally Hill, City Manager *Wally Hill*
DATE: March 11, 2014
RE: Ratification of Appointment of Interim Finance Director

RECOMMENDED ACTION:

That the City Council ratify the City Manager's appointment of Tom Kanarr as Interim Finance Director, effective March 4, 2014.

BACKGROUND:

As a result of Rita Conrad's departure, the Deputy City Manager for Administrative Services position is currently vacant. While a recruitment is underway to fill that position, the most urgent need for interim assistance is for Interim Finance Director services.

PROJECT DESCRIPTION:

Tom Kanarr is recommended to fill the Interim Finance Director position until the Deputy City Manager for Administrative Services position is filled. It is expected that the Deputy City Manager position will be filled by July or August, 2014. He would fulfill the duties described in the attached job description, and it is expected he would work 30- 40 hours per week. As a CalPERS recipient, his engagement could not exceed 960 hours per year. A draft employee agreement for the interim services has been negotiated with Mr. Kanarr and is attached. CalPERS rules require the appointment to be made by the City Council. In order to ensure a seamless transition, I asked Mr. Kanarr to spend some time with Rita Conrad on March 4th, and to start full-time on March 10th. I am asking the Council to ratify that decision, effective March 4th.

ANALYSIS:

We are fortunate that Mr. Kanarr is willing and available to serve as our Interim Finance Director. He has over 35 years of auditing and finance experience in California local government, including 15 years of service as the Finance Director and Treasurer for the City of Palm Springs from 1990 to 2005. Since retiring in 2005, he has also served as an Interim Finance Director for four California cities, including two previous stints as Hemet's Interim Finance Director from May, 2006 – January, 2007, and from September, 2008 – February, 2010. His long experience in local government finance in California, and his familiarity with Hemet's organization and financial situation make him ideally suited for these responsibilities. Because of the need to secure Interim Finance Director services quickly, this was a noncompetitive selection process.

COORDINATION & REVIEW:

The proposed employment agreement for Interim Finance Director services was drafted by the City Attorney.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

This appointment would be consistent with the City's General Plan theme to achieve long-term fiscal viability.

POTENTIAL ALTERNATIVE ACTIONS:

An Interim Deputy City Manager could have been selected instead. However, I believe the most critical need for interim services is for Finance Director responsibilities, and it will be easier for an interim appointee to maintain a single focus, than be responsible for multiple departments. Until the Deputy City Manager position is filled, Human Resources and Information Technology will report directly to the City Manager.

FISCAL IMPACT:

Professional services will be reimbursed at a rate of \$69.96/hour, and those expenses and other related operating expenses will be paid from funds appropriated for the Deputy City Manager for Administrative Services position.

Respectfully submitted,



Wally Hill
City Manager

Approved as to form:



Eric S. Vail
City Attorney

Fiscal Review:



Rita Conrad
Deputy City Manager

Attachment(s): Finance Director Job Description
Proposed Interim Finance Director employment agreement

CITY OF HEMET
DIRECTOR OF FINANCE

DEFINITION

Under general direction, functions as the administrative head of a City department composed of accounting, payroll, budget, Utility Billing, purchasing, business licensing, and data processing; participates in the development of policies related to assigned areas of responsibility, including the Redevelopment Agency; reviews and assists in the addressing of general City concerns as a member of the City's management team; performs related duties as required.

CLASS CHARACTERISTICS

This position reports to the City Manager and is responsible for the development and administration of programs designed to address primary areas of City service. The incumbent is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The incumbent must also function as a member of the City's management team and participate actively in addressing issues of concern to the City which at times may not have a direct impact on area of specialization.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

1. Plans, organizes, and manages the fiscal management program of the City including budget preparation and monitoring, collection and disbursement of revenues, payroll, accounting, financial reporting and auditing, grant accounting, and investment of funds; manages centralized purchasing and contracting services for the City.
2. Monitors city compliance with various laws and regulations governing the administration of fiscal affairs, including the financial affairs of the Redevelopment Agency.
3. Reviews investments and cash flow; assists in developing policies governing the investment of City funds, implements adopted policies, and monitors the investment program; plans and directs the financing of long term debts for the City, Redevelopment Agency, and Housing Authority.
4. Supervises the compilation of budget requests, preparation of preliminary and final budget documents, and various transactions required for budget control and administration.

DIRECTOR OF FINANCE

EXAMPLES OF DUTIES (Continued)

5. Directs the preparation of revenue, expenditure, debt, costs, and other reports on departmental operations including an annual comprehensive financial report and monthly summaries of financial activities.
6. Provides advice and counsel to the City Council and staff on fiscal planning, revenue and expenditure projections, and related matters; conducts periodic studies and makes recommendations as to the appropriate level for fees and charges imposed by the City.
7. Participates in determinations regarding automated data processing and coordinates related hardware and software acquisitions.
8. Plans, manages, and coordinates risk management functions for the city including Worker's Compensation, liability insurance, medical plans, life insurance, and other employee benefits.
9. Coordinates departmental activities with other City departments and outside agencies.
10. Participates in City management staff meetings and may serve on special task forces or direct the conduct of projects having a general city-wide impact such as Council, Budget, and Revenue and Taxation Committees.
11. Selects department employees; plans, organizes, and assigns work; develops and establishes work methods and standards; directs or conducts staff training and development; reviews and evaluates employee performance; executes disciplinary action.

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Example combinations include a bachelor's degree in public or business administration, accounting, or closely related field, and five years of progressively responsible experience in accounting work, preferably governmental, including at least three years in a supervisory capacity. A master's degree in a related field is desirable.

QUALIFICATIONS GUIDELINES (Continued)Knowledge, Skills, and Abilities

Knowledge of governmental accounting and finance administration principles, systems, procedures, reports, and practices; management and organization theories, principles, practices, and methods; the laws and regulations which govern finance administration; treasury management and investment programs available for governmental funds; sources of revenue to fund City and Redevelopment Agency services and budgeting processes. Ability to analyze financial issues as they relate to City services; develop programs to fund City services; deal effectively with subordinates, supervisors, peers, and the general public; learn the systems, procedures, and reports which make up the City's finance program, and data processing; effectively direct subordinates and develop cooperative working relationships with City staff and elected officials.

Special Requirements

Possession of or ability to obtain an appropriate California driver's license and a satisfactory driving record.

**EMPLOYMENT AGREEMENT
For the Position Of
INTERIM DIRECTOR OF FINANCE**

This Employment Agreement (“Agreement”) is made and entered into this 1st day of March, 2014, by and between the CITY OF HEMET (“CITY”), a California municipal corporation and general law city, and TOM KANARR (“KANARR”), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of KANARR as its Interim Director of Finance, temporarily, to carry out the duties and responsibilities of Director of Finance in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. KANARR desires to accept employment as Interim Director of Finance in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. KANARR represents that he is a retired annuitant of CalPERS within the meaning of Government Code § 21221(h) and acknowledges that he is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during CITY’s 2013-2014 fiscal year, or for any additional or subsequent fiscal year, and that his compensation is statutorily limited as provided in Government Code § 21221(h). KANARR represents that he has not worked for any CalPERS Agencies during the CITY’s 2013-2014 fiscal year, or received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. KANARR further represents his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

D. CITY has determined that it is necessary to hire KANARR, a retired annuitant, because the position of Interim Director of Finance requires special skills, and KANARR, by virtue of his significant experience as director of finance in other cities, has those special skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. KANARR accepts employment with CITY as its Interim Director of Finance and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. KANARR shall provide service at the direction and under the supervision of the City Manager. It is the intent of the parties that KANARR, as the Interim Director of Finance, shall keep the City Manager fully apprised of all significant ongoing operations of CITY. Toward that end, KANARR shall report directly to the City Manager and will periodically, or as may be otherwise

specifically requested by the City Manager, provide status reports to the City Manager on his activities and those of CITY.

1.2 Term. The term of this Agreement shall commence upon being executed by KANARR and CITY's City Manager ("Commencement Date"). KANARR shall commence the performance of his duties as the Interim Director of Finance on March 4, 2014, or at such other date as the parties hereto shall agree in writing. This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on Friday, February 27, 2015 (ii) upon the employment commencement date of a permanent employee to the Director of Finance position, or to a position which the CITY has modified, reorganized and/or newly created that effectively replaces the existing Director of Finance position and that substantially encompasses the existing duties of the Director of Finance as set forth in Section 1.4 [Duties] of this Agreement; (iii) upon KANARR working his 960th hour for CITY including hours worked for other CalPERS Agencies during CITY's 2013-2014 fiscal year, or for any additional or subsequent fiscal year; or (iv) upon termination of the Agreement by either KANARR or CITY as provided in Section 4 [Termination] of this Agreement.

1.2.1 Extension of Term. Notwithstanding Section 1.2, the parties may, by mutual written agreement approved by the City Council, extend the term of this Agreement by such period or periods agreed upon by the parties.

1.3 At-Will. KANARR acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his service hereunder. The terms of CITY's personnel rules, policies, procedures, ordinances, resolutions, memorandums of understanding, or collective bargaining agreements, including without limitation CITY Resolution 3838, and subsequent Resolutions, regarding City Administrative Personnel (collectively "Personnel Policies") shall not apply to KANARR and nothing in this Agreement is intended to, or does, confer upon KANARR any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of KANARR, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of KANARR to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and KANARR, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Duties. KANARR shall serve and perform the duties of the Interim Director of Finance as set forth in CITY's job description for the position of Director of Finance, incorporated herewith as Appendix "A".

1.5 Hours of Work. KANARR shall devote the time necessary to adequately perform his duties as Interim Director of Finance. The parties anticipate that KANARR will work approximately 30 to 40 hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City

Council meetings, and attendance at such community events and CITY functions as the Council may direct. Toward that end, KANARR shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides reasonable availability to the City Council, City Manager, CITY staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. However in no event shall KANARR be required to work in excess of 960 hours for City including hours worked for other CalPERS Agencies during CITY's 2013-2014 fiscal year or 2014-2015 fiscal year. The position of Interim Director of Finance shall be deemed an exempt position under California wage and hour law.

1.6 Other Activity. In accordance with Government Code Section 1126, during the period of his employment, KANARR shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of KANARR's duties as Interim Director of Finance.

2. Compensation.

2.1 Rate of Pay. For all services performed by KANARR as the Interim Director of Finance under this Agreement, CITY shall pay KANARR compensation at the rate of SIXTY-NINE dollars and 96/100th cents (\$69.96) per hour according to the payroll schedule in place for CITY employees paid semi-weekly subject to the limitations provided below.

2.2 Compliance with CalPERS requirements. It is the intent of the parties to compensate KANARR only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is calculated by taking the maximum monthly base salary paid to the prior Director of Finance as listed on a publicly available pay schedule for the position of Director of Finance (\$145,536.00 annually) divided by 12 months and then divided by 173.333 to equal an hourly rate (\$69.96).

2.2.1 Recordation and Reporting of Hours Worked. KANARR will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, KANARR shall keep CITY continually apprised of any hours worked by KANARR for other CalPERS Agencies during the term of this Agreement.

2.3 Benefits.

2.3.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, KANARR shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, gym programs, employee assistance programs, and similar benefits.

2.4 Reimbursement

2.4.1 Reimbursement. CITY shall reimburse KANARR for reasonable and necessary travel, subsistence and other business expenses incurred by KANARR in the performance of his duties as Interim Director of Finance. All reimbursements shall be subject to and in accordance with California law and CITY's Travel and Expense Reimbursement Policy.

3. Vacation and Leave.

3.1 No Leave. KANARR and CITY agree that KANARR, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY for any reason seven (7) days after notice in writing to KANARR of such termination. CITY's only obligation in the event of such termination will be payment to KANARR of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By KANARR. This Agreement may be terminated by KANARR for any reason seven (7) days after notice in writing to CITY of such termination. CITY shall have the option, in its complete discretion, to make KANARR's termination effective at any time prior to the end of such period, provided CITY pays KANARR all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. KANARR agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of KANARR's employment. KANARR's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

4.5 Benefits Upon Termination. All benefits to which KANARR is entitled under this Agreement shall cease upon KANARR's termination in accordance with this Section 4, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to KANARR, or unless otherwise required by law.

5. Proprietary Information.

“Proprietary Information” is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his/her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY’s organization, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” During his employment by CITY, KANARR shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, KANARR shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. KANARR’s obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict Of Interest.

KANARR represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. KANARR shall operate any vehicle used in connection with the performance of his duties as Interim Director of Finance in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile’s driver’s license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in KANARR’s personnel file. KANARR agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City’s Notice Address:
City of Hemet
445 E. Florida Avenue

Hemet, California 92543
Attn: City Manager

Interim Director of Finance's Address:

Tom Kanarr

[Deliver to last updated address in personnel file]

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*] CITY will indemnify, defend, and hold KANARR harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during KANARR's tenure as Interim Director of Finance.

7.5 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim Director of Finance under any law or ordinance.

7.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of KANARR's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of KANARR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to KANARR and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments. Subject to the additional limitation set forth in Section 1.2.1. [Extension of Term], this Agreement may not be amended except in a written document signed by KANARR and the City Manager.

7.8 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment. KANARR shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to KANARR, assign its rights and obligations hereunder.

7.10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.13 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.14 Acknowledgment. KANARR acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and KANARR has signed and executed this Agreement, as of the date first indicated above.

INTERIM DIRECTOR OF FINANCE



Tom Kanarr

CITY OF HEMET



Wally Hill, City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

Appendix “A”

City of Hemet Job Description – Director of Finance

CITY OF HEMET
DIRECTOR OF FINANCE

DEFINITION

Under general direction, functions as the administrative head of a City department composed of accounting, payroll, budget, Utility Billing, purchasing, business licensing, and data processing; participates in the development of policies related to assigned areas of responsibility, including the Redevelopment Agency; reviews and assists in the addressing of general City concerns as a member of the City's management team; performs related duties as required.

CLASS CHARACTERISTICS

This position reports to the City Manager and is responsible for the development and administration of programs designed to address primary areas of City service. The incumbent is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The incumbent must also function as a member of the City's management team and participate actively in addressing issues of concern to the City which at times may not have a direct impact on area of specialization.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

1. Plans, organizes, and manages the fiscal management program of the City including budget preparation and monitoring, collection and disbursement of revenues, payroll, accounting, financial reporting and auditing, grant accounting, and investment of funds; manages centralized purchasing and contracting services for the City.
2. Monitors city compliance with various laws and regulations governing the administration of fiscal affairs, including the financial affairs of the Redevelopment Agency.
3. Reviews investments and cash flow; assists in developing policies governing the investment of City funds, implements adopted policies, and monitors the investment program; plans and directs the financing of long term debts for the City, Redevelopment Agency, and Housing Authority.
4. Supervises the compilation of budget requests, preparation of preliminary and final budget documents, and various transactions required for budget control and administration.

DIRECTOR OF FINANCE

EXAMPLES OF DUTIES (Continued)

5. Directs the preparation of revenue, expenditure, debt, costs, and other reports on departmental operations including an annual comprehensive financial report and monthly summaries of financial activities.
6. Provides advice and counsel to the City Council and staff on fiscal planning, revenue and expenditure projections, and related matters; conducts periodic studies and makes recommendations as to the appropriate level for fees and charges imposed by the City.
7. Participates in determinations regarding automated data processing and coordinates related hardware and software acquisitions.
8. Plans, manages, and coordinates risk management functions for the city including Worker's Compensation, liability insurance, medical plans, life insurance, and other employee benefits.
9. Coordinates departmental activities with other City departments and outside agencies.
10. Participates in City management staff meetings and may serve on special task forces or direct the conduct of projects having a general city-wide impact such as Council, Budget, and Revenue and Taxation Committees.
11. Selects department employees; plans, organizes, and assigns work; develops and establishes work methods and standards; directs or conducts staff training and development; reviews and evaluates employee performance; executes disciplinary action.

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Example combinations include a bachelor's degree in public or business administration, accounting, or closely related field, and five years of progressively responsible experience in accounting work, preferably governmental, including at least three years in a supervisory capacity. A master's degree in a related field is desirable.

QUALIFICATIONS GUIDELINES (Continued)Knowledge, Skills, and Abilities

Knowledge of governmental accounting and finance administration principles, systems, procedures, reports, and practices; management and organization theories, principles, practices, and methods; the laws and regulations which govern finance administration; treasury management and investment programs available for governmental funds; sources of revenue to fund City and Redevelopment Agency services and budgeting processes. Ability to analyze financial issues as they relate to City services; develop programs to fund City services; deal effectively with subordinates, supervisors, peers, and the general public; learn the systems, procedures, and reports which make up the City's finance program, and data processing; effectively direct subordinates and develop cooperative working relationships with City staff and elected officials.

Special Requirements

Possession of or ability to obtain an appropriate California driver's license and a satisfactory driving record.

*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: Wally Hill, City Manager *Wally Hill*
Rita Conrad, Deputy City Manager-Administrative Services Director

DATE: March 11, 2014

RE: Confidential Employee Resolution Bill No. 14-010

RECOMMENDATION:

That the City Council approve the attached Confidential Employee Resolution relating to all Confidential Personnel salary ranges, benefits, and establishing policy with respect to the requirements, responsibilities, designation, and condition of their employment.

BACKGROUND:

The City's Confidential Personnel group consists of seven employees who have the task of ensuring all confidential matters are dealt with in accordance with proper protocol. The seven employees are the only non-unionized employee group, with the exception of the at-will, executive employees.

The previous resolution approved August 14, 2012 included a number of provisions to assist in resolving the City's budget issues including a lower PERS tier for new hires and the continued requirement that the employees pay the full 8% employee share of PERS. These cost saving provisions will continue in the proposed resolution.

The pertinent details of the resolution are as follows:

Term:

The Confidential Personnel employees have agreed to continue this resolution through the 2014/2015 budget year.

Salaries:

Effective July 1, 2013, base salaries shall be increased by 2.5% from base salaries at the end of the 2012-2013 fiscal year. The proposed salary increase will be the first cost of living increase the Confidential Personnel members have received since 2006.

Effective July 1, 2013, a seventh 5% step will be added to all salary ranges in the Confidential Personnel salary schedule.

Effective July 1, 2014, base salaries will be increased by 2.5% from base salaries during the 2013-2014 fiscal year.

Annual Lump Sum Payment:

One-time payment of \$600 upon ratification of contract and one-time payment of \$600 in July 2014.

- Non Pensionable (not subject to PERS).
- Non-recurring (does not accumulate each year).
- These provisions do not continue past the 2014-2015 budget year.

Deferred Compensation:

The City will match employee contributions dollar for dollar up to \$150.00 per month.

Sick Leave:

Consistent with other similar bargaining units, sick time accrual will increase by 4 hours per month.

Retirement:

Language updated to be consistent with provisions of PEPRA (Public Employees' Pension Reform Act).

FISCAL IMPACT:

The total **two-year** cumulative cost (all funds) of this package is approximately \$134,085. Of this, approximately 87% of costs are General Fund related (\$116,035) and 13% of costs are related to other funds (\$18,049).

	Year 1:	\$52,898
	Year 2:	\$81,187
<i>Total cost (all funds) of resolution through 06/30/2015:</i>		\$134,085

FY 2013-2014 departmental budgets will be updated accordingly.

Respectfully submitted,

Approved as to form:



Wally Hill
City Manager



Rita Conrad
Deputy City Manager



Eric Vail
City Attorney



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**CITY OF HEMET
Hemet, California
RESOLUTION NO 14-010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, RELATING TO SALARY RANGES AND BENEFITS FOR CONFIDENTIAL PERSONNEL, ESTABLISHING POLICY WITH RESPECT TO THE REQUIREMENTS, RESPONSIBILITIES, DESIGNATION AND CONDITIONS OF EMPLOYMENT OF "CONFIDENTIAL PERSONNEL" OF THE CITY OF HEMET, AND REPEALING RESOLUTION NO. 4518

WHEREAS, in the organizational structure of any organization involving the chain of responsibility and authority, it is desirable to establish and define the limits of the Confidential Personnel Team; and

WHEREAS, it is agreeable and desirable to define the Confidential Personnel Team and the responsibilities of such personnel as well as the benefits to be derived by personnel designated as "Confidential;" and

WHEREAS, this Resolution shall remain in effect until superseded by a subsequent resolution concerning this matter; and

WHEREAS, it is the intent of this Resolution to set forth and clarify certain practices and procedures with regard to administration and nothing contained herein shall be deemed to supersede the City's Merit Personnel System, including personnel ordinances and resolutions, unless otherwise specifically addressed herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Hemet affirms that:

CITY COUNCIL RESOLUTION BILL NO. 14-010
CONFIDENTIAL PERSONNEL

1 **SECTION 1. Designated Classifications.**

2 The following positions are designated as classifications subject to the conditions
3 set forth in this Resolution.

4 **Confidential Positions**

5 Accounting Manager	Accounting Supervisor
6 City Clerk*	
7 Executive Analyst in the City Mgr. Office	
8 Executive Assistant in the City Mgr. Office*	
9 Human Resources Manager	Human Resources Coordinator*
10 Legal Secretary*	
11 Payroll Specialist*	Payroll Technician*
12 Principle Accountant	
13 Sr. Human Resources Technician*	

14 Note: Employees with an asterisk (*) are not exempt and entitled to overtime.

15 **SECTION 2. Periodic Review of Management Resolution.**

16 The City Council reserves the right and discretion to review and amend this
17 Resolution as it deems necessary.

18 **SECTION 3. Repeal of Resolution**

19 Resolution No.4518 is hereby repealed.

20 **SECTION 4. Purpose.**

- 21 A. The purpose of establishing a confidential personnel team is as follows:
22 To create a team under the direction of the City Manager to promote the
23 goals and objectives of the City Council.
- 24 B. To establish a system of compensation for confidential personnel with
25 competitive salary and benefit levels in the labor market.
- 26 C. To distinguish confidential positions and responsibility from classified
27 employees.
- 28 D. To promote harmony through identification of a confidential personnel
team with common goals and responsibilities.
- E. To offer the highest possible caliber of public servants.
- F. To maintain an appropriate separation between the administration and
political body of the City.
- G. To promote harmony and confidentiality in bargaining with labor groups.

1 **SECTION 5. Participative Team Concept.**

- 2 A. Open communication among confidential personnel team members.
- 3 B. Responsibility to participate in the ongoing decision making process.
- 4 C. Employees shall have a responsibility to promote a harmonious approach
5 to problem solving and implementation of City Council goals and share in
6 the responsibility of the decision making process.
- 7 D. Employees are expected to fulfill their responsibilities in administrative
8 decisions and assignments and to respond to emergency situations.
- 9 E. Employees are expected to devote as much time as is necessary to
10 perform their particular duties regardless of emergencies, work stoppage,
11 or the normal work demands of the City.

12 **SECTION 6. Philosophy of Compensation.**

13 The City of Hemet recognizes that it competes in a marketplace to obtain
14 qualified personnel to perform and provide municipal services. It further recognizes that
15 compensation and conditions of employment must be sufficiently attractive to draw and
16 retain qualified employees. Therefore, the City will compensate its confidential
17 personnel employees with wages and benefits competitive within the labor market and
18 commensurate with satisfactory performance of the employee.

19 **SECTION 7. Salary Increases, Salary Ranges, and Merit/Performance Reviews.**

20 A. Salary Increases

- 21 1. Effective July 1, 2013, all group members shall be granted a 2.5%
22 salary increase.
- 23 2. Effective July 1, 2014, all group members shall be granted a 2.5%
24 salary increase.

25 B. Salary Ranges.

- 26 1. Each budgeted job classification covered by this Resolution shall
27 have a salary range as approved by the City Council in the annual
28 operating budget.
- 2. Each such classification salary range shall have seven (7) steps
consisting of five percent (5%) increments, unless otherwise
specified.

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C. Merit/Performance Review.

1. Upon hire, the employee shall be paid a salary for six (6) months from the date of hire, based upon the established range for that position. At the end of the six (6) months the employee may become eligible for a merit increase. Thereafter, all future merit increases shall occur twelve (12) months from the date of the first merit increase.
2. The City Manager, upon recommendation of the Department/Division Head, shall have the authority to advance an individual within a range a maximum of five percent (5%) for merit purposes. This advancement may occur at the end of the initial six (6) months after the date of hire, or anytime thereafter.
3. Salary appointment should be made at the first step of the salary range for the particular classification in which the appointment is made. The City Manager, upon recommendation of the Department/Division Head, shall have the authority to appoint to a higher step of the salary range if recruitment circumstances warrant.
4. Advancement within a salary range shall be authorized only after the affirmative action of the City Manager. Such action shall be based only on satisfactory job performance.
5. All performance evaluations performed pursuant to this Subsection 7.B shall be confidential.
6. As directed by the City Manager, sufficient instruction will be made available to pertinent personnel on the subject of performance evaluation.

1 **SECTION 8. Confidential Personnel Compensation Review Procedures.**

2
3 A. Policy Concerning Compensation Review Procedures.

- 4 1. Compensation and increases thereof, if any, are a matter within the
5 sole discretion of the City Council. The City Council, in keeping with
6 its purpose and philosophy as stated in Sections 4 and 6, to provide
7 competitive salaries to meritorious employees, hereby establishes
8 the following procedures. The City Council reserves the right to
9 amend these procedures from time to time as may be necessary to
10 accomplish the purposes set forth herein.

11 B. Compensation.

- 12 1. As established in Hemet Municipal Code, Chapter 54, the City
13 Manager is responsible for administering the City's personnel
14 system. He/she is further responsible for evaluating its personnel to
15 assure competency in all positions, except his/her own and that of
16 the City Attorney. It is, therefore, the responsibility of the City
17 Manager to administer the system set forth hereinabove in
18 Subsection 7.B in a manner consistent with this objective.

19 C. Overtime.

- 20 1. In General. Except as provided in Subsection 8.C.2 below, the City
21 Manager has determined that employees in positions subject to this
22 Resolution are exempt for purposes of state and federal wage and
23 hour laws and are not entitled to overtime compensation. Benefits
24 and salary are considered adequate compensation for overtime
25 demands placed on these individuals.

26 2. Non-Exempt Employees and Compensatory Time.

- 27 a. Employees identified with an asterisk (*) in the list of
28 classifications for this Resolution are not exempt for
purposes of state and federal wage and hour laws regarding
overtime compensation and will be entitled to overtime pay
at the rate of one and one-half (1 ½) his/her regular hourly
rate of pay for each hour worked in excess of forty (40)
hours in any one workweek.

b. Compensatory Time (CT):

- (1) Employees eligible for overtime may elect to convert
earned overtime to CT at the rate of one and one-half
(1 ½) hours for each hour actually worked. CT may be

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accrued up to eighty (80) hours. An employee who has accrued eighty (80) hours of compensatory time may not elect to convert overtime to compensatory time and will be compensated for one and one-half (1 ½) hours for each additional hour of overtime actually worked.

(2) An employee who has requested the use of earned CT shall be permitted to use such time within a reasonable period after making the request if the use of the CT does not unduly disrupt the operations of the department.

(3) An employee at any time may request and receive compensation for any CT. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

D. Disaster/Emergency Response.

Employees not eligible for overtime will receive compensation for time worked outside their regularly-scheduled duty, paid at the rate of one and one-half (1 ½) times their hourly rate, for services rendered for participating in a disaster/ emergency response, requested by the Office of Emergency Services and assigned by the City Manager, outside the city limits. State or federal reimbursement for these services will revert to the City.

SECTION 9. Confidential Personnel Benefits.

A. Part-time Benefits.

Part-time employees, who work less than half-time, shall not receive any confidential personnel benefits. Part-time employees, who work at least half-time, shall receive confidential personnel benefits as follows:

1. The following confidential personnel benefits are provided on the same basis as is given to a full-time employee:
 - a. Retirement;
 - b. Leave of Absence Without Pay;
 - c. Non-Occupational Disability Leave;
 - d. Professional Organizations;

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- e. Grievance and Disciplinary Appeals Procedure;
- f. Deferred Compensation; and
- g. Optional Work Schedule.

2. The following confidential personnel benefits are prorated on the basis of the percentage of hours that the employee works compared to a full-time employee:

- a. Personal Time Off;
- b. Sick Leave;
- c. Health Insurance. The City will pay the prorated percentage of the cost of the medical plan selected by the employee. The City will pay the prorated percentage of the cost of the City's self-funded dental and vision plans;
- d. One time, Lump Sum, Non-Recurring, Non-Pensionable Payments;
- e. Jury Duty;
- f. Holiday Policy;
- g. Retiree Health Insurance Benefits, pursuant to the Retiree Health Policy;
- h. Bereavement Leave.

3. The following confidential personnel benefits are provided as indicated under the specific benefit:

- a. Medical Examination.

4. The following confidential personnel benefits are not provided to any part-time employee:

- a. Administrative Leave;
- b. Disability Insurance;
- c. Life Insurance;
- d. City Vehicles;
- e. Educational Reimbursement.

B. Deferred Compensation.

1. The City will provide a City-paid deferred compensation program which shall be included as "salary" in any compensation review as

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set forth hereinabove in Section 8. The rate for City-paid deferred compensation for all employees is set at 2% of monthly salary.

- 2. Effective July 1, 2013, the City will match dollar for dollar into the employee deferred compensation plan (457) through ICMA, up to a maximum of one hundred fifty dollars (\$150.00) per month.

C. Medical Examination.

The City will reimburse all confidential personnel for a medical examination by the physician of their choice which could include EKG, X-rays, and any such other tests that the employee might elect to have. The reimbursement amount for direct costs incurred shall not exceed \$250 per calendar year (\$125 for part-time).

D. Personal Time Off.

The City shall administer a Personal Time Off (PTO) program which will provide for vacations, family sick leave, and management leave. The PTO program combines earned vacation, management/supervisory leave, and a portion of sick leave benefits.

- 1. Confidential Personnel employees will accrue Personal Time Off according to the following table:

Length of Service	Vacation Days	Management/ Supervisory Leave	Sick Leave	Total Personal Time Off
<u>Exempt Employees</u>				
1-12 yrs.	20	5	6	31
12 + yrs.	21	5	6	32
<u>OT Eligible Employees</u>				
1-3 yrs.	12	0	6	18
4-6 yrs.	15	0	6	21
7-9 yrs.	18	0	6	24
10-12 yrs.	20	0	6	26
12+ yrs.	21	0	6	27

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2. Guidelines for Use of Personal Time Off:

- a. Accumulation of Personal Time Off (PTO) shall be limited to an amount equal to the earnings for a twenty four (24) month period at the employee's current PTO earning rate;
- b. PTO may be used as soon as indicated on the employee's pay stub (but may not be used in advance) and must be approved by the employee's supervisor and/or department head;
- c. In the event one or more holidays fall during a period when an employee is on PTO, ten (10) hours of such holiday shall not be charged as PTO;
- d. PTO (and compensatory time) must be exhausted before a leave of absence will be granted;
- e. When an employee is using PTO and becomes ill or injured, he or she may use sick leave when eligible;
- f. The policy of the City Council regarding PTO sellback is that an employee:
 - (1) Can sell accumulated PTO not more than once each quarter.
 - (2) Must obtain approval of the City Manager for the sellback.
 - (3) May not sell more than one hundred seventy six (176) hours per calendar year.
 - (4) Shall be prohibited from selling any PTO if, during the past six (6) months, the employee has received

1 discipline in the form of a suspension without pay, a
2 reduction in salary, or a demotion;

3 g. Upon termination of employment, an employee will be paid
4 for the balance of his/her PTO at the rate of one hundred
5 percent (100%) of current salary.

6 h. Existing vacation leave balance of a City employee
7 promoted to an administrative position will be transferred to
8 PTO; accrual of additional PTO will begin upon the effective
9 date of the promotion at the rate indicated in Subsection
10 9.D.1.

11 E. Administrative Leave.

12 Administrative leave must be used by December 31 of each year, cannot be
13 carried forward to the following year, and cannot be converted to cash compensation or
14 PTO. Administrative leave may be taken off, with Department Head or City Manager
15 approval as appropriate, subject to the City and department needs and scheduling.
16 Administrative leave is provided to employees as follows:

17 1. Employees designated by the City Manager will receive up to six (6)
18 days of administrative leave per year for:

19 a. Required attendance at most regularly scheduled City
20 Council meetings as recommended by the Department Head
21 to the City Manager.

22 b. Required attendance at most regularly scheduled Planning
23 Commission meetings as recommended by the Department
24 Head to the City Manager.

25 2. Employees designated by the City Manager will receive six (6) days
26 of administrative leave per year for required standby (on the scene
27 within thirty (30) minutes) on a regularly scheduled basis directing
28 the employee to maintain telephone or radio contact with the City.

F. Sick Leave.

1. Ninety-six (96) hours per year of sick leave will be placed in the
employee's Sick Leave account to be used when an employee is ill.

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Sick leave shall be earned at the rate of eight (8) hours per month and will have no accumulation limitation.

2. Newly-hired confidential personnel shall be given a credit of two hundred forty (240) hours of sick leave to their Sick Leave account for the first two and one-half (2 ½) years of service. Accrual of additional sick leave will commence at the beginning of the 31st month of service.
3. Existing sick leave balance of a City employee promoted to a confidential personnel position will be transferred; accrual of additional sick leave time will begin upon the effective date of the promotion at the rate indicated in Subsection 9.F.1.
4. Sick leave shall be used for illness or injury which causes the employee to be absent from his/her duties.
5. Sick leave may be used for absences from duty when the employee's presence is needed to attend to the illness of a member of his/her family. The use of sick leave under this subsection shall be limited to one half (1/2) of annual potential accrual, which is 48 hours for full-time employees.
6. Reasonable proof of illness may be requested.
7. Personal Time Off shall be applied when all sick leave has been used.
8. The following payoff provision for accumulated Sick Leave upon retirement or disability, death or resignation, shall apply:
 - a. Twenty-five percent (25%) of all accumulated sick leave after five (5) years of service with the City; payoff shall be prorated upon last five (5) years of service.

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- b. Fifty percent (50%) of all accumulated sick leave after ten (10) years of service with the City; payoff shall be prorated upon last five (5) years of service.
- c. Seventy-five (75%) of all accumulated sick leave after twenty (20) years of service with the City; payoff shall be prorated upon last five (5) years of service.

G. Holiday Policy

The City currently celebrates the following holidays:

1. <u>Designated Date</u>	<u>Designated Holiday</u>
1. January 1	New Year's Day
2. Third Monday in February	Washington's Birthday
3. The last Monday in May	Memorial Day
4. July 4	Independence Day
5. The First Monday in September	Labor Day
6. The Second Monday in October	Columbus Day
7. November 11	Veterans Day
8. Thanksgiving	Thanksgiving
9. Friday after Thanksgiving	Friday after Thanksgiving
10. ½ Holiday – Day Before Christmas	Christmas Eve
11. December 25	Christmas
12. ½ Holiday -Day Before New Year	New Year's Eve
13. Two Floating Holidays	At employee's discretion, with Supervisor's approval

2. Hour Value. The hour value for each holiday shall be equivalent to the employee's scheduled work period, i.e., if the holiday falls on a scheduled nine (9) hour work day, the employee's time off is nine (9) hours. If the holiday falls on a scheduled eight (8) hour day, the holiday time off is eight (8) hours, etc.

3. Procedure if Holiday Falls on Saturday or Sunday. For those employees whose normal work week is Monday through Friday, when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

1 4. Procedure if Holiday Falls on Regular Day Off. If a holiday occurs on
2 a day which is the employee's regular day off, he/she shall be
3 entitled to ten (10) hours of holiday pay or five (5) hours of pay for a
4 half (1/2) day holiday.

5 H. Bereavement Leave.

6 1. Use of Bereavement Leave. Paid Bereavement Leave may be
7 granted to an employee upon the request of the employee, upon the
8 death of any of the following relatives of the requesting employee:
9 spouse; child, including biological, step, adopted and foster children;
10 parent, including biological, step, adoptive and foster parents;
11 parent-in-law; grandparent; sibling; grandchild, including biological,
12 step, adopted and foster grandchildren.

13 2. Amount of Bereavement Leave: Employees may receive up to three
14 (3) days of paid Bereavement Leave based upon the employee's
15 usual work schedule.

16 I. Health Insurance.

17 1. The City shall make available to all full time employees
18 and their dependents, pro-rated for part time employees, medical
19 plans through commercial carriers offering at least one HMO and
20 one PPO option. The City shall also provide fully-paid, self-funded
21 dental and vision plans.

22 2. The City will contribute the sum of \$1,028.81 per month, per
23 employee in paid status toward the cost of health insurance. The
24 City will contribute 100% of the cost per month, per employee in a
25 paid status for the cost of dental and vision plans for such employee
26 and his/her dependents.

27 J. One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payments

28 1. The City shall pay each full-time employee a one-time, non-recurring
and non-pensionable payment of six hundred dollars (\$600.00) on
the March 21, 2014 pay day. The City shall prorate the \$600 one-
time payment for part-time employees on the basis of FTE. To be

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eligible, employees must be considered active during this pay period.

- 2. The City shall pay each full-time employee a one-time, non-recurring and non-pensionable payment of six hundred dollars (\$600.00) on the July 25, 2014 pay day. The City shall prorate the \$600 one-time payment for part-time employees on the basis of FTE. To be eligible, employees must be considered active during this pay period.

K. Retirement.

a. Retirement Plans. The City will provide retirement plans with the California

Public Employees Retirement System ('CalPERS') as follows:

- 1. For employees hired prior to July 1, 2011, such plan shall be 2.7% at 55 with 1959 Survivor Benefits, Level 4, Post-Retirement Survivor Allowance, One-Year Highest Compensation, and Military Service Credit.
- 2. For employees hired from July 1, 2011 through December 31, 2012, or those hired thereafter who are CalPERS 'Classic' members, such plan shall be 2.5% at 55 with 1959 Survivor Benefits, Level 4, Post-Retirement Survivor Allowance, One-Year Highest Compensation, and Military Service Credit.
- 3. For employees hired on or after January 1, 2013, who are not CalPERS 'Classic' members and are not eligible for reciprocity, such plan shall be 2% at sixty-two (62) and final compensation based on 'highest consecutive three year average'.
- 4. The confidential personnel employees will pay the full 8% of the employee's share of the PERS contribution. The PERS contribution is deferred compensation and the responsibility of the individual to report as taxable earnings upon withdrawal or retirement.
- 5. Confidential Personnel employees shall receive retiree health insurance benefits pursuant to Resolution Numbers 4198, 4190, 3349, 3317, and 3209. The Tier Two contribution for management employees covered by this Resolution shall be one hundred dollars (\$100.00) per month.

1 L. Disability Insurance.

2 On behalf of each employee, the City shall contribute an amount equal to the
3 premium on a long-term disability plan. The plan shall provide coverage equal to sixty
4 percent (60%) of total salary, with a maximum monthly benefit of thirteen thousand
5 dollars (\$ 13,000), after a thirty (30) day waiting period. In no case shall the policy
6 require sick leave to be drawn beyond the initial thirty (30) day period.

7 M. Life Insurance.

8 1. For employees hired on or before December 3, 1996, the City will
9 provide a term life insurance policy in the amount of one hundred
10 thousand dollars (\$100,000.00) for all employees covered by this
11 Resolution.

12 2. For employees hired after December 3, 1996, the City will provide a
13 term life insurance policy in the amount of fifty thousand dollars
14 (\$50,000.00).

15 N. City Vehicles.

16 Authorization for use of City-owned vehicles shall be pursuant to Resolution
17 Number 3348. The auto allowance amount for all managers receiving an auto allowance
18 shall be equal to five hundred dollars (\$500) monthly.

19 O. Jury Duty.

20 An employee on jury duty will receive full pay and benefits. Any compensation
21 for such jury duty (except travel pay) shall be returned to the City.

22 P. Bilingual Pay.

23 Employees regularly required by their supervisor to provide foreign language
24 translation services in the course and scope of their employment shall receive fifty
25 dollars (\$50.00) per month. In order to qualify for bilingual pay, the employee must pass
26 a test established by the City.

27 Q. Leave of Absence Without Pay.

28 1. After all Personal Time Off (PTO) and compensatory time has been
 used, the City Manager, upon recommendation of the
 Department/Division Head, may grant a leave of absence without
 pay for any employee up to a maximum of sixty (60) calendar days.
 Extensions of time beyond the initial sixty (60) calendar days up to
 one (1) year may also be granted by the City Manager. One (1)

1 extension, for a total of two (2) years from the beginning of the initial
2 sixty (60) days, may be granted. A leave without pay may be granted
3 for any of the following reasons:

- 4 a. To take a course of study which will increase the employee's
5 usefulness on return to his or her position in the City's
6 service; and
- 7 b. For personal reasons acceptable to the Department Head
8 and City Manager.

9 2. During an approved leave of absence without pay all employee
10 benefits shall cease to be paid by the City. An employee may
11 continue his/her health and life insurance benefits at the employee's
12 expense.

13 R. Non-Occupational Disability Leave.

- 14 1. Upon submission of an appropriate certificate from a licensed
15 medical provider, an employee may be granted non-occupational
16 disability leave. The employee utilizing non-occupational disability
17 leave shall utilize all sick leave accredited to him/her and upon the
18 expiration of sick leave shall utilize any accrued annual vacation
19 leave and compensatory time. When all sick leave, annual vacation
20 leave and compensatory time are exhausted, the remainder of the
21 absence required will be on the basis of leave without pay. The
22 leave without pay will constitute a break in continuous service with
23 the City.
- 24 2. Non-occupational disability leave shall not extend beyond a
25 maximum period of six (6) months. If additional leave is desired, the
26 employee may request additional leave in accordance with Leave of
27 Absence Without Pay, Subsection 9.Q. An employee shall not be
28 entitled to more than one (1) such leave pursuant to this Subsection
9.Q. per twelve (12) month period.

S. Professional Organizations. Confidential personnel are encouraged to
participate in professional organizations that directly relate to their career
objectives and the performance of their responsibilities. City-sponsored

1 membership in professional organizations and activities shall be subject to
2 the constraints of the adopted budget for that department/division.

3 T. Educational Reimbursement. Full-time, regular confidential personnel
4 employees shall qualify for participation in the tuition-reimbursement
5 program. The program covers courses taken at accredited colleges,
6 accredited universities, correspondence courses and other institutions.
7 Reimbursement will be subject to the following:

- 8 1. The course elected must be of benefit to the City and directly related
9 to the employee's current duties or future employment with the City.
10 Courses taken to satisfy a degree requirement may be approved,
11 provided that the degree goal is in the field of current employment of
12 the employee or future employment with the City.
- 13 2. Each employee must attend on his/her own time and complete the
14 course satisfactorily with a passing grade of "C" or its numerical
15 equivalent, or a "pass" or "credit" for the class.
- 16 3. Employees planning on taking classes or entering a specific program
17 that is reimbursable will obtain approval for the reimbursement prior
18 to enrollment.
- 19 4. Such reimbursement shall include tuition, books, text materials used
20 to complete course requirements and parking fees, but shall not
21 include travel time, mileage, or other miscellaneous costs.
- 22 5. Upon completion of the course, the employee shall attach the grade
23 report along with receipts for eligible reimbursements to his/her
24 approved application for educational assistance and present it to
25 his/her Department Head. The Department Head will forward the
26 records of completion to the Human Resources Director.
- 27 6. Reimbursement is limited to two thousand dollars (\$2,000.00) per
28 calendar year.
7. Should the employee leave City service within one year after
completion of a course paid for by the City, the costs of such course
will be deducted from the employee's last paycheck. If the

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employee's last paycheck is insufficient to repay the costs of such course(s), the employee will be required to make appropriate arrangements, including a promissory note, to repay the balance within one (1) year of leaving City service. The City Manager may alter the above requirement in unusual circumstances.

8. Employees covered under this resolution may request prepayment or reimbursement of costs required for the course. Failure to present proper proof of completion will cause the amount of prepayment to be deducted from successive paychecks, not to exceed \$50 per pay period, except in the case of an employee who terminates, in which case the total amount shall be deducted from monies due and owed by the employee.

U. Work Schedule. In consideration of the every Friday facility shutdown for City Hall and Covell buildings, employees covered under this resolution will work Monday through Thursday, ten hours each day.

V. Optional Work Schedule. Alternate work schedules will only occur with the Department Director recommendation, with appropriate coverage to provide adequate service to the public and final approval by the City Manager.

W. Layoff & Grievance Procedures. Will be followed in accordance with the Personnel Rules adopted by the City Council on April 12, 2011.

1. Separation Pay. A regular status employee who is subject to layoff shall receive separation pay in the amount of two (2) week salary at the employee's then current salary.

1 PASSED, APPROVED AND ADOPTED by the City Council this 11th day of
2 March 2014.

3
4 Larry Smith, Mayor

5
6 **ATTEST:**

APPROVED AS TO FORM:

7
8 Sarah McComas, City Clerk

Eric S. Vail, City Attorney

1 State of California)
2 County of Riverside)
3 City of Hemet)

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Resolution is the actual Resolution adopted by the City Council of the City of
6 Hemet and was passed at a regular meeting of the City Council on the 11th day of
7 March 2014 by the following vote:

8 AYES: Council Members Krupa, Wright, Youssef, Mayor Pro Tem Milne, and
9 Mayor Smith

10 NOES:

11 ABSTAIN:

12 ABSENT:

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Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Engineering Director/City Engineer;
Wally Hill, City Manager *Wally Hill*

DATE: March 11, 2014

RE: Installation of Banners across Florida Avenue

RECOMMENDED ACTION:

That the City Council approves the installation of the following listed banners.

BACKGROUND:

Ordinance No. 1598, adopted on March 23, 1998, amending Article XXXVII, Sections 90-1311 through 90-1317 inclusive of the Hemet Municipal Code relating to the Banner for Events within the City of Hemet and the San Jacinto Valley.

- A. C.A.S.A. – Sexual Assault Awareness Month. The banner will go up at Florida and Harvard on March 10, 2014, and down on March 24, 2014, to make the public aware of that April is Sexual Assault Awareness Month. The application and banner legend are attached.
- B. Salvation Army – Salvation Army Week. The banner will go up at Florida and Kirby on April 21, 2014 and down on May 5, 2014 to make the public aware of Salvation Army Week that takes place from May 12th through May 18th. The application and banner legend are attached.

ANALYSIS:

Ordinance No. 1598 states that “certain eligible events and festivals that are deemed to be of community-wide benefit may place banners, flags, or similar devices over public streets”.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

This action is in compliance with Ordinance No. 1598, adopted on March 23, 1998.

FISCAL IMPACT:

No impact to the General Fund.

Respectfully submitted,

DeAnna Stelse
Engineering Department

Attachment(s): Application and banner legend

City of Hemet

SPECIAL EVENT BANNER PERMIT INSTRUCTIONS

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN SECTIONS 90-1311 THROUGH 90-1316 OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER OVER FLORIDA AVENUE IN THE CITY:

ORGANIZATION NAME: Center Against Sexual Assault of Southwest Riverside County
CONTACT PERSON: Gayle Hepner PHONE NO. 951-652-8300
ADDRESS: 2587 S. San Jacinto Street
CITY, STATE, ZIP CODE: San Jacinto, CA 92583
EVENT: Sexual Assault Awareness Month
EVENT DATE OR DATES: April 2015
DESIRED START DATE: 4/20/15 REMOVAL DATE: 5/4/15
BANNER SIZE: 3' X 30'

DESCRIPTION OF BANNER: **PLEASE ATTACH DRAWING OR PHOTOGRAPH**

Colors - Black Banner with Teal and white Lettering

INDEMNIFICATION: The above named organization agrees to protect, defend, indemnify and hold the City of Hemet and State of California harmless for such acts, omissions, liabilities and damages related to suspending any banner described in this application. The organization further agrees only to hire a City-authorized installer to install any banner, unless the City chooses to install the banner at its sole discretion.

SIGNATURE: Gayle Hepner TITLE: Executive Director
PRINTED NAME: Gayle Hepner DATE: 2-6-14

THE FOLLOWING MUST BE ATTACHED:

DRAWING OR PHOTOGRAPH SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED. PROOF OF INSURANCE NAMING CITY OF HEMET.

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

DeAnna Stelse - Engineering Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2360 Fax (951) 765-3878

-allowed??
Yes!



APRIL C.A.S.A.
Center Against Sexual Assault
"Restoring the Heart"
(951) 652-8300 Take a **STAND** Against Sexual Violence! Get Your **TEAL** on!

City of Hemet

SPECIAL EVENT BANNER PERMIT INSTRUCTIONS

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN SECTIONS 90-1311 THROUGH 90-1316 OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER OVER FLORIDA AVENUE IN THE CITY:

ORGANIZATION NAME: The Salvation Army
CONTACT PERSON: Lt. Tony Poe PHONE NO. 951-522-1787
ADDRESS: 340 S. Palm Ave
CITY, STATE, ZIP CODE: Hemet CA 92543
EVENT: Salvation Army Week
EVENT DATE OR DATES: May 12-18
DESIRED START DATE: May 17 4/21/14 REMOVAL DATE: May 18 5/5/14
BANNER SIZE: _____

DESCRIPTION OF BANNER: **PLEASE ATTACH DRAWING OR PHOTOGRAPH**

INDEMNIFICATION: The above named organization agrees to protect, defend, indemnify and hold the City of Hemet and State of California harmless for such acts, omissions, liabilities and damages related to suspending any banner described in this application. The organization further agrees only to hire a City-authorized installer to install any banner, unless the City chooses to install the banner at its sole discretion.

SIGNATURE: Anthony L. Poe TITLE: Officer in Charge
PRINTED NAME: Anthony L. Poe DATE: 2-19-14

THE FOLLOWING MUST BE ATTACHED:

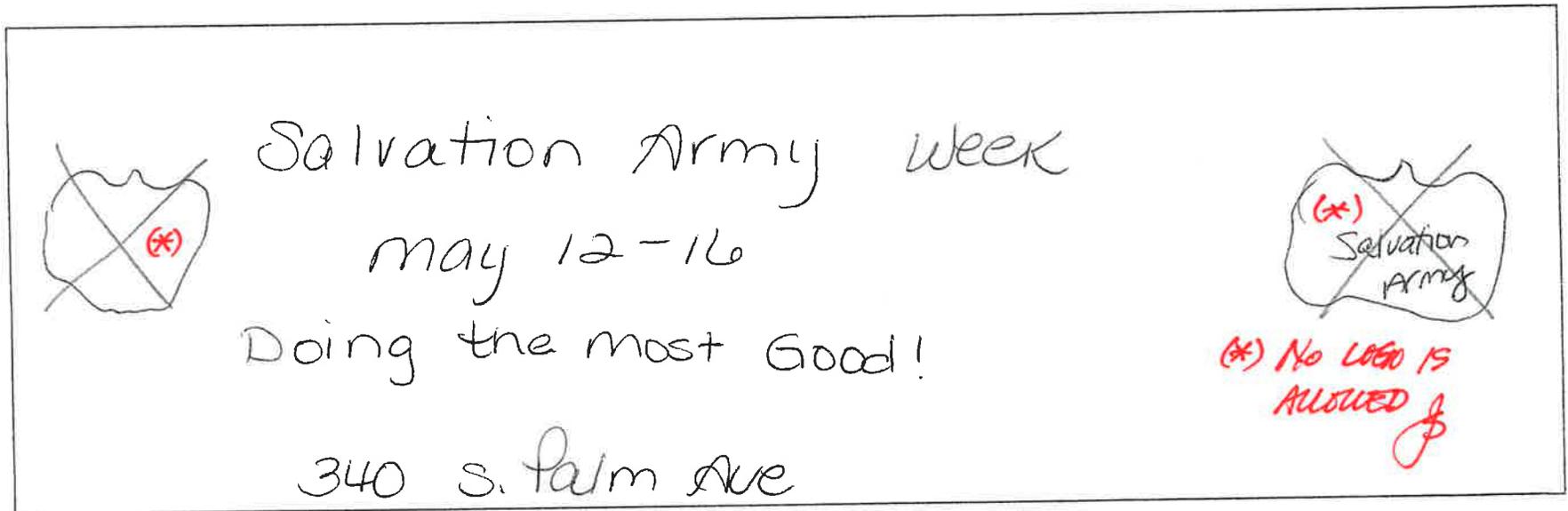
DRAWING OR PHOTOGRAPH SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED. PROOF OF INSURANCE NAMING CITY OF HEMET.

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

DeAnna Stelse - Engineering Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2360 Fax (951) 765-3878

DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS

- Florida Avenue:
- Banner must be 3 feet wide and 25 or 30 feet long
 - Cannot have a business name unless part of event title
 - No advertisements, logos, slogans or jingles
 - No e-mail or physical addresses





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Kristen Jensen, Public Works Director; Wally Hill, City Manager *Wally Hill*

DATE: March 11, 2014

RE: **Approval of Professional Services Agreement for Environmental and Regulatory Services Related to Update of the City-Wide Long-Term Routine Maintenance Permitting Program and Supplemental Appropriation**

RECOMMENDED ACTION:

It is respectfully recommended that the City Council

- Approve a professional services agreement with RBF Consulting for environmental and regulatory services to update the City of Hemet Long-Term Routine Maintenance Permitting Program at a cost not to exceed \$66,300;
- Authorize the Deputy City Manager to record a supplemental appropriation of \$66,300 in Storm Drain Fund 254-4650-2710;
- Authorize the City Manager to execute the agreement with RBF Consulting; and
- Authorize the City Manager to approve additional compensation of up to ten-percent of the original contract amount, provided that adequate budget is available.

BACKGROUND:

In 2000, City staff held a series of meetings with California Department of Fish and Game (now the California Department of Fish and Wildlife) CDFW. The purpose of the meetings was to discuss the city maintenance activities in various roadside drainage ditches and retention basins that CDFW staff believed were adversely affecting existing fish and wildlife resources. City staff and representatives from CDFW developed a short-term maintenance program in August 2003 that allowed for limited maintenance activities to occur while a Long-Term Routine Maintenance Program was developed and applications were submitted to obtain permits for the program with the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB) and the CDFW. The RWQCB issued a Clean Water Act Section 401 Certification in January 2006. The ACOE issued a Regional General Permit in August 2007. The CDFW issued a permanent Long Term Agreement at the end of 2007 after the City completed and adopted a Final Initial Environmental Study/Mitigated Negative Declaration for the maintenance program.

Since the initial biological resources assessment and jurisdictional determination for this program was completed in 2003 many changes have occurred. Nearly 40-percent of the drainage reaches designated as jurisdictional have been replaced with curb and gutter as the result of various development projects in the City. In addition, court decisions, including the Rapanos case, have changed how jurisdictional "waters of the U.S." and "waters of the State" are determined. As a result, some of the drainage channels and retention basins included in the current permits would not be considered jurisdictional today.

The RWQCB Certification and ACOE Regional General Permit terminated in August 2012 and have not been formally renewed or extended. However, the City has continued to implement the conditions of these permits and submitted all required reports, as recommended by

representatives of both RWQCB and ACOE, pending the termination of the agreement with CDFW in April 2015. This was done so an updated delineation of the area could be performed and used to support new permit applications to all three resource agencies at the same time in order to streamline future compliance and reporting requirements.

ANALYSIS:

Staff negotiated a contract with RBF Consulting with the assistance of Procurement Manager Elizabeth Grace. The services of RBF were sought based on the following factors:

- RBF staff has extensive knowledge of the program area and the existing permits
- RBF staff created the City of Hemet Operations and Maintenance Field Guide and associated training program for Public Works field crews in 2012
- Project team supervisor Dr. Thomas McGill is very well respected in this field and takes a reasonable approach to balance between the environment and the interests of cities

PROJECT DESCRIPTION:

Scope of work will include:

- A new delineation to determine the current-day jurisdictional status of drainage facilities located within the city boundaries
- A habitat assessment update to be used to prepare a consistency evaluation for all maintenance activities against the requirements of the Western Riverside County MSHCP
- Preparation of application packages for new permits with ACOE, RWQCB, and CDFW, and processing of comments received from agency staff reviewing the applications
- Development of a program summary binder to highlight key points that emerged from the permitting process to be a “go-to” reference for future maintenance activities covered by the long-term permit approvals

COORDINATION & REVIEW:

Review and coordination by other City departments included:

- Worked with Procurement Manager to review RBF proposal and to negotiate the professional services agreement
- Provided the proposal for professional services to the Community Development Director and Engineering Director for review and comment

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

OS-P-3 -Vernal Pools.

PS-P-11 -Floodway Modification.

FISCAL IMPACT:

- No General Fund impact
- Funding for the Supplemental Appropriation request of \$66,300 is available from Storm Drain Fund No. 254 fund balance
- Budget for anticipated filing fees for permit applications (\$65,000) will be addressed in future year operating budgets.

Respectfully submitted,



Linda Nixon
Environmental Services Manager

Approved as to form:



Eric S. Vail
City Attorney

Fiscal Review:



Rita Conrad
Finance Director

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

By and Between

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

and

**RBF Consulting
A Company of Michael Baker Corporation
3300 East Guasti Road Suite 100
Ontario, CA 91761-8656**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
RBF CONSULTING**

This Agreement for Professional Services ("Agreement") is entered into as of this 11th day of March, 2014, by and between the City of Hemet, a municipal corporation ("City") and RBF Consulting, a consulting firm ("Professional"). City and Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

B. Professional, 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 due to past performance of similar services, knowledge of sensitive plants and wildlife in the maintenance areas, and familiarity with existing resource agency permits and agreements governing these areas.

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 Professional 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. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 24 months commencing upon completion of a fully executed agreement.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Professional agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that schedule, the Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Professional 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. Professional 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 Professional 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 sixty-six thousand, three hundred dollars (\$66,300.00), unless additional compensation is approved in writing by the City Council or City Manager.

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

(c) Except as to any charges for work performed or expenses incurred by Professional which are disputed by City, City will use its best efforts to cause Professional to be paid within forty-five (45) days of receipt of Professional’s correct and undisputed invoice.

(d) Payment to Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Professional's work under this Agreement, either during performance or when completed. City shall reject or finally accept Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

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 Professional 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 Professional. Upon completion, expiration or termination of this Agreement, Professional 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 Professional in the course of providing any services pursuant to this Agreement, Professional'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. PROFESSIONAL'S BOOKS AND RECORDS.

(a) Professional shall maintain any and all documents and records demonstrating or relating to Professional's performance of services pursuant to this Agreement. Professional 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 Professional 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 Professional'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 Professional'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. INDEPENDENT CONTRACTOR.

(a) Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Professional 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 Professional shall at all times be under Professional'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 Professional or any of Professional's officers, employees, or agents except as set forth in this Agreement. Professional shall not at any time or in any manner represent that Professional or any of Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Professional, nor any of Professional'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. Professional expressly waives any claim Professional may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Professional 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. Professional 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, Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Professional 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 Professional in the course of providing any services pursuant to this Agreement, Professional'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.

Professional 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. Professional 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 Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Professional 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.

Professional 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.

Professional 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 Professional 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, Professional 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) Professional 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 Professional's performance of services under this Agreement. Professional 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. Professional 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 Professional 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. Professional 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 Professional 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 Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Professional. Professional 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) Professional, 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 Professional gives City notice of such court order or subpoena.

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

(d) Professional shall promptly notify City should Professional, 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 Professional or be present at any deposition, hearing or similar proceeding. Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Professional. 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 Professional's services, to the fullest extent permitted by law, Professional 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 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) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Professional, or by any individual or entity for which Professional is legally liable, including but not limited to officers, agents, employees or sub-contractors of Professional, 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, Professional 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 Professional, or by any individual or entity for which Professional is legally liable, including but not limited to officers, agents, employees or sub-contractors of Professional.

(c) Indemnification from Sub-Professionals. Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Professional or any other person or entity involved by, for, with or on behalf of Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Professional fails to obtain such indemnity obligations from others as required herein, Professional 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 herein is binding on the successors, assigns or heirs of Professional and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section 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) City’s Negligence. 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.

Professional 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. Professional agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Professional 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 Professional under this Agreement. In recognition of that interest, Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Professional'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 Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Professional shall make every reasonable effort to maintain the stability and continuity of Professional's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Professional shall notify City of any changes in Professional'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 Professional. In the event such notice is given, Professional shall cease immediately all work in progress.

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

(c) If either Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Professional, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Professional or City, all property belonging exclusively to City which is in Professional's possession shall be returned to City. Professional shall furnish to City a final invoice for work performed and expenses incurred by Professional, 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 Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Professional for any work performed after the date of default. Instead, the City may give notice to Professional of the

default and the reasons for the default. The notice shall include the timeframe in which Professional 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 Professional 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 Professional 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 Professional'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.

Professional 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 Professional. 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 Professional 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 Professional: RBF Consulting
Attn: Thomas McGill, Ph.D.
3300 East Guasti Road, Suite 100
Ontario, CA 91761-8656

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 Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Professional to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. 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 Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. 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 31. 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 32. 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 Professional 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 33. 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).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF HEMET

By: _____
Wally Hill, City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail, City Attorney

RBF CONSULTING

By: _____

Its: _____

By: _____

Its: _____

NOTE: PROFESSIONAL'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(S)	_____ TITLE OR TYPE OF DOCUMENT
<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) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Professional will perform the following Services:

- A. **Project Kick-Off Meeting** to discuss maintenance activities in greater detail.
- B. **Research and Investigation**—Obtain and review available referenced data for the project area (Hemet City limits), including policy documentation from the City, State and Federal agencies.
- C. **Delineation Update**—Conduct a site reconnaissance to perform a delineation that will determine jurisdictional “waters of the United States” and “waters of the State” (including potential wetlands and vernal pools), located within the boundaries of the project area. Conduct a thorough literature review of relevant information that supports the site reconnaissance and report preparation. Prepare a comprehensive written report discussing on-site jurisdictional areas
- D. **Preliminary Jurisdictional Determination Forms**—Prepare standard preliminary jurisdictional form and document the jurisdictional authority (or lack thereof) for each on-site drainage facility.
- E. **Habitat Assessment Update**—Conduct a site visit to all proposed maintenance areas to assess and characterize the existing plant communities/biological habitats present within each maintenance area and to determine the potential for these areas to support sensitive plant and wildlife species. Develop guidelines for maintenance workers to follow that will avoid and/or minimize impacts to any sensitive biological resources that may occur within a maintenance area.
- F. **U.S. Army Corps of Engineers (Corps) Clean Water Act (CWA) Section 404 Compliance**—Prepare a submittal package for a Corps Permit to satisfy the requirements of Section 404 of the CWA. Assist Corps staff in preparing the draft Public Notice for the project pursuant to Section 404(b)(1) of the CWA. Prepare an environmental assessment that summarizes information about the proposed activities and addresses comments received by the community during the required Public Notice.
- G. **Santa Ana Regional Water Quality Control Board (Regional Board) CWA Section 401 Compliance**—Prepare a submittal package for a CWA Section 401 Water Quality Certification.

- H. **California Department of Fish and Wildlife (CDFW) Section 1602 Compliance**—Prepare a notification submittal package for a CDFW Section 1602 Long-Term Streambed Alteration Agreement for Routine Maintenance.
- I. **Regulatory Approval Processing**—Provide regulatory services for the processing of the permit applications with the Corps, Regional Board, and the CDFW.
- J. **Long-Term Maintenance Summary Binder**—When regulatory approvals are obtained, organize the conditions, expiration dates, notification requirements, and fee requirements in a regulatory maintenance permit binder.
- K. **Coordination, Management and Meetings**

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

- A. Comprehensive written report discussing on-site jurisdictional areas, including a maximum of five (5) exhibits anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Site Plans (or aerial); 4) On-Site Photographs; and, 5) a Jurisdictional Map.
- B. Corps Preliminary Jurisdictional Form and analysis for each on-site drainage facility.
- C. Consistency evaluation for all maintenance activities against the requirements of the Western Riverside County MSHCP.
- D. Guidelines for maintenance workers to follow that will avoid and/or minimize impacts to any sensitive biological resources that may occur within a maintenance area.
- E. Submittal package for a Corps Permit to satisfy the requirements of Section 404 of the CWA.
- F. Submittal package for a CWA Section 401 Water Quality Certification.
- G. Submittal package for a CDFW Section 1602 Long-Term Streambed Alteration Agreement for Routine Maintenance
- H. Regulatory Maintenance Permit Binder

III. During performance of the Services, Professional will keep the City apprised of the status of performance by delivering the following status reports:

- A. Monthly Progress Reports including a summary of tasks performed and the percentage of work completed to date according to individual task.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Tenth day of each month

V. Professional will utilize the following personnel to accomplish the Services:

- A. Thomas McGill, Ph.D., Vice President-Natural Resources
- B. Richard Beck, PWS, CEP, CPESC, Vice President-Regulatory Services
- C. Travis McGill, Field Biologist
- D. Chris Johnson, Regulatory Specialist

VI. SCHEDULE OF PERFORMANCE:

Professional shall complete all services and provide deliverables within 24 months commencing upon completion of a fully executed agreement. Estimated time period for completion of each task:

- A. **Project Kick-Off Meeting**—Day 1
- B. **Research and Investigation**—Days 1-15
- C. **Delineation Update**—Schedule: Days 16-60; City Review: Days 61-90
- D. **Preliminary Jurisdictional Determination Forms**—Schedule: Days 55-60; City Review: Days 61-90
- E. **Habitat Assessment Update**—Schedule: Days 16-60; City Review: Days 61-90

- F. **U.S. Army Corps of Engineers (Corps) Clean Water Act (CWA) Section 404 Compliance**—Schedule: Day 75-135; City Review: Day 136-165
- G. **Santa Ana Regional Water Quality Control Board (Regional Board) CWA Section 401 Compliance**— Schedule: Day 75-135; City Review: Day 136-165
- H. **California Department of Fish and Wildlife (CDFW) Section 1602 Compliance**— Schedule: Day 75-135; City Review: Day 136-165
- I. **Regulatory Approval Processing**—Schedule: Day 165-345
- J. **Long-Term Maintenance Summary Binder**—Schedule: Day 346-360.
- K. **Coordination, Management and Meetings**—Ongoing over 24 months

VII. 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, Professional shall comply with the Scope of Services as indicated above.

EXHIBIT "B"
COMPENSATION

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

- | | |
|--|-------------------|
| A. Vice President, Natural Resources | \$222.00 per hour |
| B. Vice President, Regulatory Services | \$165.00 per hour |
| C. Field Biologist | \$95.00 per hour |
| D. Regulatory Specialist | \$115.00 per hour |

II. The City will compensate Professional for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.

IV. The total compensation for the Services, including actual reimbursable expenses, shall not exceed \$ 66,300.00, as provided in Section 4 of this Agreement.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Professional shall provide and maintain insurance, acceptable to the City Manager or City Counsel, 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 Professional, 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. Professional 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 Professional and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Professional'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 Professional's services or the termination of this Agreement. During this additional 3-year period, Professional shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Professional 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 Professional performs; products and completed operations of Professional; premises owned, occupied or used by Professional ; or automobiles owned, leased, hired or borrowed by Professional. 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) Professional'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, Professional's insurance.

(3) Professional'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 Professional.

C. Other Requirements. Professional 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 Professional 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. Professional shall furnish certificates and endorsements from each subcontractor identical to those Professional 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 Professional 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 Professional's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



December 4, 2013

Linda Nixon
Environmental Services Manager
City of Hemet Public Works Department
3777 Industrial Avenue
Hemet, California 92545

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL AND
REGULATORY PERMITTING SERVICES
City-Wide Long-Term Routine Maintenance Permitting Program**

Dear Linda:

RBF Consulting (RBF) is pleased to provide the following proposal for professional environmental and regulatory services to the City of Hemet, in order to support the City-Wide Long-term Routine Maintenance Permitting Program. This proposal includes our Scope of Work and budget of services. We are exciting to support the City with such an important project. Although there are always challenges, we've found such programmatic permits to save time and money in the long run. Once the long-term approvals are obtained, the benefits will include:

- increased baseline regulatory knowledge of facilities;
- regional regulatory approvals for multiple maintenance activities;
- a decrease, or in many cases an elimination, of drainage-by-drainage applications and associated studies;
- the establishment of a consistent approach for avoiding and minimizing impacts to regulated environmental resources;
- a comprehensive or "watershed" approach; and,
- an increased level of regulatory independence for the City Operations and Maintenance Crews

Our work program includes the preparation of new and updated baseline studies (the foundation of the permitting process), preparation of the agency applications, processing and time for management, coordination, and meetings.

RBF will immediately initiate work efforts upon your acceptance. Please do not hesitate to contact me at 909-974-4907 should you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Richard Beck". The signature is written in a cursive style with a large, looping initial 'R'.

Thomas McGill, Ph.D.
Vice President- Natural Resources

Richard Beck, PWS, CEP, CPESC
Vice President –Regulatory Services

EXHIBIT A SCOPE OF WORK

1.0 PROJECT KICK-OFF

The environmental and regulatory work program will be initiated with a kick-off meeting with City representatives to discuss the project features (i.e., maintenance activities) in greater detail. This initial meeting is vital to the success of the regulatory permitting phase and will be a key milestone in order to confirm the parameters of the analysis, maintenance program, scheduling and overall communications. Prior to the kick-off, RBF will distribute a kick-off meeting agenda and detailed memorandum, which will identify information needs. The preparation of meeting minutes is included in this task.

Schedule: Day 1 (estimated April 15, 2014)

1.1 RESEARCH AND INVESTIGATION

RBF will obtain and review available referenced data for the project area, including policy documentation from the City, State and Federal agencies, and all other agencies which may be affected by the Project. Any updates to routine operations and maintenance activities will also be reviewed (provided by City). \

Schedule: Days 1-15 (April 16-30)

1.2 DELINEATION UPDATE

RBF will conduct a site reconnaissance to perform a delineation that will determine jurisdictional "waters of the United States" and "waters of the State" (including potential wetlands and vernal pools), located within the boundaries of the project site. The purpose of this task is to verify existing jurisdictional features and update the past mapping associated with the prior permits. The delineation will result in:

- a determination of the Corps' ordinary high water mark (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the September 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*.
- the CDFG's jurisdiction being identified via the top of bank of the on-site streambed or to the outer drip line of riparian vegetation (if present) pursuant to the 1994 *CDFG Field Guide to Lake and Streambed Alteration Agreements*; and,
- in cases where isolated and/or Rapanos conditions are present, the delineation will identify areas under the jurisdiction of the Regional Board pursuant to the California Porter-Cologne Water Quality Act.

Prior to visiting the project site, RBF Regulatory staff will conduct a thorough literature review of relevant information that supports the site reconnaissance and report

preparation. Sources reviewed are anticipated to include topographic maps, soil surveys, historic and current aerial photography, flood maps, hydrology/climate information and watershed data.

Once RBF conducts a site visit and the project site baseline information is obtained, RBF will prepare a comprehensive written report discussing on-site jurisdictional areas. The delineation will consist of the following Sections: 1) Introduction and Purpose; 2) Summary of Regulations; 3) Methodology; 4) Literature Review; 5) Site Conditions; 6) Findings 7) Regulatory Approval Process; 8) References; and 9) Appendices.

Pursuant to agency requirements, the delineation report will include a maximum of five (5) exhibits to enhance the written text and clarify the Project, jurisdictional areas, and project impacts. Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Site Plans (or aerial); 4) On-Site Photographs; and, 5) a Jurisdictional Map. This task includes time for Geographic Information Systems (GIS) analysis associated with the delineation map. The delineation map will be a scale of 1"= 300' or greater and will consist of an aerial photograph. Drainages will be overlaid on the aerial photograph and each agency's jurisdiction will be identified by width and length.

Schedule: Days 16-60 (May 1-June 15)
City Review Days 61-90 (June 16-July 15)

1.3 PRELIMINARY JURISDICTIONAL DETERMINATION FORMS

Due to recent federal court cases, each delineation and Corps application must be accompanied by a Preliminary Jurisdictional Form and analysis. The form will be signed by the City and will formally document the existing federal waters onsite. RBF shall prepare the standard form and document the jurisdictional authority (or lack of) for each on-site drainage facility.

Schedule: Days 55-60 (June 10-15)
City Review Days 61-90 (June 16-July 15)

1.4 HABITAT ASSESSMENT UPDATE

RBF will conduct a site visit to all proposed maintenance areas to assess and characterize the existing plant communities/biological habitats present within each maintenance area and to determine the potential for these areas to support sensitive plant and wildlife species. RBF will use this assessment to prepare a consistency evaluation for all maintenance activities against the requirements of the Western Riverside County MSHCP. Based on the results of the habitat assessment and consistency evaluation for the MSHCP, RBF will development guidelines for maintenance workers to follow that will avoid and/or minimize impacts to any sensitive biological resources that may occur within a maintenance area. The final report and guidelines will be used to update the conditions outlined previously in the regulatory maintenance permit binder.

Schedule: Days 16-60 (May 1-June 15)
City Review Days 61-90 (June 16-July 15)

2.0 CORPS CWA SECTION 404 COMPLIANCE

RBF will prepare a submittal package for a Corps Permit to satisfy the requirements of Section 404 of the Clean Water Act (CWA). It is assumed under this task that authorization to proceed from the Corps can be achieved by using a standard Individual Permit (IP) format for the Regional General Permit. A formal 404 (b)(1) Alternatives Analysis is not required for the proposed project since all impacts shall be minor in nature. This task does not include Section 7 consultation. This task includes one (1) draft, internal submittal, minor revisions, and the preparation of a final notification package. The submittal package will include the following items in a 3-ring binder:

- Application cover letter;
- 404 Standard Application 4345 Form;
- Project Exhibits (Regional Vicinity Map, Site Vicinity Map/USGS Topographic Map, Project Photographs, Project Site Plans);
- Overall project description/detailed project description for work within jurisdictional areas; and,
- Facility Spreadsheets/GIS Exhibits and Data

This task includes processing of the IP application. Due to significant Corps staffing limitations, and based on our experience in IP processing, RBF will also prepare the following documents during the IP process. We have found that the processing time is greatly reduced when the following items are provided to the Corps:

- **Public Notice:** RBF will assist Corps staff in preparing the draft Public Notice for the project pursuant to Section 404(b)(1) of the Clean Water Act. Prior to preparing the Public Notice, RBF will coordinate with the Corps to determine an appropriate notification radius. Once a notification radius has been identified, RBF will prepare mailing labels for public notice distribution. The Public Notice is typically under 10-15 pages and within the 3 MB size requirement for Corps posting and use. Following circulation of the Public Notice, RBF will assist the Corps in responding to up to five (5) comments, as each comment letter may contain multiple comments. Additional responses can be provided under an approved task/budget augmentation.
- **Draft National Policy Act Compliance/NEPA Environmental Assessment (EA):** It is assumed at this point that the Corps would support preparing an environmental assessment (EA) for the project rather than Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (NEPA). Utilizing the past documentation provided by the City, RBF will prepare the EA that summarizes information about the proposed activities and addresses comments received by the community during the required Public Notice. This proposal assumes one round of comments from the City and one set from the Corps. This task excludes the preparation of new studies.
- **Schedule:** Day 75-135 (July 1-August 31). Processing with Corps will be on-going once submitted.
- **City Review** Day 136-165 (September 1-October 1)

2.1 REGIONAL BOARD CWA SECTION 401 COMPLIANCE

Since a 404 permit will be required for maintenance activities, a CWA Section 401 Water Quality Certification must be obtained from the San Diego Regional Water Quality Control Board. This Certification is necessary prior to issuance of the Corps permit in order to verify that State water quality standards have been met. This task includes one (1) draft, internal submittal, minor revisions, and the preparation of a final notification package. The submittal package will include:

- Application cover letter;
 - 401 Certification Application Form;
 - Copies of the Corps/CDFG/CCC application packages;
 - Project Exhibits (Regional Vicinity Map, Site Vicinity Map/USGS Topographic Map, Project Photographs, Project Site Plans);
 - Facility Spreadsheets/GIS Exhibits and Data;
 - CEQA Notice of Determination; and
 - Certification filing fee (provided by client)¹
-
- Schedule: Day 75-135 (July 1-August 31)
 - City Review Day 136-165 (September 1-October 1)

2.2 CDFW SECTION 1602 COMPLIANCE

RBF will prepare a notification submittal package for a CDFW Section 1602 Long-Term Streambed Alteration Agreement (SAA) for Routine Maintenance. This will be utilized once the current 1602 expires. The current 1602 will not be extended since the baseline conditions have significantly changed. This task includes one (1) draft, internal submittal, minor revisions, and the preparation of a final notification package. The submittal package will include:

- Notification cover letter;
 - CDFW Notification Form FG2023;
 - Attachment D;
 - Copies of the Corps/Regional Board application packages;
 - Project Exhibits (Regional Vicinity Map, Site Vicinity Map [USGS Topographic Map], Project Photographs, Project Site Plan);
 - Facility Spreadsheets/GIS Exhibits and Data;
 - CEQA Notice of Determination;
 - CEQA CDFG filing fee;
 - CD of electronic notification files; and,
 - Notification filing fee (provided by client)²
-
- Schedule: Day 75-135 (July 1-August 31)
 - City Review Day 136-165 (September 1-October 1)

¹ This task does not include the Certification-filing fee pursuant to the Regional Board's October 2011 Fee Schedule (fees based on total project impacts). The anticipated filing fee is \$59,000.

² This task does not include the notification-filing fee, which is anticipated to be less than \$4,000.

2.3 REGULATORY APPROVAL PROCESSING

RBF shall provide regulatory services for the processing of the permit applications through the Corps, Regional Board and CDFW. This task assumes approximately two hours of processing per week and also includes time for three (3) rounds of response to comments for each application package (12 rounds total). The processing shall include required correspondence or telephone calls between the reviewing staff related to the permit. Meetings associated with this task are contained under Task 4.2, Meetings. This task includes the preparation of permit tracking logs for the Client.

- Schedule: Day 165-345 (October 1-March 31, 2015)

2.4 LONG-TERM MAINTENANCE SUMMARY BINDER

Once regulatory approvals are obtained, RBF shall organize the conditions, expiration dates, notification requirements, and fee requirements in regulatory maintenance permit binder. The binder will highlight key points that emerged from the permitting process and will become a “go-to” reference for future maintenance activities covered by the long-term permits approvals.

- Schedule: Day 346-360 (April 1-April 15)

3.0 COORDINATION, MANAGEMENT AND MEETINGS

Mr. Tom McGill will be responsible for management and supervision of the Project Team as well as consultation with City staff to incorporate policies into the environmental and regulatory documentation. Mr. McGill and Richard Beck will coordinate with all regulatory agency technical staff, support staff and word processing staff toward the timely completion of the technical documentation and regulatory processing. It is the goal of RBF to serve as an extension of City staff throughout the duration of the Project. Additionally, RBF will prepare monthly progress reports for the Project which would be submitted with the monthly invoicing. Each progress report will include a summary of tasks performed and the percentage of work completed to date according to individual task. Mr. McGill and/or Mr. Beck will attend scheduled meetings and will represent the Project Team at meetings with the public and/or regulatory agencies as necessary.

- Schedule: Ongoing (April 15, 2014-April 15, 2016)

**EXHIBIT B
BUDGET OF SERVICES**

Task	Description	Budget
1.0	Project Kick-Off	\$1,500.00
1.1	Research and Investigation	\$2,000.00
1.2	Delineation Update	\$18,000.00
1.3	Preliminary Jurisdictional Determination Form	\$2,500.00
1.4	Habitat Assessment Update	\$5,000.00
2.0	Corps CWA Section 404 Compliance	\$4,500.00
2.1	Regional Board CWA Section 401 Compliance	\$3,800.00
2.2	CDFW Section 1602 Compliance	\$4,000.00
2.3	Regulatory Approval Processing	\$15,000.00
2.4	Long-Term Permitting Summary Binder	\$3,000.00
3.0	Coordination, Management and Meetings	\$5,000.00
	Reimbursables	\$2,000.00
	Total	\$66,300.00



AGENDA # 10

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Wally Hill, City Manager *Wally Hill*
Sarah McComas, City Clerk

DATE: March 11, 2014

RE: Adopting and Promulgating the City's Conflict of Interest Code

RECOMMENDATION:

Adopt Resolution Bill No. 14-008 adopting and promulgating the Conflict of Interest Code and Designated Officials and Employees of the City of Hemet required to file a Statement of Economic Interest. This resolution will rescind Resolution No. 4341

BACKGROUND:

The Political Reform Act requires every local government agency to adopt and promulgate a conflict of interest code, and to renew it biennially to determine if it is accurate or needs amending. Section 18730 of Title 2 of the California Code of Regulations allows local government agencies to incorporate by reference the terms of Section 18730 along with the designation of employees and the formulation of disclosure categories in the Appendix referred to in Section 18730 to constitute adoption and promulgation of the conflict of interest code. Previously the City adopted a conflict of interest code in 1976 by referring to then Section 18730 of the California Administrative Code. Thus now needs to be based on changes in the law. A review of Exhibit A of Resolution No. 4341 indicates the need to amend certain positions for filing of Statement of Economic Interest.

FISCAL IMPACT:

There is no fiscal impact for this amendment.

Respectfully submitted,

Sarah McComas
City Clerk

Eric S. Vail
City Attorney



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-008**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, ADOPTING AND PROMULGATING THE
CONFLICT OF INTEREST CODE AND DESIGNATED OFFICIALS
AND EMPLOYEES OF THE CITY REQUIRED TO FILE A
STATEMENT OF ECONOMIC INTEREST AND RESCINDING
RESOLUTION NO. 4341**

WHEREAS, Government Code § 87300 requires every local government agency to adopt and promulgate a conflict of interest code, and to review its conflict of interest code biennially to determine if it is accurate or needs amending; and

WHEREAS, Section 18730 of Title 2 of the California Code of Regulations allows local government agencies to incorporate by reference the terms of Section 18370 along with the designation of employees and the formulation of disclosure categories in the Appendix referred to in Section 18730 to constitute adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300; and

WHEREAS, The City previously adopted such a Conflict of Interest Code in 1976 by referring to then Section 18730 of the former California Administrative Code, which code has since been amended and incorporated as part of the California Code of Regulations; and

WHEREAS, as part of its biennial review, the City Clerk has indicated the need to amend certain positions for filing of Statements of Economic Interest.

NOW, THEREFORE, BE IT RESOLVED:

1. Resolution No. 4341 and each prior resolution of the City Council regarding the subject matter herein, is hereby superceded by this resolution.
2. The City hereby incorporates by reference the terms of Section 18730 of Title 2 of the California Code of Regulations, as that section may from time to time be amended, along with the description of employees and the formulation of disclosure categories in the Appendix referred to in Section 18730, as that Appendix may from time to time be amended, as the City's Conflict of Interest Code required under Government Code Section 87300.

1 3. The City hereby adopts the List of Designated Employees attached here to as
2 "Exhibit A" required to file Statements of Economic Interest, Assuming Office
3 Statements, Annual Statements and Leaving Office Statements. The list of
4 Designated Employees shall govern where there is a conflict with the Appendix
5 referred in Section 18730 of Title 2 of the California Code of Regulations
6

7 **PASSED, APPROVED, AND ADOPTED** by the City Council this 11th day of March,
8 2014
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12 _____
13 Larry Smith, Mayor
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16 ATTEST:

17 APPROVED AS TO FORM:
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21 Sarah McComas, City Clerk
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25 Eric S. Vail, City Attorney
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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 11th day of
8 | March, 2014 by the following vote:
9 |

10 | **AYES:**
11 | **NOES:**
12 | **ABSTAIN:**
13 | **ABSENT:**
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Sarah McComas, City Clerk

**List of Designated Employees
Resolution No.
Exhibit A**

The following positions are required to file a FPPC Form 700, Statement of Economic Interests, with the City Clerk's Office each position is required to report all Interests in Real Property, Investments, Income, and Business Positions in business entities that provide services, supplies, materials, machinery or equipments of the type utilized by the designated employee's department or division

DEPARTMENT	TITLE
Elected Official	Mayor
Elected Official	Mayor Pro Tem
Elected Official	Council Member
Elected Official	Treasurer
Appointed Official	Planning Commissioner
Appointed Official	Library Board Trustee
Appointed Official	Park Commissioner
Appointed Official	Traffic & Parking Commissioner
Appointed Official	Oversight Board Member
Appointed Official	Mobile Home Rent Review Commissioner
Appointed Official	Disaster Planning Commissioner
Administration	City Manager
Administration	Assistant City Manager
Administration	Deputy City Manager
City Attorney	City Attorney
City Attorney	Assistant City Attorney
City Clerk	City Clerk
City Clerk	Deputy City Clerk
Administrative Services/Finance	Deputy City Manager/Administrative Services Director
Administrative Services/Finance	Finance Director
Administrative Services/Finance	Accounting Manager
Administrative Services/Finance	Principal Accountant
Administrative Services/Finance	Accounting Supervisor
Administrative Services/Finance	Customer Services/Billing Supervisor
Administrative Services/Finance	Procurement Administrator
Administrative Services/Finance	Purchasing Manager
Administrative Services/Finance	Purchasing Assistant
Administrative Services/Human Resources	Human Resources Director
Administrative Services/Human Resources	Human Resources Manager
Administrative Services/Information Tech.	IT Operations & Network System Supervisor
Administrative Services/Information Tech.	Information Systems Manager
Administrative Services/Information Tech.	Information Technology Specialist II

Administrative Services/Information Tech.	Information Technology Specialist I
Administrative Services/Information Tech.	Multi Media & Website Administrator
Community Development/Planning	Community Development Director
Community Development/Planning	Principal Planner
Community Development/Planning	Planner – Contract
Community Development/Code Compliance	Code Compliance Manager
Community Development/Code Compliance	Senior Code Enforcement Officer
Community Development/Building	Building Official
Community Development/Building	Building Inspector II
Community Investment	Community Investment Director
Community Investment	Housing Manager
Engineering	Engineering Director/City Engineer
Fire	Fire Chief
Fire	Fire Division Chief
Fire	Fire Battalion Chief
Fire	Emergency Services Coordinator
Library	Library Director
Library	Senior Librarian
Library	Literacy Coordinator
Police	Police Chief
Police	Police Captain
Police	Management Assistant
Public Works	Public Works Director
Public Works	Water/Waste Water Superintendent
Public Works	Streets Superintendent
Public Works	Refuse Superintendent
Public Works	Water/Waste Water Supervisor
Public Works	Streets Supervisor
Public Works	Equipment Maintenance Supervisor
Public Works	Facilities Maintenance Supervisor
Public Works	Senior Public Works Inspector



11

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

February 25, 2014

6:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

Call to Order

Mayor Smith called the meeting to order at 6:00 p.m.

Roll Call

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

ABSENT: Council Member Youssef

Council Member Krupa moved and Mayor Pro Tem Milne seconded a motion to excuse Council Member 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 Session at 6:01 p.m.

Council Member Youssef arrived at 6:41 p.m.

1. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Hemet Non-Sworn Police Employees Association
Hemet Fire Fighters Association
Confidential Personnel
-

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

Mayor Smith called the meeting to order at 7:02 p.m.

Roll Call

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

ABSENT: None

OTHERS PRESENT: City Manager Hill, City Attorney Vail and City Clerk McComas

Invocation

Invocation was given by Jan DeSpain, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Pledge of Allegiance was led by Mayor Smith

City Attorney Closed Session Report

2. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Hemet Non-Sworn Police Employees Association
Hemet Fire Fighters Association
Confidential Personnel

The City Attorney reported that the City Council received a briefing on the status of the negotiations for the listed bargaining units.

Presentation

3. Certificates of Appreciation to the City's IT Department
Wally Hill, City Manager, presented Certificates of Appreciation to the members of the City's IT Department: Scott Underwood, IT Manager, Syd Woods, IT Specialist II, Matt Billinger, IT Specialist I and Tim Darden, GIS Specialist. The IT Department has been reduced by 25%. The City's system was in need of upgrades and outdated. The Department had to complete three major projects, first install a state of the art storage system for data, then upgrade the City's file retrieval and back-up system and lastly the conversion from Novell to Microsoft. This was on top of their regular daily and assigned tasks. During this project period the Police Department had additional upgrades to their system as well as a major phone system upgrade. The planning and execution of these projects was flawless.
Mayor Smith, complimented the department on the successful conversion, you make our life so much easier.

Mayor Smith, presented a plaque to Rita Conrad, Deputy City Manager/Administrative Services Director in appreciation for her 4 years of service to the City of Hemet. I have worked with Ms. Conrad during my tenure on the City Council, you made the best of getting us through this financial situation. Unfortunately Ms. Conrad came at the worst possible time.
Council Member Youssef, when Ms. Conrad was first hired, the term bankruptcy was being used. Your hard work and late night emails were appreciated. Council Member Youssef thanked Ms. Conrad for her time here.

Rita Conrad, thanked the Administrative Services Department for their support. It's been a

challenge and a pleasure working here.

City Council Business Consent Calendar

4. **Approval of Minutes** – February 11, 2014
5. **Receive and File** – Warrant Register
 - a. Warrant registers dated February 6, 2014. Payroll for the period of January 20, 2014 and February 2, 2014 was \$618,676.64
6. **Recommendation by Public Works** – Purchase of Two Ford F450 Flat Bed Trucks and Supplemental Appropriation
 - a. Award bid to Fairview Ford of San Bernardino in the amount of \$93,647.54 for the purchase of two (2) 2015 Ford F450 Flatbed Trucks to be funded from existing budgets in the Streets (Gas Tax) Equipment Replacement Fund 380-4200-5400; and
 - b. Authorize a supplemental appropriation in Equipment Replacement Fund 380-4200-5400 in the amount of \$13,647.54; and
 - c. Declare Unit Nos. 4205 (1994 Ford F350) and 4206 (1993 Ford F350) as surplus and authorize its sale at action.
7. **Recommendation by Engineering** – Sanderson Avenue Roadway Widening Project from BNSF RR Tracks to Acacia Avenue – CIP 5451-2
 - a. Award the contract to the lowest, responsive, responsible bidder Lee & Stires, Inc. for the Sanderson Avenue Roadway Widening Project – BNSF RR Tracks to Acacia Avenue, CIP 5451-2 in the amount of \$713,804, accepting and awarding Bid Item Nos. 1 to 8 and 12 to 31, in accordance with the "Schedule of Bid Prices", sub-section (g), and reject all other bids; and
 - b. Authorize the City Manager to enter into a Public Works Contract for Improvements; and
 - c. Establish budget in the amount of \$713,804 in Account No. 222-5451-5500 for the cost of construction, \$30,000 surveying and geotechnical engineering, \$44,000, staff civil engineering design, traffic engineering, administration costs, construction engineering and inspections costs, and \$43,570 in legal fees, appraisal fees and land surveyor mapping, in Account No. 222-5451-2710 (various accounts), for the project estimated total costs to be \$787,804.

Item No. 4 was removed from the Consent Calendar. **Council Member Youssef moved and Mayor Pro Tem Milne approved the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 4

Mayor Pro Tem Milne, requested that the minutes be corrected to reflect the cost to remove a Burrowing Owl from private property is \$8,300.

Mayor Pro Tem Milne moved and Council Member Wright seconded a motion to approve Item No. 4 as amended. Motion carried 5-0.

Communications from the Public

Melissa Diaz Hernandez, Hemet, spoke in support of Hemet Fire Department. Ms. Hernandez expressed concern with differing statements from Eric Vail and Wally Hill regarding negotiations with CalFire and Hemet Fire. Ms. Hernandez expressed opposition to contracting with CalFire. If you want to recognize departments, both Police and Fire have been cut 25% and they are doing a great job.

Eric Vail, City Attorney, the City Council has not made a determination and continues to meet with both Hemet Fire and CalFire. Mr. Vail would be willing to discuss his comments with the City Council and the court transcript will be made available.

Anthony Gonzalez, Hemet, I have lived in Valle Vista for 15 years. Mr. Gonzalez expressed concern with the prostitutes on Florida Avenue. Mr. Gonzalez suggested that an area (Kirby to Palm) be posted so no illegal activity can occur in that zone. Mr. Gonzalez also suggested that awards be given for positive behavior, a program like this was successful in a previous city he lived in. Mr. Gonzalez suggested that a park usage fee be required after a period of time in the parks such as 4 hours. Keep the fee low fee but registration. Billboards should be used for public awareness and police decoy vehicles should be considered to deter illegal activities.

Lakshman Koka, Habitat for Humanity, invited the City Council to attend the 12th Annual Diamond Valley Marathon, March 1st. This event draws 500 to 600 runners to the Valley. Mr. Koka also announced that the Hemet-San Jacinto Exchange Club will be honoring one police officer each month and asked for recommendations.

City Council Reports

8. 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)
6. Watermaster Board

Council Member Krupa, the Board received an update on the drought. Northern California snow pack surveys are showing 12 to 20% of the average with reservoirs at 36% capacity, they are running out of water quickly. Southern California has an adequate water supply. However, we will not receive our annual 4,000,000 af allocation of water this year. The snow pack that feeds to the Colorado Basin is normal but has a high salinity rate as well as Quagga Mussels. There is a temporary curtailment of the Soboba Settlement.

B. Council Member Wright

1. Park Commission

Council Member Wright, the Commission received an update from staff regarding the weekly park closures. The first week went well staff was able to do necessary maintenance. The Commission discussed activities that the Community might like to have in the parks including a splash park.

2. Planning Commission

Council Member Wright, the Commission is still working on the Sign Ordinance. There are some many details to consider including the size and quantity of signs. The Commission is trying to be cognoscente of the businesses and mindful of keeping the City uncluttered.

3. Indian Gaming Distribution Fund
4. Riverside County Habitat Conservation Agency (RCHCA)
5. Ramona Bowl Association

Council Member Wright, as soon as the State declared a drought funding is suddenly available for infrastructure. Feinstein and Boxer added \$300,000,000 to the existing funding for water infrastructure. The Steinburg Bill added another 150,000,000. There is funding available to the City for water infrastructure that will be available quickly because of the drought component.

- C. Council Member Youssef
 1. Western Riverside County of Governments (WRCOG)
 2. Riverside County Transportation Commission (RCTC)

- D. Mayor Pro Tem Milne
 1. Library Board

Mayor Pro Tem Milne, the Board met and discussed electronic library cards, funding issues and fencing.

2. League of California Cities
3. Riverside County Habitat Conservation Agency (RCHCA)
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)
6. Disaster Planning Commission

- E. Mayor Smith
 1. League of California Cities
 2. Riverside County Transportation Commission (RCTC)
 3. Western Riverside County of Governments (WRCOG)
 4. Public Safety Update
 5. National League of Cities

Mayor Smith, appreciated the positive press about the weekly closure of two City parks on both CBS and NBC.

Rob Webb, Police Captain, the first day went very smooth. The retired 960 investigators are assigned to help assist the homeless. Prior to the park closures, officers contacted each person hoping to help them obtain assistance through the Veterans Administration or substance abuse programs. This will allow staff time to clean up and maintain the parks allowing them to be used by the entire community.

Mayor Smith, complimented the team and appreciated the pro-active effort.

Kris Jensen, Public Works Director, the Police Department's assistance was greatly appreciated. The staff was very positive about the results and the maintenance that could be accomplished. Ms. Jensen thanked Wally Hill for making the decision.

- F. Ad-Hoc Committee Reports
 1. Crime Stoppers Plus Ad-Hoc Committee
 2. West Hemet MSHCP Ad-Hoc Committee
 3. Regent Development Agreement Ad-Hoc Committee

G. City Manager Hill

1. Manager's Reports

2. Administrative Directives: Customer Surveying and Strategic Management

Wally Hill, City Manager, on Monday two Administrative Directives were issued in a manner in which I will communicate with staff. A consensus on both Administrative Directives was achieved by the Executive Team. The first is a process in which we will obtain customer feedback on a regular basis whether internal or external. We will report back quarterly on the results. The second is Strategic Management, by which each Department will identify their Mission, Goals, Measurable Objectives and Performance Measurements. The results will be reported on a quarterly basis, first being included in the 2014/15 annual budget. A City Council level strategic session would be helpful for staff. Mr. Hill commended the Executive Team Members for their commitment on both of these efforts.

Mayor Smith, staff is looking for dates for a full day strategic planning session prior to the completion of the 2014/15 budget if possible.

Wally Hill, City Manager, confirmed that the City Council needs to appoint Delegate and an Alternate for SCAG's General Assembly to be held Indian Wells on May 1st and 2nd.

The City Council appointed Mayor Smith as the Delegate and Council Member Krupa as the Alternate. If either member is unable to attend Mayor Pro Tem Milne will be the Alternate.

Future Agenda Items

Mayor Smith, requested that Approval of the Minutes be a separate section on the agenda.

Adjournment

Adjourned at 7:45 p.m. to Tuesday, March 11, 2014 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Acting Fire Chief, Primo Reynoso
DATE: March 11, 2014
RE: Amendment to the Disaster Planning Commission

RECOMMENDATION: Introduce, read by title only, and waive further reading of the attached ordinance entitled: An Ordinance of the City Council of the City of Hemet, California amending Section 26.3 [Disaster Planning Commission – Established Membership] of the Hemet Municipal Code.

BACKGROUND: During a meeting between Councilmember Ms. Milne, City Manager, Mr. Hill, Acting Fire Chief Reynoso and the Emergency Services Coordinator, Mr. Riley; it was found that the composition of the Commission was inadequate for the mission served.

ANALYSIS: The attached amendment would allow the Commission to better recognize and assist with the community preparation and recovery before, during and after an incident. It would increase the membership from 12 to 20, and specify the types of expertise and representation needed. It would also waive the Hemet residency requirement.

FISCAL IMPACT: The approval of this amendment has no foreseeable fiscal impact.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "P. Reynoso".

Primo Reynoso
Acting Fire Chief



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, AMENDING SECTION 26-3 [DISASTER
PLANNING COMMISSION – ESTABLISHED; MEMBERSHIP] OF
THE HEMET MUNICIPAL CODE.**

WHEREAS, Section 26-3 of the Hemet Municipal Code establishes the City's Disaster Planning Commission and prescribes the membership of the Commission; and,

WHEREAS, Section 26-3 calls for twelve citizens to be appointed to the Commission representing various emergency service sectors; and,

WHEREAS, the City Council desires to expand the number of citizens on the Commission to twenty and to specify the emergency service sectors to be represented on the Commission.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1: AMENDMENT OF SECTION 26-3.

Section 26-3 of the Hemet Municipal Code is amended to read as follows:

"Sec. 26-3. Disaster planning commission—Established; membership.

The city disaster planning commission, referred to in this chapter as the commission, is hereby created, and shall consist of the following:

- (1) The mayor, who shall be chairman.
- (2) One additional member of the city council selected by the mayor.
- (3) The director of emergency services, who shall be vice-chairman.
- (4) The assistant director of emergency services.
- (5) The deputy director of emergency services.

(6) Twenty members of the public with experience in one of the following emergency planning elements. Each representative will be appointed by the city council, and shall serve at the city council's pleasure. Representatives are not required to be

1 residents of the City of Hemet. There shall be one representative appointed for each of
2 the below emergency planning elements unless otherwise noted.

- 3 a. Police
- 4 b. Fire
- 5 c. Military
- 6 d. Construction – earth moving and demolition
- 7 e. Construction – building construction
- 8 f. Public utilities – electricity/natural gas
- 9 g. Special needs community (2 representatives)
- 10 h. Farming/agriculture
- 11 i. Water
- 12 j. Transportation
- 13 k. Faith-based community (2 representatives)
- 14 l. Housing
- 15 m. Communications
- 16 n. Horse/livestock
- 17 o. Information technology
- 18 p. Medical
- 19 q. Homeowners' associations
- 20 r. Food storage

21 (7) The city clerk, who shall be secretary, but without vote.”

22 **SECTION 2: SEVERABILITY.**

23 If any section, subsection, subdivision, sentence, clause, phrase, or portion of
24 this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of
25 any court of competent jurisdiction, such decision shall not affect the validity of the
26 remaining portions of this Ordinance. The City Council hereby declares that it would
27 have adopted this Ordinance, and each section, subsection, subdivision, sentence,
28 clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,
subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared
invalid or unconstitutional.

SECTION 3: EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from its passage by the City
Council of the City of Hemet.

SECTION 4: PUBLICATION.

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The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of Hemet City Council on March 11, 2014.

APPROVED AND ADOPTED this ____ day of _____ 2014.

Larry Smith, 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 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the 11th day of March 2014, and
6 had its second reading at the regular meeting of the Hemet City Council on the ___ day
7 of _____, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 _____
14 Sarah McComas, City Clerk

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*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: David Brown, Chief of Police; Wally Hill, City Manager *Wally Hill*

DATE: March 11, 2014

RE: **CHP Cooperative Agreement – Project H.O.P.E.**

RECOMMENDATIONS:

1. Authorize the city manager to enter into a Reimbursable Services Agreement with the California Highway Patrol (CHP) to provide supplemental traffic enforcement on State Route 74 (Florida Ave) within the city limits from March 1, 2014 through August 31, 2014, and
2. Authorize the Finance Director to approve a supplemental appropriation in the amount of \$149,840 from unreserved fund balance to fund the temporary program.

BACKGROUND:

On April 9, 2013, the police chief presented a comprehensive plan called “Project H.O.P.E.” aimed at reducing crime and improving quality of life in Hemet. A key component of the plan was a cooperative agreement with the California Highway Patrol (CHP) to increase traffic enforcement and law enforcement visibility on State Route 74-Florida Ave. in support of the on-going Florida First Initiative. The City Council authorized a 6-month “pilot” program which was implemented on July 1, 2013 through December 31, 2013.

On January 28, 2014 the police chief presented an overview of the results and impact of the 6-month pilot program and received direction to negotiate an additional 6-month agreement.

ANALYSIS:

The 6-month pilot program resulted in the CHP conducting 2,840 “public contacts” on or around State Route 74-Florida Avenue. Of those, 2,609 were citations, arrests or vehicle impounds. The remaining 231 resulted in warnings issued to drivers. The police department received several positive communications regarding the CHP presence on Florida Avenue, including many from citizens who received citations. The CHP personnel assigned to this program presented a highly professional, positive impression on the community.

Incidental to the increased enforcement on Florida Avenue, the Hemet Police Department's enforcement activity in other areas of the city has increased significantly during the 6-month CHP program. Arrest activity increased 14.1% and other enforcement activity increased by 3.1%.

The attached proposal for this 6-month program includes 10 hours of traffic enforcement coverage per day, 4 days a week for the six month period beginning March 1, 2014 and ending August 31, 2014.

FISCAL IMPACT:

The total cost of the temporary program is estimated at \$149,840. The estimated revenue, based on an analysis of the first 6 months of the program, is approximately \$54,000. The net one-time cost to the general fund is \$95,840. It is recommended that this short-term, temporary program be funded using the general fund unreserved fund balance.

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal review,



Rita Conrad
Deputy City Manager

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)**



March 6, 2014

Hemet Police Department/City of Hemet
450 East Latham Ave.
Hemet, CA 92543

Subject: Agreement Number 13R655001-0

Complete the following marked item(s) and return to the above address within ten (10) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- Letter of Agreement. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- Other:

Contract status.

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

CASSANDRA STANTON
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

AGREEMENT NUMBER 13R655001
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractee named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTEE'S NAME

City of Hemet - Hemet Police Department

2. The term of this Agreement is: **March 01, 2013** through **August 31, 2014**

3. The maximum amount of this Agreement is: **\$ 149,839.60**
 One Hundred Forty Nine Thousand Eight Hundred Thirty Nine Dollars and Sixty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit - D Special Terms and Conditions	2 page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTEE		California Department of General Services Use Only
CONTRACTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Hemet - Hemet Police Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 445 E. Florida Avenue Hemet, CA 92543		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING T. L. ANDERSON, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

C.S.

AGREEMENT NUMBER 13R655001
REGISTRATION NUMBER

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STATE AGENCY'S NAME Department of California Highway Patrol
CONTRACTEE'S NAME City of Hemet - Hemet Police Department

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CONTRACTEE		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Hemet - Hemet Police Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 445 E. Florida Avenue Hemet, CA 92543		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING T. L. ANDERSON, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

- Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for the Contractee provided by the CHP San Gorgonio Pass Area office.

CHP shall provide traffic control/enforcement/investigation services within the city limits of Hemet on State Route 74, otherwise known as Florida Avenue, between the hours of 10:00 a.m. to 8:00 p.m., Monday through Friday, deploying two (2) CHP units during these hours of operation. These units will be responsible for handling all traffic related incidents, including Traffic Collisions, DUI's, and Vehicle Code Enforcement. CHP will provide copies of enforcement documents generated, Arrest Reports, and Field Identification (FI) cards to the Contractee. CHP will provide copies of all traffic collisions investigated to the Contractee. The traffic collisions will be documented as courtesy reports.

When a CHP arrest or preliminary investigation indicates one or more of the following, CHP will notify and request the Contractee respond, arrive within 30 minutes and assume full responsibility of the scene, detained/arrested suspects and the criminal investigation:

- Detention/Arrest of suspects related to crimes requiring extensive follow-up investigation by Contractee;
- Detention/Arrest of any suspects wanted by the Contractee (other than NCIC or county warrant banks).

- The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and Contractee.

- The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Hemet - Hemet Police Department	
NAME		NAME	
Sgt. Reggie Williams, San Gorgonio Pass Area office		David M. Brown, Chief, Hemet Police Department	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(951) 769-2000	(951) 769-2002	(951) 765-2402	(951) 765-2469
Direct all inquiries to :			
STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Hemet - Hemet Police Department	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit		Hemet Police Department	
ATTENTION		ATTENTION	
Steve Doran		David M. Brown, Chief, Hemet Police Department	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		450 E. Latham Avenue, Hemet, CA 92543	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3607/3610	(916) 322-3166	(951) 765-2402	(951) 765-2469

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

- A. The CHP San Gorgonio Pass Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP San Gorgonio Pass Area office be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by Contractee that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, Contractee agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime.
Exception: This does not apply to those cases when the hours worked is part of an extended shift.
- E. If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, Contractee will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

5. Cancellation of Services

- A. Contractee shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.
- B. Contractee agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- C. Contractee agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, Contractee shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- E. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide Contractee with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Hemet - Hemet Police Department
ATTN: Chief David Brown
450 E. Latham Avenue
Hemet, CA 92543

Contractee agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, Contractee agrees to reimburse the CHP upon receipt of an itemized invoice. Contractee agrees to reimburse the CHP for **the actual costs incurred** at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, Contractee agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 2013/2014, until superseded:

<u>CLASSIFICATION</u>	<u>REGULAR RATE</u>	<u>OVERTIME RATE</u>
CHP Officer	\$115.43 per hour	\$79.25 per hour
CHP Sergeant	\$140.39 per hour	\$96.39 per hour
M/C Officer	\$119.43 per hour	\$82.00 per hour
M/C Sergeant	\$145.26 per hour	\$99.73 per hour
CHP Automobile	\$ 0.96 per mile	
CHP Motorcycle	\$ 1.53 per mile	

NOTE: Regular Rates above include Benefits & Overhead

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and Contractee agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and Contractee agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by Contractee or such need for repair or replacement of property arises directly from Contractee's gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
8. Contractee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
9. Pursuant to Government Code (GC) Section 895.4, Contractee shall fully defend, indemnify, and hold harmless the CHP, as well as the CHP's appointees, officers, and employees, from all claims, actions, losses, liability, and expense (including reasonable attorney's fees) arising from any injury (as defined in GC Section 810.8), but only in proportion to and to the extent such claim, action, loss, liability, and expense are caused by or result from the negligent or intentional acts or omissions of Contractee, or its appointees, officers, or employees, during the performance of this Agreement.

Pursuant to Government Code (GC) Section 895.4, CHP shall fully defend, indemnify, and hold harmless the Contractee, as well as the Contractee's appointees, officers, and employees, from all claims, actions, losses, liability, and expense (including reasonable attorney's fees) arising from any injury (as defined in GC Section 810.8), but only in proportion to and to the extent such claim, action, loss, liability, and expense are caused by or result from the negligent or intentional acts or omissions of CHP, or its appointees, officers, or employees, during the performance of this Agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

Neither termination nor completion of this Agreement shall release either Contractee or the CHP from the obligations of this paragraph, so long as the claim, action, loss, expense, or liability is predicated upon an event that occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

10. The Contractee agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of Contractee.