



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

September 9, 2014

6:30 p.m.

Hemet Public Library Upstairs
300 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 Fire Fighters Association
Service Employees International Union General Employees
 2. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of case: Hemet Firefighters Association, et al. v. City of Hemet, et al.
RSC Case No. RIC 1400175
-

REGULAR SESSION

7:00 p.m.
Hemet Public Library Upstairs
300 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

3. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
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Service Employees International Union General Employees
 4. Conference with Legal Counsel - Existing Litigation
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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 August 21, 2014 in the amount of \$1,497,068.13. Payroll for the period of August 4, 2014 to August 17, 2014 was \$629,128.44.

6. **Recommendation by Police** – 2014 Federal Justice Assistance Grant (JAG) Critical Incident and Crime Management Center (CICMC) Project
 - a. Accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation in the amount of \$31,039; and
 - b. Authorize the finance department to establish an expenditure account in the amount of the grant award; and
 - c. Authorize the police department to move forward with the CICMC project.

7. **Recommendation by Police** – Field Command Units Up-fit and Equipment
 - a. Authorize the city manager to approve purchase requisitions in excess of \$50,000 for the upfit and equipping of 8 Field Command Units.

8. **Recommendation by Public Works** – Award of Services Contract to Marina Landscape Inc., of Orange County for Landscape Maintenance Services
 - a. Approve award of a services contract to Marina Landscape Inc. to provide Landscape Maintenance Services throughout the City of Hemet Landscape Maintenance Districts; and
 - b. Authorize the City Manager to execute a three-year contract effective October 1, 2014, through September 30, 2017, for a total contract amount not to exceed \$1,179,684.00; and
 - c. Authorize the City Manager to execute purchase orders in support of the contract (\$294,921.00 for prorated FY 14/15 contract period).

9. **Recommendation by Fire** – Increase in Purchase Order – CSG Consultants
 - a. Authorize the City Manager to approve an increase for Purchase Order No. 2014-000393 to CSG Consultants for FY 2013/14 in the amount of \$1,700 for the purpose of fire inspection, plan review and code services.

10. **Recommendation by Fire** – Increase in Purchase Order – Ace Weed Abatement
 - a. Authorize the City Manager to approve an increase in Purchase Order No. 2015-000215 to Ace Weed Abatement, Inc. from \$42,300 in an amount not to exceed \$51,810 for weed abatement services thru August 2014.

11. **Recommendation by Fire** – Purchase of Paramedic Monitor/Defibrillators
 - a. Approve the purchase of five new "X Series" Monitor/Defibrillators from ZOLL Medical Corporation in the amount of \$153,884, and approve an annual maintenance/service agreement in the amount of \$1,150 per year for five units; and
 - b. Authorize the City Manager to approve Purchase Orders in support of purchase and annual maintenance/service agreement.

Approval of Minutes

12. August 26, 2014
-

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.

Discussion/Action Item

13. **Implementation of City's Last Best and Final Offer as to the Hemet Fire Fighters Association; Rejection of Final Factfinding Recommendations** – City Manager Hill
 - a. Conduct an informal hearing at which City Staff and HFFA may present their positions and other relevant information to Council regarding the impasse and the proposed imposition of the City's Last, Best and Final Offer; and
 - b. Acknowledge receipt of the Final Factfinding Report dated August 25, 2014, together with dissenting opinions, and reject the recommendations contained within the Report; and
 - c. Approve imposition of the terms of the City's April 23, 2014 Last, Best and Final Offer as to the Hemet Fire Fighters' Association.

14. **Evaluation of options for Fire and Emergency Medical Services** – City Manager Hill
 - a. Approve a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet, with a term of July 1, 2015 through June 30, 2020, and authorize the City Manager to execute it on behalf of the City; and
 - b. Authorize the City Manager to negotiate the terms and conditions under which Riverside County Fire would provide interim Fire Management services to the Hemet Fire Department during the transition to full assumption of responsibilities under the Cooperative Agreement; and
 - c. Authorize the City Manager to develop with Riverside County Fire/CAL FIRE a transition process to optimize the number of qualified Hemet Fire Department employees that are eligible to transfer to employment to Riverside County Fire/CAL FIRE; and

- d. Authorize the City Manager and City Attorney to evaluate employee eligibility for retiree medical benefits, assist employees who will retire during transition process to secure the retiree medical benefits for which they are eligible, and consider reasonable plan modification request as may be reasonably necessary under the circumstances.

City Council Reports

15. 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. Hemet Community Activities

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
-

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, September 23, 2014 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held October 14, 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.

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

AGENDA # 5



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jessica A. Hurst, Deputy City Manager/Administrative Services;
Wally Hill, City Manager

DATE: September 9, 2014

RE: Warrant Register

The City of Hemet's warrant register dated August 21, 2014 in the amount of \$1,497,068.13 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of August 4, 2014 to August 17, 2014 was \$629,128.44.

CLAIMS VOUCHER APPROVAL

"I, Jessica A. Hurst, 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,

Jessica A. Hurst
Deputy City Manager/Administrative Services

JAH: mh

CITY OF HEMET
VOUCHER/WARRANT REGISTER
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, JESSICA A. HURST, 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.

JESSICA A. HURST
DCM/ADMINISTRATIVE SERVICES



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 9, 2014

RE: **2014 Federal Justice Assistance Grant (JAG) Critical Incident and Crime Management Center (CICMC) Project**

RECOMMENDED ACTIONS:

1. Accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation in the amount of \$31,039.
2. Authorize the finance department to establish an expenditure account in the amount of the grant award.
3. Authorize the police department to move forward with the CICMC project.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The Federal Justice Assistance Grant allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.

PROJECT DESCRIPTION:

This grant will allow the Police Department to design and equip a critical incident and crime management center inside the police facility. The new CICMC will be situated adjacent to the City of Hemet's public safety communications center and will also serve as a command center during critical incidents requiring multi-agency response. The project will include the purchase and installation of required hardware and furniture to support the creation of the new CICMC. The grant will also allow for the partial funding and purchase of predictive policing software and licensing to interface with existing police department programs. The software will provide real-time analytics to front-line field personnel in order to better deploy resources and prevent crime. The CICMC will serve as a hub for key public safety officials to oversee and analyze critical incidents as they unfold. The CICMC will also be used on a daily basis for crime and incident management.

2014 JAG Grant Staff Report , page 2

ANALYSIS:

The Edward Byrne Justice Assistance Grant (JAG) Program – Local Solicitation is a one time grant award that requires no local match funds. The Police Department has determined that the most appropriate use of this grant is to create the CICMC. A portion of the predictive policing software is currently funded through local (city) funding sources. No additional funding will be required at this time.

COORDINATION & REVIEW:

This will serve as public notice and allow the public to comment on the JAG Grant.

Coordination will be needed with the IT Department for set-up of the new CICMC as well as the Finance Department to establish an expenditure account.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

By continuing to more effectively manage critical public safety incidents, the Department is employing best practices and cutting-edge technologies as listed in its Vision Statement.

The benefit of this project is to enhance the Department’s ability to predict, prevent and manage crime and critical incidents and deploy public safety resources more efficiently.

FISCAL IMPACT:

No local match is required.

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal Review:



Jessica A. Hurst
Deputy City Manager
Administrative Services

Attachment(s): Bureau of Justice Assistance-JAG Grant Award

Bureau of Justice Assistance

Award Title: Critical Incident and Crime Management Center - CICMC	
Award Description: <p>The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).</p> <p>The city of Hemet will utilize the FY 2014 JAG award to design and equip a Critical Incident and Crime Management Center (CICMC) inside the police facility. In an effort to more effectively manage critical public safety incidents, the CICMC will serve as a hub for key public safety officials to oversee and analyze critical incidents as they unfold. The Center will also be used on a daily basis for crime and incident management, in an effort to predict and prevent crime, and deploy public safety resources more efficiently. NCA/NCF</p>	
Awardee Name: City of Hemet	Award Number: 2014-DJ-BX-1079
Solicitation Title: BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local	Fiscal Year: 2014
Supplement Number: 00	Amount: \$31,039.00
Earmark: No	Recovery Act: No
State/Territory: CA	County: Riverside
Congressional District: 36	Award Status: Open



Staff Report

TO: Honorable Mayor and Members of the City Council
 FROM: David M. Brown, Chief of Police; Wally Hill, City Manager *Wally Hill*
 DATE: September 9, 2014
 RE: **Field Command Units Up-fit and Equipment**

RECOMMENDED ACTION:

1. Authorize the city manager to approve purchase requisitions in excess of \$50,000 for the upfit and equipping of 8 Field Command Units

BACKGROUND:

On August 26, 2014, the city council approved the 2013 and 2014 Indian Gaming Mitigation Grants. The council also approved the grant expenditure plan that included authorizing \$107,484.00 to up-fit and equip 8 Field Command Units purchased with grant funding.

DISCUSSION / ANALYSIS:

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

The police department determined the specification and equipment required in each vehicle. The procurement administrator managed a formal Request for Proposal process for the up-fit of police vehicles in 2013. The process included preparation of document, advertising in the Press Enterprise and on City web site. The proposal was sent to three qualified service centers and one response was received. The police department reviewed the proposals submitted and in conjunction with the finance and fleet maintenance departments determined that West Coast Lights and Sirens meets all specifications and the cost is within the approved budget amount.

The Harris unit radio specifications were included in the state bid contract awarded to High Desert Communications, our proposed vendor for unit radios.

Field Command Units Up-fit, page 2

FISCAL IMPACT:

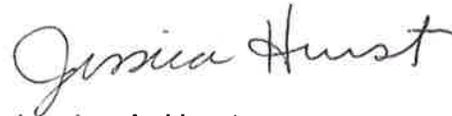
This project is entirely grant funded. No general fund impact.
The receipt and use of the Indian Gaming Mitigation Grant funds for this project will relieve considerable pressure from the general fund.

Respectfully Submitted,



David M. Brown
Chief of Police

Fiscal Review,



Jessica A. Hurst
Deputy City Manager
Administrative Services



TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 9, 2014

RE: Award of Services Contract to Marina Landscape Inc., of Orange County for Landscape Maintenance Services

RECOMMENDATION:

It is respectfully recommended that the City Council:

- Approve award of a services contract to Marina Landscape Inc. to provide Landscape Maintenance Services throughout the City of Hemet Landscape Maintenance Districts; and
- Authorize the City Manager to execute a three-year contract effective October 1, 2014, through September 30, 2017, for a total contract amount not to exceed \$1,179,684.00; and
- Authorize the City Manager to execute purchase orders in support of the contract (\$294,921.00 for prorated FY14/15 contract period).

BACKGROUND:

The City of Hemet is responsible for maintaining landscape in right of way areas for approximately 50 separate landscape maintenance districts. The districts consist of parkways, medians, pocket parks and scenic setbacks in designated areas. Maintenance functions are funded through special assessments specific to each district. Maintenance provided to the districts is performed via contract services by a professionally licensed and insured contractor, with the contractor furnishing all materials, equipment, tools, labor and incidentals to provide weekly landscape, irrigation and appurtenant maintenance services.

The current landscape services contract was awarded in August of 2009, and has been extended multiple times through its current expiration date of September 30, 2014. In an effort to continue to provide the best pricing and services for our citizens, staff initiated a competitive bid solicitation. The outcome of that solicitation has resulted in the current recommendation to approve a contract with the lowest responsive, responsible bidder, Marina Landscape of Orange County effective October 1, 2014.

PROJECT DESCRIPTION:

Approval of this recommendation will transition performance of landscape maintenance services throughout City districts to Marina Landscape effective October 1, 2014. Marina will furnish all materials, equipment, tools, labor and incidentals to provide weekly landscape, irrigation and appurtenant maintenance services within the boundaries of the various City Landscape Maintenance Districts. Marina will provide the City with the service schedule for each district and shall work closely with staff to facilitate a smooth transition for the community.

The proposed services contract addresses pricing for two elements of maintenance:

1. Monthly charges to each district for standard maintenance services including, but not limited to, mowing, edging, trimming, weed abatement, fertilizing, rodent control, litter pick up and debris removal. The annual maintenance services amount for this agreement \$393,228.00.
2. Unit pricing for additional work requested by the City that falls outside of the scope of maintenance services. A unit pricing detail is included in the attached agreement.

All additional work requested will be done so in writing and must be authorized by City staff prior to start of projects by the contractor. Monthly billing for the regular maintenance services will be separate from billing for any additional work requested.

COORDINATION & REVIEW:

Staff worked closely with the Procurement Administrator to develop the bid specifications and contract terms. The bid solicitation was advertised on July 3, 2014, with final bids due July 23, 2014. Fourteen vendors requested solicitation documents, however, only the following two bid submissions were received:

- Marina Landscape - total annual services cost of \$393,228.00
- Adame Landscape – total annual services cost of \$435,675.60

Staff met with Marina Landscape, reviewed pricing and staffing items, and extensively checked all references provided. Based on the evaluations performed, staff has identified Marina Landscape as the lowest responsive, responsible bidder. Staff recommends award of a three year contract to Marina Landscape, effective October 1, 2014.

CONSISTENCY WITH ADOPTED GOALS, PLANS AND PROGRAMS:

This recommendation is consistent with, and provides support for, the following City of Hemet 2030 General Plan elements:

Implementation Programs:

CD-P-6 Entries, Edges and Districts. The City shall implement design techniques to identify entries, edges, districts and neighborhoods. Improvements that call attention to

these areas may include landscaping, entry features, signage, street furniture, public art, and other design features.

CD-P-6 Landscape guidelines and Standards. The City shall create Landscape Design Guidelines and update the zoning code to provide landscaping requirements for new and existing development, public parkways, drainage basins, and other public use areas. Minimum required landscaping and property maintenance requirements shall also be included.

CSI-P-18 Infrastructure and Facilities Funding. Pursue a variety of funding approaches including impact fees, assessments, benefit districts, transportation funds, CDBG federal and state grants, Redevelopment, and other programs to revitalize and upgrade infrastructure within the City. Evaluate the total burden of property taxes and special assessments on new development to ensure a financially viable lien to value ratio.

FISCAL IMPACT:

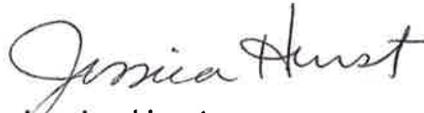
No additional General Fund impact. Funding in the amount of \$393,228.00 annually is available in existing FY14/15 Landscape Maintenance Assessment District operating budgets. In the event of an alternate recommendation, additional operating budgets may need to be established in many Landscape Maintenance Assessment Districts

Respectfully submitted,



Kris Jensen
Public Works Director

Fiscal Review:



Jessica Hurst
Deputy City Manager/Admin Services Director

Attachments: Agreement for Landscape Maintenance Services

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES

Between

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

and

MARINA LANDSCAPE, INC.,
a State of California Corporation

Dated: September 9, 2014

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance Services ("**Agreement**") is entered into as of the date referenced on the cover page ("**Effective Date**") between the City of Hemet, a municipal corporation ("**City**") and Marina Landscape, a State of California corporation ("**Contractor**") (collectively the "**Parties**"). 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. SCOPE OF SERVICES

1.1 **Term.** Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for three (3) years commencing on the Effective Date ("**Original Term**"), plus a City-held option for three (3) one-year extensions ("**Extended Term**"). Should the City exercise its option rights, City and Contractor agree to negotiate any proposed increase in rates and in no event shall the increase be more than five (5) percent. The City shall provide Contractor written notice of its intent to exercise its option rights at least thirty (30) days prior to the expiration of the Original Term or any Extended Term.

1.2 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those Landscape Maintenance services specified in the General Specifications and Landscape Maintenance Specifications attached hereto and incorporated herein by reference as Exhibit "A" [General Specifications and Landscape Maintenance Specifications] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments], Section 9.19 [Administration and Implementation], and Section 7 of Exhibit "A" [Extra Work]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto

and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 General Warranty. Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

1.6 Repair of Defects. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

1.7 Contractor's Representative. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

2.2 Payment of Compensation. Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

3.1 Control and Payment of Subordinates; Independent Contractor. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.2 Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 **Required Corrections.** Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.4 **Law and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 **Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.6 **Labor Code and Prevailing Wage Requirements.**

3.6.1 Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

3.6.2 Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

3.6.3 Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

3.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.8 Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

SECTION 4. INDEMNIFICATION

4.1 Indemnity. Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

4.2 Action. For purposes of this Agreement, "**Action**" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 Costs and Expenses. For purposes of this Agreement, "**Costs and Expenses**" shall mean all costs and expenses, to the extent reasonable in amount,

actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

4.4 Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

SECTION 5. RECORDS AND DOCUMENTS

5.1 Accounting Records.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under 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 Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records 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 Contractor's address indicated for receipt of notices in this Agreement.

5.2 **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 Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

SECTION 6. INSURANCE

6.1 **Maintenance of Insurance**. Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

6.2 **Subcontractors Insurance**. Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

6.3 **Modification of Insurance Provisions**. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written

concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the General Specifications and Landscape Maintenance Specifications, potential liabilities, and the required level of insurance to adequately protect the City.

SECTION 7. BONDS

7.1 Performance and Payment Bonds. If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

7.2 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

7.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 8. TERMINATION.

8.1 Termination by City. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination,

Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

8.2 Termination by Contractor. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

SECTION 9. GENERAL PROVISIONS

9.1 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9.2 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

9.3 Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

9.4 **Excusable Delays.** Contractor 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 Contractor. 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.

9.5 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

9.6 **Governing Law.** 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern Division of the Central District of California, located in Riverside, California.

9.7 **Integration.** This Agreement, including the attached Exhibits "A" through "G", 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 Contractor 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.

9.8 **Severability.** If a 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).

9.9 **Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9.10 **Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and 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 amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

9.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

9.12 Delivery Of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9.13 Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.14 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 or 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 Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

9.15 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 and Costs and Expenses, in addition to any other relief to which it may be entitled.

9.16 Subcontracting. Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

9.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

9.18 Authority To Execute. The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

9.19 Administration and Implementation. This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make

amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Hemet Municipal Code.

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

CITY OF HEMET

MARINA LANDSCAPE:

Wally Hill, City Manager

(Authorized Officer)

Title _____

ATTEST:

Print Name: _____

Sarah McComas, City Clerk

MARINA LANDSCAPE:

(Authorized Officer)

APPROVED AS TO FORM:

Title _____

Eric S. Vail, City Attorney

Print Name: _____

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.

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

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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.

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

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT “A”

General Specifications and Landscape Maintenance Specifications

**CITY OF HEMET
GENERAL SPECIFICATIONS**

1. SCOPE OF WORK

- A. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals to provide weekly landscape, irrigation and appurtenant maintenance services within the boundaries of the various City Landscape Maintenance Districts as shown on the maps attached as Exhibit G.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, (if applicable), groundcover, and shrub areas designated hereunder; regularly keeping trees lifted to a height of no less than ten feet (10') from ground level; remove litter and debris from all sites as required under this Agreement; provide pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practice to achieve, and maintain healthy, viable landscapes.

2. UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with close locations of their substructures in the construction area when the Contractor gives at least three (3) working days notice to the Underground Service Alert by calling 811.

3. WAGE RATES AND LABOR CODE REQUIREMENTS

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a contract with the City to supply goods, services, or materials, the Contractor's offer and agree to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the Agreement. This assignment shall become affective when the City tenders final payment to the Contractor without further acknowledgment by the parties.

4. EMERGENCY NUMBERS AND CALL-OUTS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

- A. In the event that emergency work is required, the Contractor shall notify the City representative or their representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.
- B. In situations involving emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the -site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.
- C. The Contractor shall supply the City with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change.

Emergency response defined:

- As per City representative(s)
- By prior agreement
- Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

5. LICENSE AND PERMITS

All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Food and Agriculture. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. The Contractor will also be required to secure and maintain a valid City of Hemet Business License.

6. DRESS CODE AND APPEARANCE

The Contractor shall be required, at his sole cost and expense, to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the gardening personnel at all times. Contractor personnel shall wear uniforms with the Company name at all times. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the City Representative. The company name shall be on all vehicles.

7. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

When required by the City Representative, an estimate of cost will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the City, itemizing all costs for labor, materials, and equipment. The following procedure will govern such extra work.

- A. Work will be executed under the direction of the City on an agreed lump sum price depending on the nature of the work.
- B. City will issue a work request for such extra work to be performed.
- C. Extra work will not be initiated without written authorization, except in emergency call-out situations.
- D. Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Soil or plant testing
 - 4. Remedial Landscaping
 - 5. Repairs or replacements due to vandalism or Acts of God (irrigation excluded).
- E. All extra work projects not exceeding \$600 per invoice may be approved by the City Representative. Extra work exceeding \$600 may be approved by the Director of Public Works provided that no expenditure in excess of the City's fiscal policy may be approved.

8. PROJECT INSPECTIONS

The Contractor or his representative will walk the project as needed with the City Representative, or the Landscape Inspector, for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

9. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards.

10. THE CITY'S RIGHT TO DO WORK

The city reserves the right to do work as required within the contract area. If such alterations affect the provision of this Agreement, the Contractor will be asked to submit a cost as a result of the alterations.

11. COOPERATION/COLLATERAL WORK

A. The Contractor shall recognize that during the course of the Agreement, other activities and operations will be conducted by the City and other contractors. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.

B. The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City to cooperate.

C. It is possible that the extent of these activities and operations may cause additional expense to the Contractor. Payment for any additional expense will be made in accordance with Extra Work.

12. REPORTS AND SCHEDULES

The Contractor, as part of this Agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed and thorough and may include but not be limited to the following:

A. Suggestions for improving problem areas.

B. Reports of work planned.

C. Cost information to perform extra work for upgrading specific areas.

D. Weekly Maintenance Schedule(s)

1. Contractor shall provide weekly maintenance schedule to the City.

2. Notification of change in scheduled work must be received by the City at least twelve (12) hours prior to the scheduled time for the work.

3. Contractor shall adjust his work schedule to compensate for all holidays and inclement weather.

E. Weekly Irrigation Schedule Form(s)

F. Chemical Use Reports

G. Incident Reports

H. Hazard Reports

I. Submit monthly report of irrigation tests for all sites. All forms and schedules shall be of a format supplied by or approved by the City.

13. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

A. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather. The Contractor shall submit a report identifying any storm damage to the City's representative attached to a district map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.

B. Contractor's responsibility for removing branches and leaves downed by high winds or other typical or nontypical environment condition is as follows:

1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other item.
2. Leaves or other landscape debris which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
3. Debris inhibiting proper flow of water shall be removed as needed to prevent flooding or damage to property.

C. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

14. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage

to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

15. CITY LIAISON

The City and the Contractor's representative will meet on a weekly basis. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City and the Contractor's representative separately from these meetings.

16. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above its normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

17. CONTRACTOR STAFF

- A. The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor or contractor's staff should have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in landscape Maintenance projects of the type found in the City of Hemet.
- B. The Contractor and his employees shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The City Representative may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.
- D. Contractor shall attest in writing that a background check to the extent allowed by law has been conducted on each employee that will or may provide service to the Public Safety Complex and shall provide the City with a copy of all such background checks one week before employees' arrival to The City premises. The Contractor shall provide certification that each employee has no record of criminal convictions other than minor traffic violations.

18. PESTICIDES

- A. General: All materials shall be in strict accordance and applied within the EPA regulations and the California Food and Agricultural Code. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- B. The application of pesticides and other chemicals shall be recorded on the Maintenance Schedule and coordinated with City Landscape Inspector.
- C. Application of Pesticides:
 - 1. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficacy, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.
 - 2. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Food and Agriculture Code or EPA regulations.
 - 3. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents
 - 4. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City.

19. WORK NOT INCLUDED

Water and electrical billings, except in instances where excessive costs are incurred by the City due to water waste or negligence by the contractor, are not included within this Agreement. If the City Representative, based upon all the facts that may be gathered determines that excessive utility costs have occurred, the City may withhold from the payment to Contractor those funds necessary to reimburse the City for these additional costs, as well as any non-compliance settlement charges.

20. SOIL AND PLANT TESTING

The City may perform soil or plant tests of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. Contractor may be required to pay costs of tests if negative results are related to incorrect maintenance practices. These tests may be used to determine whether additional treatments are required. If the City requests soil tests or corrective measures to be made by Contractor, payment shall be made in accordance with Extra Work requirements.

21. CONTRACTOR NEGLIGENCE

Any damage to the City's property which has been determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Loss of plant material due to improper care is also included.

22. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemical/fertilizers will be accomplished. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by the City.

23. CONTRACTOR'S WORK SCHEDULE

The Contractor shall submit to the City Representative a daily work schedule by District that includes daily work locations.

The Contractor's employees will only be authorized to perform non-emergency work Monday through Saturday, 7:00 a.m. to 5:00 p.m. Adjustments to this schedule must be approved in advance by the authorized representative. The Public Safety Complex, City Hall, Covell Building, James Simpson Memorial Center and Hemet Public Library landscape areas will require regular landscape service on Saturdays, 7:00 a.m. to 5:00 p.m.

24. SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Agreement.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

25. MAINTENANCE EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment. All vehicles and equipment must meet current EPA, CARB and SCAQMD standards. Any equipment falling under the "DOORS" program shall have identification placards prominently displayed in the appropriate location.

26. ANTI-KICKBACK AND WORK STANDARDS

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874) as supplemented in Department of Labor Regulations (29 CFE, Part 3). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFE, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than One and One Half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

27. TRAFFIC CONTROL

All work shall be accomplished in accordance with the requirements specified in Subsection 7-10 of the Standard Specifications for Public Works Construction's latest edition. In addition, traffic control shall be provided in accordance with the State of California's "Manual of Traffic Controls", latest edition. A traffic control plan shall be submitted to the City Traffic Engineer for review and approval 72 hours prior to the start of work for work in intersections, street closures, detours, and all work not specifically covered in the "Manual of Traffic Controls." The traffic control plan shall show the work area and any traffic control devices necessary to regulate and direct traffic.

28. ADDITIONS /DELETIONS TO CITY LANDSCAPE DISTRICTS

Changes in the areas to be maintained may be made as the City accepts new districts and/or relinquishes currently maintained districts. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance districts shall be limited to either original proposal items or extra work prices.

29. ADDITIONS/DELETIONS TO CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that cause the Contractor to suffer additional expenses shall be negotiated upon written justification.

CITY OF HEMET
GENERAL SPECIFICATIONS AND LANDSCAPE
MAINTENANCE SPECIFICATIONS
LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MAINTAINING SPECIFICATIONS

Contractor shall maintain a copy of these Landscape Maintenance Specifications, Annual Maintenance Schedule (Page A-28) and landscape district maps (EXHIBIT E) in each vehicle that supports these maintenance services to this Agreement. Failure to do so shall result in a performance deficiency notification.

2. COMPLAINTS AND CONCERNS

All complaints and concerns shall be directed to the Contractor by written or phone notification. The Contractor will resolve all complaints and concerns within two (2) days of notification. The City Representative shall be notified immediately in writing the reason for not adjusting justified complaints. Irrigation will be repaired within 24 hours of notification or self discovery.

3. PLANTERS AND GREENS

Irrigation staff will be responsible for repair of all district irrigation from water meter and controller through lateral lines and sprinkler heads at no additional cost to the City. Contractor is fully responsible for irrigation controller programming.

Contractor will perform lateral line and sprinkler head maintenance resulting from vandalism and public use at no additional cost to the City. All Contractor caused lateral line and sprinkler head damage will be the responsibility of the Contractor to repair within 24 hours of occurrence.

4. IRRIGATION/OPERATION AND MAINTENANCE

All turf areas shall be irrigated as required to maintain adequate growth and appearance.

Irrigation shall be accomplished in accordance with the following time frames;

A. Planters & Greens	11:00 p.m. - 5:00 a.m.
B. Manual Irrigation	6:00 a.m. -10:00 a.m.
C. Public Safety Complex	10:00 p.m. - 6:00 a.m.
D. City Hall	10:00 p.m. - 6:00 a.m.

5. IRRIGATION RESPONSIBILITIES- GREENS AND PLANTERS

- A. The Contractor shall conduct weekly irrigation inspections at districts. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs

within 24 hours of notification or self discovery. All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

- B. All systems shall be adjusted in order to:
 - 1. Provide adequate coverage of all landscape areas;
 - 2. Prevent excessive runoff and/ or erosion;
 - 3. Prevent watering roadways, facilities such as walkways, fences, and private property;
 - 4. Prevent saturated conditions.
- C. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken. A report of required systems test shall be submitted to the City.
- D. In addition to weekly testing:
 - 1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery.
 - 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good, acceptable horticultural maintenance practices.
 - 3. The City Landscape Inspector may instruct the Contractor to turn on the water again. The Contractor is fully responsible for irrigation controller programming.
- E. The Contractor shall maintain and have available an irrigation repair truck. The repair truck shall be stocked with reasonable quantities and irrigation repair parts for any problem that might arise. The Contractor will be responsible for the irrigation system from the utility meters to and including, sprinkler, bubblers, scrub heads and drip systems. All repairs and replacements will be the responsibility of the Contractor. The City will assist in the repair of irrigation lines under the City streets, which do not include sidewalks.
- F. Any repairs necessary due to negligence or failure by the Contractor to prevent any foreseeable damage shall be at the expense of the Contractor.
- G. Failure of any previous repair made by the Contractor shall not be charged to the City to remedy.
- H. Where an automatic sprinkler system does not exist, the Contractor shall water all vegetation as required, utilizing contractor's own hoses, nozzles, and sprinklers. Watering shall be performed such that it encourages healthy growth and a pleasing appearance.
- I. The Contractor shall set and program automatic controllers for seasonal watering requirements.

6. PERSONNEL

- A. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair, in all types of components to include irrigation, controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
- B. Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- C. Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

7. MATERIALS, GREENS & PLANTERS, CONTRACTOR DAMAGES ONLY

- A. All replacement materials are to be with original types and model materials, unless a substitute is approved by the City representative.
- B. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- C. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- D. Repairs of equipment or property damaged by the Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- E. All materials are to be new and identical to existing materials, unless directed otherwise by the City representative.

8. WATER MANAGEMENT (GREENS AND PLANTERS)

- A. All systems shall be programmed weekly and as needed to maintain plants in a healthy, vigorous condition.
- B. All program changes shall be recorded on the Irrigation Management Form.
- C. Controller program is to be sufficient to keep landscape healthy without excessive water use.
- D. Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements
 - 2. Avoid weekend watering when possible

3. Maximize repeat operations
4. Minimize station run times
5. Reflect actual evapotranspiration (E.T.) requirements
6. Reflect actual requirements of soil and plants
7. Eliminate runoff onto streets, sidewalks, and other non-target areas
8. Provide sufficient time for soil to dry out between irrigations
9. Maximize community use of City property.

9. PESTICIDE USE SPECIFICATIONS

A. GENERAL

1. City of Hemet solicits and encourages the use of effective alternative pest control measures
2. Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following of said code, whichever may be required by applicable State or local law or regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Riverside.
3. Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or Public Works Department of the City of Hemet.
4. Prior to the beginning of the Agreement period, vendor shall supply to the City a list of all proposed chemicals to be used in the fulfillment of said Agreement. Labels and Safety Data Sheets for all listed chemicals shall be supplied at this time. Copies of applicable Pest Control Advisor and Qualified Applicator licenses shall be submitted, as well as documentation of County registration. All above mentioned items shall be resubmitted in January of each year the Agreement is in effect.
5. City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City Representative.
6. A five working day notice shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area, rate and method of application, and time of day.
7. City must give consent in writing prior to application of any Category 1, or restricted use, pesticide.

B. REQUIRED REPORTS

1. The Contractor shall be responsible for the filing of all records and reports, including but not limited to, Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City monthly.

2. The Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data.

C. WEED & PEST CONTROL - GREENS AND PLANTERS

1. Ground covers, shrubs, and trees under 18 feet.

a. Weed Control - All shrub and ground cover areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and state regulations.

b. Snail Control - Shall be controlled on an as-needed basis on all plant material.

2. Turf

a. Weed Control

(1) An appropriate herbicide shall be applied in accordance with label specifications.

(2) In all areas prone to weed grass intrusion, annual applications of pre-emergent herbicides labeled for use shall be required. Check schedule.

b. Insect and Disease Control

(1) All other insect, disease, and fungus problems will be treated on a site and need-specific basis with the knowledge and consent of the City.

10. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis.

11. WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling and removing, by mechanical or chemical means, weeds growing in sidewalk, curb and gutter cracks or expansion joints, and areas contiguous to the City landscape.

12. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape maintenance shall include trees, shrubs, ground cover, irrigation, and drainage structures. Maintenance includes the pruning of shrubs and up to 10' of trees, and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that exceed 3 inches to 5 inches in height or predominate a bare area are unacceptable.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks and concrete areas free of obstructions, water, mud, algae or slime at all times. Keep adjacent plant material from encroaching public right-of-way.

13. TREE/PLANTER MAINTENANCE

a. The Contractor is responsible for maintaining trees that require support. Two stakes and two ties will be utilized for the purpose of support. The stakes shall be placed at right angles to the prevailing wind. Ties shall be rubber and placed in a figure eight secured to the stakes, at no additional cost to the City.

b. The Contractor is responsible for the removal of stakes that are no longer required for the support of trees.

c. The Contractor is responsible for keeping trees lifted to a height of no less than ten feet from ground level. Trees and shrubs shall be kept from encroaching on sidewalks and where traffic is evident.

d. The Contractor is responsible for the removal of limbs and debris that fall as a result of high wind.

e. Planters shall never be allowed to compact as to allow for vigorous plant growth and limit the amount of irrigation run-off. Planters will be hoed to a depth of no less than one inch (1") and no more than two (2") inches.

f. All shrubbery shall be pruned quarterly, or as needed, to encourage healthy growth habits, shape and appearance.

g. As ground cover occurs, it shall be pulled and replaced. Ground cover plants shall be planted as needed to cover bare areas at the specified spacing per standards common to the landscape industry (Extra work item.)

h. Shrub replacement shall be in kind with vigorous, normal growth, and free from disease, weeds and insects.

i. Ivy will be kept a distance of twelve inches from all wood stock material such as trees and shrubs, and will be kept off walls.

j. Plant material that dies due to negligence of the Contractor in the control of insect, pests, weeds, rodents and disease; or due to improper irrigation, fertilizing or lack of proper maintenance and care shall be replaced at the sole expense of the Contractor.

14. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

15. TURFGRASS - GREENS

SEE ANNUAL MAINTENANCE SCHEDULE (Exhibit B –Pg 44)

A. General

1. Watering- A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.

2. Aeration- For areas containing turf. All sprinkler heads must be flagged prior to start of work.

Mechanically aerate all turf areas as often as required to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dress may be required by the City.

Use a plug aeration with 1/2" tines or larger. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Remove or smash sod plugs. The scheduling of aeration will be recorded on the Maintenance Schedule and shall be performed no less than 2 times per year and no more than 6 times per year at no additional cost to the City. **The Public Safety Complex grass areas will be re-seeded with rye grass at no additional cost to the City.**

3. Mowing- Mow and edge greens weekly. Cut cool season turf grass 2-1/2" during warm season and reduce to 2" during winter or cooler seasons.

During the growing season, common Bermuda shall be mowed to not exceed 1.5 inches. Avoid removing more than one-third of the leaf area blade at any one time.

Turf in this Agreement shall be mowed with power propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other

cool-season turf areas. However, thatch is not to exceed 1/2" in height. The mowers shall be maintained to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are wet. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, Contractor will make repairs at his expense the same day as the damage is caused to prevent possible injury to the public.

4. Trimming and Edging- Trim around trees, walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemicals will be allowed for this purpose, only with written approval from the City.

5. Dethatching- Dethatch all turf areas once per year at a time when there will be the least amount of stress to turf, preferably spring or fall. Thatching will be done in accordance with the following methods at no additional cost to the City.

See Renovation Procedures

Step 1- Verticut entire area using a dethatching machine set to soil line contact. Verticut twice in perpendicular directions. Pick up debris at completion of this operation.

Step 2- Mow with rotary mower at regular cutting height

Step 3- See aeration and fertilization requirements

B. Fertilization

All turf areas shall be fertilized as specified in the **Turf Fertilizer & Application Specifications**, at no additional cost. After fertilizing is completed, empty bags will be turned into the Parks Division. Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and keep turf in a healthy looking condition. Contractor shall notify the City Representative 48 hours prior to commencing fertilization.

C. Refurbishment of Turfgrass

Turf areas that thin out due to shading effect of trees, structures, foot traffic, and irrigation problems will be reseeded with an approved grass seed to restore thinning areas, at no additional cost.

D. Weed Control

Contractor shall maintain a turf free of weed infestations at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.

E. String Trimmers

Care shall be exercised with regard to the use of weed eaters to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No weed eaters shall be used around trees.** A 12" bare soil buffer zone shall be maintained around the circumference at the base of all trees. When the use of chemicals are involved, care will be taken to not allow non-target areas to become targets, i.e., trees.

16. MAINTENANCE

A. Specialty

1. General (applies to all planters and green maintenance areas)

- a. All animal feces or other materials detrimental to human health shall be removed from planters and greens.
- b. All broken glass and sharp objects shall be removed.
- c. All areas shall be inspected weekly and maintained in a neat, clean, and safe condition at all times.
- d. All areas shall be raked to remove leaves and debris weekly.

2. Hard Surface Areas

- a. These areas shall include concrete sidewalks, A.C. walkways, parking lots and gutters.
- b. All areas shall be swept weekly to remove all deposits of silt and/or sand and glass.
- c. All areas shall be inspected weekly and maintained in a neat, clean, and safe condition at all times.

3. Public Safety Complex

The Public Safety Complex walkways will require daily sweeping in the fall season due to leaves and seed pods generated. The Contractor is responsible for the weekly blowing and cleaning of sidewalks and gutters at the Public Safety Complex.

4. Whittier Avenue Sidewalks

The south side of Whittier between the end of the block wall west of Lyon and Tahquitz will require weekly blowing of sidewalks, cleaning of gutters, debris removal and weed abatement.

5. North Harvard and Front Streets:

The Contractor is responsible for cleaning and blowing of sidewalks and gutters on the 100 block of North Harvard and Front Streets, and the public parking lot on the east side mid-block of Harvard five days a week. As well as, Welch Green on the North West corner of Florida Ave. and Buena Vista Street.

6. Stetson Avenue

Twice-a-week cleaning, blowing and debris removal: the north side of Stetson Avenue from Palm Avenue to Sanderson Avenue; the south side of Stetson Avenue from Sanderson Avenue to the easterly end of the Seven Hills block wall.

B. General Facility Operations

1. All sidewalks within the district areas shall be cleaned daily, if necessary, to remove any glass or heavy debris. In addition, all sidewalk areas shall be thoroughly cleaned, once every week on the day the site is maintained.
2. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
3. All leaves, paper, and debris shall be removed and disposed of off site.
4. Trash cans provided by the City shall be emptied daily and washed after emptying (when necessary) to be determined by the City. Contractor shall provide plastic liners for all trash cans at Contractor's expense.

17. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Hemet divert from landfills fifty percent (50%) of solid waste, including greenwaste, generated within its jurisdiction.
2. Materials defined as "greenwaste" shall include all plant parts (ie., trimmings, prunnings, grass clippings, ect.) removed from the Contract sites by the Contractor in the performance of the contract's Scope of Work.
3. Contractor shall deposit all greenwaste generated in the course of performing services at a landscape material recycling center, or reuse said greenwaste in some manner.

Contractor shall be solely responsible for all cost incurred in complying with this requirement.

4. The Contractor shall submit a quarterly Greenwaste Report to the City Representative indicating the total number of tons generated from all Districts, and the name, number and address of the recycling center(s) accepting the greenwaste. This report shall be due within 15 days of the last quarter.

18. STANDARD TREE SPECIFICATIONS

1. Tree Specifications- Tree sizes desired by the City shall be listed on the proposal sheet and/or plans. Trees shall be well formed, single stemmed trees (unless otherwise specified) for the size specified and provided as follows:

A. 24 inch box trees- minimum one and three quarter (1 3/4) inch caliper (or larger) measured at twelve (12) inches above ground level with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery trade, as solely determined by the City.

B. 36 inch box trees- minimum three (3) inch caliper (or larger) measured at twelve (12) inches above ground level with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery trade, as solely determined by the City.

C. Brown trunk (palms) - height is measured from the ground up to the base of the first green/live frond. All portions of the trunk must be clean and free of any leaf parts. Additionally, the trunk should be straight and free of defects (i.e.: spike wounds, depressions).

The root ball of each tree must hold intact during planting and be sized to contain adequate roots for good tree growth. Trees must not exhibit signs of being root bound. Additionally, all trees shall be certified insect and disease free by the nursery, have a clean trunk, symmetrical, well balanced crown and be capable of standing without the nursery stake upon final inspection. At final inspection all trees will be staked per city specifications. Wounds from previously pruned branches should be calloused over, or well on their way to proper callousing. Branches should be distributed evenly throughout the tree or otherwise displaying good scaffolding. Trees which are found to be root bound or otherwise defective during or after planting will be replaced by the Contractor, at no expense to the City, with an acceptable tree, either before the project is completed or during any required warranty period.

2 Planting Materials - Planting materials shall be approved by the City prior to their delivery to the site, unless inspection is waived by the city in writing. Waiving inspection rights does not preclude non-acceptance of the tree at any time during the project or within the warranty period at the end of the project. Trees found to be defective or not meeting city

specifications after planting will be removed at Contractor's expense regardless of any previous city inspections and approvals. Materials to be approved are:

A. Trees- Trees in broken or damaged containers, root bound or with broken branches or injured trunks will be rejected. All plant materials must be healthy, vigorous, pest free, void of any cambial wounds and otherwise fulfill all specifications. All trees must be established in their containers in which they are sold, however, trees with circling roots or poor root structure will be rejected. The tree trunk should not move independently of the root ball.

Root conditions of trees furnished by the Contractor in containers may be determined by removal of earth from the roots of not less than two trees nor more than two (2) percent of the total number of plants of each species, except when the container-grown stock are from several sources, the roots of not less than two (2) trees may be inspected. Established container stock is defined as a tree transplanted into a container and grown in the container for a length of time sufficient to develop new fibrous roots so that the root mass will retain its shape and hold together when removed from the container.

Trees shall be true to name and variety and meet or exceed all requirements and recommendations of ANSI Z60.1 "Standard for Nursery Stock" and as further specified. In all cases, the botanical name shall take precedence over common name. Final determination of species or variety and whether the tree meets specifications will be made by the City.

B. Topsoil- Pulverized topsoil (or native soil) free from subsoil, noxious weeds and/or seeds, stones or other foreign matter.

C. Root Control Planters- The deep root control planter for installation in planting hole shall be manufactured by Deep Root Corp., 7354 Bolsa Avenue, Westminster, CA 92683, or an approved equal, as determined by the City. Root barriers must have a root deflection rib and a top edge. The root control panels or planters may not be altered without written approval from the City.

D. Tree Stakes- The tree stakes shall be ten (10) feet long and two (2) inch diameter treated lodge pole stakes.

E. Staking Ties- Ties shall be fastened to the stakes with an approved twist tie brace in a manner which permits tree movement and supports the tree or approved equal.

F. Trunk Guard- An approved trunk guard shall be placed around the base of all trees planted, whenever the tree is planted in a turf area or other location where string trimmer damage is possible.

Planting materials shall be inspected by the City prior to installation. Contractor will pay for all expenses relating to any plant material inspections that are outside the city limits of Hemet. Payment for topsoil, root control planters or barriers, tree stakes, staking ties, trunk guard and other supplies needed for complete and proper tree planting shall be included in the proposal item for the trees that they are installed with. Contractor shall pay for any returns necessary.

3. Layout and Plant Location- The location for all tree planting site locations will be spotted and marked in the field by the City, and/or be as indicated on the construction drawings. Spotting is usually done with a green paint mark on the curb for street trees. No work shall be done in any area where there is a discrepancy, until approval has been given by the City.

Where a consecutive order of trees is shown, stock shall be selected for uniform height and spread to assure symmetry in planting.

4. Tree Planting Specifications-

A. All trees shall be planted immediately after the trees are removed from containers. Containers shall not be cut or otherwise damaged prior to delivery of the trees to the planting area. Circling roots are prohibited and will be cause for rejection. Nursery stakes, ties and ribbons shall be removed. No stakes shall remain in the root ball after planting.

B. Contractor must immediately remove from the site plants which are not true to name, and materials which do not comply with the specified requirements. These must be promptly replaced with plants and materials meeting the specified requirements. The Contractor shall return all plants and supplies not accepted by the City, at no additional cost to the City.

C. Trees shall not be placed in dry soil. Soil in a muddy condition shall not be used for backfilling. Fill all plant pits with water and allow water to leach out before adding the prepared soil mix for backfill.

D. When planting container stock, position the plant in the hole so that the tree root crown shall be slightly exposed above the grade (not to exceed one inch) without exposing any roots or the root ball. After this backfill with native clean soil no higher than halfway up the root ball. Tamp in soil to remove air pockets. Complete the backfilling to finish grade, again tamping soil to remove air pockets.

E. Form a water basin (twelve inches outside of the root ball) with soil berms and immediately water. After preliminary watering, the trees shall again be watered. A trunk guard shall be placed around the base of the tree immediately after planting if tree is located in a grass or planted area. The well basin shall be left at least through the entire landscape maintenance period, unless otherwise specified.

F. Trees will be staked and tied with two lodge pole pine stakes and a V-twist brace or other acceptable product specified by the Public Works Supervisor or one of his representatives.

5. Palm Procurement and Planting- All palms shall be procured from or by a state licensed nursery and shall be handled with the best and most current horticultural practices.

A. Palms will be inspected by the City for height girth and overall form in meeting with the design intent of the project. The City reserves the right to reject any palms that do not meet the design intent of the project.

B. All palms shall be insect and disease free with clean trunks void of any trunk injuries such as spike wounds.

C. An adequate number of live fronds shall remain to adequately shelter the apical meristem of the palm, and shall be lifted up and tied together in two locations around the crown in an upright manner. Due caution shall be taken not to bind or injure the crown. A lightweight cotton rope, twine or cord (biodegradable), not less than 1/8" in diameter, shall be used in tying up the fronds. Pruning and tying up the remaining fronds shall be completed prior to digging the root ball.

D. All trees shall be safely loaded and transported, taking care not to damage any part of the tree or soil ball. All consideration shall be given in the selection of the largest possible crane to facilitate loading, unloading and setting. This consideration shall vary based on any given site situation and is solely the liability and responsibility of the Contractor.

All excavated palm planting holes shall have vertical sides with roughened surfaces and shall be of size that is twice the diameter and two (2) feet minimum to four (4) feet maximum deeper in the ground than the depth of the palm root ball. The palm should be centered in the planting hole and in alignment with any other palms. The palm shall be set plumb and held rigidly in position until the backfill has been tamped firmly around the root ball. The top of the root ball should be equal to the level of the existing or proposed soil grade. The backfill mix for palms shall be 100% washed concrete sand. Newly planted palms shall be immediately watered thoroughly and protected from compaction.

6. Homeowner Notification- For street tree planting, the Contractor shall deliver, when planting each tree, a flyer supplied by the City that reviews the project and outlines basic tree care, especially the need for proper after care.

7. Tree Pruning- All trees shall be properly pruned prior to final City inspection. The spacing, balance and attachment of limbs should be evaluated prior to pruning. All pruning cuts should be made to promote upright growth and minimize future branching that may impede vehicular or pedestrian traffic, or for structural stability or appearance. Properly pruned shall mean:

A. Prune only what needs to be pruned. No more than 25 percent of the live wood may be removed.

B. All broken or otherwise damaged limbs shall be removed.

C. All dead limbs or portions thereof shall be removed.

D. All limbs less than two (2) feet from the ground shall be removed, unless doing such would cause irreparable damage or leave the tree unbalanced.

E. All pruning cuts shall be made at the branch collar.

F. The primary terminal bud shall not be removed.

G. Any trees improperly pruned will be subject to removal by the Contractor and replaced by the Contractor at no additional cost to the City.

Palms shall not be pruned after planting until established. The string tying the fronds shall be cut 45-60 days after planting during the summer months and after 90 days during the winter months. Do not prune palms for at least thirty days after untying the fronds.

8. Landscape Establishment and Maintenance Period (New Construction) –

The landscape establishment period is hereby defined as starting with completion of planting operations and acceptance by the City, and continuing for 30 calendar days thereafter. Acceptance by the City must be in writing in order for the establishment period to begin. At completion of the establishment period, trees shall not show evidence of die back, wilt or other signs or symptoms of decline. Where landscape dies or shows evidence of decline, weakness or damage, the Contractor shall promptly replace with new, vigorous and healthy selections at no additional cost to the City.

When the Contractor believes he has completed the plant establishment period and the entire project is ready for acceptance, he shall request inspection of the project. The City will inspect the project for acceptance in a timely manner. Deficiencies noted during inspection shall extend the planned establishment period until all are corrected. Acceptance shall occur only upon written acceptance of the project by the City.

The landscape maintenance period is hereby defined as starting at the completion of the landscape establishment period, and its acceptance by the City, and continuing for 60 calendar days thereafter. Acceptance by the City must be in writing in order for the landscape maintenance period to end. During the contact period the Contractor will provide all watering, weeding, fertilizing, cultivating and spraying necessary to keep the plants in a healthy, growing condition and to keep the planted areas neat, edged and attractive. It is anticipated that the City will inspect the work during the landscape maintenance period, and the Contractor shall conduct all maintenance operations in such a manner as to minimize inconvenience to the City and general public. The Contractor shall provide a level of maintenance which presents a pleasing and desirable appearance at all times. The City may extend the landscape maintenance period beyond the specified period, when in the opinion of the City, landscapes or plantings have not reached establishment in accordance with the specifications. Final payment to the Contractor will not be made until the end of the landscape maintenance period by the City and upon final acceptance by the City and completion of the Notice of Completion process. All pest control, fertilizers or other materials used by the Contractor in carrying out work related to this project must be approved by the City prior to its use.

Where landscape dies or shows evidence of decline, weakness or damage, the Contractor shall promptly replace with new, vigorous and healthy selections at no additional cost to the City. At the end of the landscape maintenance period all plant materials shall be established and in a healthy growing condition and spaced as indicated in the plans or directed by the City. All areas

must be substantially clean and free of any debris and weeds. The Contractor shall obtain written approval and release from the City before ending any maintenance obligations. Trees shall be under warranty for a period of one year after the designated maintenance period has been completed and approved by the City in writing. Any tree found to be dead or in poor condition, as determined by the City, shall be replaced by the Contractor at no cost to the City. There is no appeal to this decision.

Tree Guarantee and Replacement- All trees planted shall be guaranteed to be in excellent health and condition at least twelve (12) months after planting is complete (twenty four (24) months for palm trees) or after the landscape maintenance period is complete, whichever occurs later. Trees that die or are damaged as a result of vandalism or lack of care by the City are exempt from this specification. All replacement trees shall likewise be guaranteed to be in excellent health and condition at least twelve (12) months after planting, or twenty four (24) months if a palm.

TURF FERTILIZER & APPLICATION SPECIFICATIONS

Apply fertilizer only after soil is wet and irrigation has been verified. Changes in specified materials must be approved by City prior to application.

GREENS:

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
1 x/yr.	Feb to Mar.	16-6-8	6 lbs/1,000 sq. ft.
1 x/yr.	Apr. to May	16-6-8	6 lbs/1,000 sq. ft
1 x/yr.	Oct. to Nov.	16-6-8	6 lbs/1,000 sq. ft
1 x/yr.	July to Aug.	21-3-5 Turf Gold	7 lbs/1,000 sq. ft.

NOTE: The above figures are only estimates. Please refer to your specific fertilizer manufacturers suggested application rates when applying.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

1. FREQUENCY

The work is to be completed weekly at each location identified in Exhibit "G", unless otherwise specified, for the term of the contract.

2. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemical/fertilizers will be accomplished. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by the City.

3. CONTRACTOR'S WORK SCHEDULE

The Contractor shall submit to the City Representative a daily work schedule by District that includes daily work locations.

The Contractor's employees will only be authorized to perform non-emergency work Monday through Saturday, 7:00 a.m. to 5:00 p.m. Adjustments to this schedule must be approved in advance by the authorized representative. The Public Safety Complex, City Hall, Covell Building, James Simpson Memorial Center and Hemet Public Library landscape areas will require regular landscape service on Saturdays, 7:00 a.m. to 5:00 p.m.

ANNUAL MAINTENANCE SCHEDULE

Service	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Turf Maintenance												
Apply Pre-emerge herbicide to turf	X					X						
Apply Post-emerge herbicide to turf	*** CONTINUE AS NEEDED ***											
Fertilize greens		X		X			X			X		
Aerate with gypsum			X								X	
Aerate groom			X						X			
Dethatch groom			X									
Re-Seed Public Safety Complex with Perennial										X		
Other Maintenance												
Irrigation Inspections	W	W	W	W	W	W	W	W	W	W	W	W
Mowing	W	W	W	W	W	W	W	W	W	W	W	W
Thorough cleaning of sidewalks in all districts	W	W	W	W	W	W	W	W	W	W	W	W
Trimming and edging	W	W	W	W	W	W	W	W	W	W	W	W
Tree Trimming	AS NEEDED											
Shrub Trimming	QUARTERLY AND/OR AS NEEDED											

Legend:

W = Service to be provided weekly.

X = Service to be provided once within this time frame. Contractor to submit schedule of work as provided by specification.

Pricing for additional work requested by the City *outside of the scope of services* is to be quoted at Unit Pricing established through this agreement. No additional work shall commence prior to receipt of written approval from the City of Hemet.

ITEM #	DESCRIPTION	MARINA PER UNIT PRICE
1)	Annual Color (4" Container)	\$2.00 EA
2)	Ground cover (flat)	\$25.50 FLAT
3)	One (1) Gallon Plant	\$10.00 EA
4)	Five (5) Gallon plant	\$26.50 EA
5)	Fifteen (15) Gallon plant	\$85.00 EA
6)	24" box tree	\$320.00 EA
7)	Seed turf	\$.10 SQFT
8)	1/2" irrigation piping	\$3.00 LF
9)	3/4" irrigation piping	\$3.10 LF
10)	1" irrigation piping	\$3.20 LF
11)	2" irrigation piping	\$4.00 LF
12)	3" irrigation piping	\$5.00 LF
13)	4" irrigation piping	\$7.00 LF
14)	Replace sprinkler head or bubblers. Labor and incidentals only. (City to provide replacement heads/bubblers for those identified as worn or vandalized.	\$7.50 EA

EXHIBIT "D"
REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Hemet
Public Works Department
Charles Russell, 951 765 3801
Mauro Lozoya, Parks, 951 765 3712
3777 Industrial Ave.
Hemet, California 92545

CONTRACTOR'S REPRESENTATIVE

Marina Landscape
Attn: Darin Sherlock
1900 S. Lewis St.
Anaheim, CA 92805
Phone: 714 704 0421
Cell: 949 614 9148

EXHIBIT "E"
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That Marina Landscape, Inc., as Contractor, and

_____, as Surety, are held and firmly bound unto the City of Hemet, in the sum of: One Hundred Ninety Six Thousand Six Hundred Fourteen dollars (\$196,614.00), for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the City's Specifications entitled:

Agreement for Landscape Maintenance Service

Work will primarily consist of general landscaping maintenance and irrigation system maintenance throughout the City of Hemet at various locations designated as Landscape Maintenance Districts as shown on Exhibit G to the Agreement for Landscape Maintenance Service.

NOW therefore, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this ____ day of September, 2014.

(seal) Contractor _____ Surety _____ (seal)

Address

Telephone Number

By _____
Signature

By _____
Signature

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF HEMET

The City requires a certificate of insurance, including an underwriter's endorsement, prior to commencement of the Services.

The insurance policies are to include additional endorsements that contain the following provisions:

1. That the City of Hemet and its respective officers and employees are additional insureds under the policy;
2. The policies are primary and non-contributory to any insurance that may be carried by City;
3. The City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies.
4. The insurance shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

Only the following "marked" requirements are applicable:

_____ **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this order in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of one million dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

_____ **Vehicle Liability Insurance:** Contractor shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000).

_____ **Workers' Compensation Insurance:** For all of Contractor's employees who are subject to this order and to the extent required by applicable state or federal law,

Contractor shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of one million dollars (\$1,000,000) of employers' liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the City from such claim.

EXHIBIT "G"

LANDSCAPE MAINTENANCE DISTRICT MAPS

District maps representative of the areas of maintenance for this contract are included in Exhibit "B" of the bid solicitation document entitled:

**Landscape Maintenance Service
City of Hemet Landscape Maintenance Districts**



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Peter Bryan, Interim Fire Chief
Wally Hill, City Manager *Wally Hill*

DATE: September 9, 2014

RE: Approval of increase in Purchase Order – CSG Consultants

RECOMMENDED ACTION:

Authorize the City Manager to approve an increase for purchase order no. 2014-000393 to CSG Consultants for FY 2013/14 in the amount of \$1,700 for the purpose of fire inspection, plan review and code services.

BACKGROUND:

The City's Fire Prevention Specialist resigned in October 2013 to take a position in Moreno Valley. CSG Consultants had been utilized for extra work and was chosen to fill in until the determination could be made to re-hire or contract services. CSG provides twelve (12) hours per week in the City to include counter, field, plan review and code services, plus extra hours of services as needed. . The cost is \$85.00 per hour.

ANALYSIS:

During FY 2013/14 we exceeded the amount of the purchase order that the City Manager is authorized to approve. There were various new construction/new development projects that have taken extra time to approve. CSG has also expended time on several complaint inspections, as well as reviewed and assisted in the development of the Fire fees as part of the City's comprehensive fee review.

The cost to perform new construction/new development services is mostly recovered from fees during the project process. Still, many hours are expended meeting with developers where no fee is charged.

The requested approval to increase the purchase order amount is an action to ratify the work already completed for FY 2013/14 only. We are working on a new service agreement for FY 2014/15.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

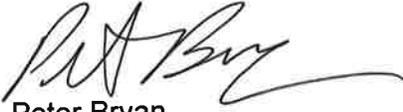
The use of CSG Consultants is consistent with the City Council goal for Fire Prevention and Weed Abatement Services.

- **Goal 1:** Minimize fire-related property damage through a cost-effective fire prevention and weed abatement program.
- **Objective 1.1:** Complete 100% of scheduled new development/new business inspections.

FISCAL IMPACT:

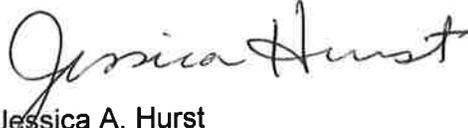
No general fund impact. The funds for FY 2013/14 come from the use of salaries not utilized since October 2013 and are transferred to contract services.

Respectfully submitted,



Peter Bryan
Interim Fire Chief

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/Administrative Services



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Peter Bryan, Interim Fire Chief
Wally Hill, City Manager *Wally Hill*

DATE: September 9, 2014

RE: Approval of increase in Purchase Order – Ace Weed Abatement

RECOMMENDED ACTION:

Authorize the City Manager to approve an increase in Purchase Order No. 2015-000215 to Ace Weed Abatement, Inc. from \$42,300 in an amount not to exceed \$ 51,810 for weed abatement services thru August 2014.

BACKGROUND:

Historically, the City conducts spring and fall weed abatement annually. This year our spring abatement was started a little later than usual due to a change in staffing of both the Fire Chief and Administrative Assistant. The current Purchase Order in the amount of \$42,300 will not cover our spring abatement that is now complete.

ANALYSIS:

The cost to abate hazardous weeds and rubbish from approximately 170 parcels cost more this year. The listing that GIS provides Fire had additional parcels this year and several new parcels were greater in size than normal.

The number of parcels that the City's contractor abated, after failure of the property owner to take appropriate and complete action increased this year. The total acreage that the City's contractor abated also increased. Because of those increases, costs also increased.

The City has completed billing for all the work the City's contractor completed. We are tracking all accounts receivable. Any parcel owner who fails to pay the cost of abatement, plus the \$250 administrative fee will have the total cost posted to their property tax bill in 2015 (August 2015 is the next available date to post to the tax roll).

If all billed costs were realized as revenue, the total cost to the City's general fund would be minimal. It takes years sometimes to receive all the accounts receivable.

The requested approval to increase the purchase order amount is an action to ratify the work already completed for the Spring 2014 weed abatement program only.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The use of Ace Weed Abatement for July-August 2014 is consistent with the City Council goal for Fire prevention and weed abatement services.

- **Goal:** Minimize fire-related property damage through a cost-effective fire prevention and weed abatement program

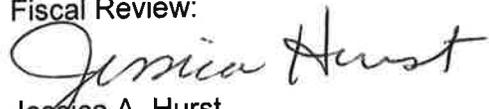
FISCAL IMPACT:

No general fund impact. The funds will come from FY 2014/15 budgeted contract services for weed abatement, and the use of budgeted personnel benefits from approved FY 2013/14 Fire Prevention unspent funds being transferred to FY2014/15 contract services.

Respectfully submitted,


Peter Bryan
Interim Fire Chief

Fiscal Review:


Jessica A. Hurst
Deputy City Manager/Administrative Services



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Peter Bryan, Interim Fire Chief
Wally Hill, City Manager *Wally Hill*

DATE: September 9, 2014

RE Purchase of Paramedic Monitor/Defibrillators

RECOMMENDED ACTION:

1. That the City Council approve the purchase of five new "X Series" Monitor/Defibrillators from ZOLL Medical Corporation in the amount of \$153,884, and approve an annual maintenance/service agreement in the amount of \$1,150 per year for five units.
2. Authorize the City Manager to approve Purchase Orders in support of purchase and annual maintenance/service agreement.

BACKGROUND:

One of the most critical equipment components in a Paramedic Advance Life Support (ALS) program is the Monitor/Defibrillator. Besides the capability to monitor a patient's heart condition, the "12 lead" technology can transmit a report to the hospital designated as the "STEMI" Center (S-T Elevated Myocardial Infarction) which allows the hospital to diagnose conditions earlier and prepare for any necessary stent procedures. The hospital can then set-up and be ready for the heart attack patient's arrival and quickly begin "stent" procedures to open up blocked coronary arteries and prevent greater heart muscle damage. This can and does provide the patient the greatest chance of resuming a regular life after sustaining a "heart attack". The Monitor/Defibrillator can also shock the heart "back into a normal rhythm" and can also "pace" the heart at the correct speed.

Staff has confirmed that the Zoll defibrillator is the same as utilized by County Fire; the Zoll regional distributor and the County EMS Battalion Chief confirmed the information by email. The County Battalion Chief also confirmed that we would get the same cost for defibrillators since we would be purchasing from the County multi-agency quote.

PROJECT DESCRIPTION:

The implementation of a Paramedic ALS program is a tremendous benefit to the citizens of a community, especially those with aging populations. The ability to administer medications, perform advanced airway techniques, treat trauma patients with life-saving fluid replacement, and quickly interpret heart conditions greatly improves a patient's chances of a favorable outcome. The current level of Fire Department service does not provide, or even permit, this level of service.

The Paramedic ALS program is quickly coming to fruition. Equipment is being purchased, apparatus is being readied for the new and additional equipment required to be carried, and the City of Hemet Paramedics are beginning some additional skills training at Hemet Valley Medical Center under the direction of Dr. Todd Hanna, M.D. Dr. Hanna has agreed to be the City's medical director as a service to this community (a requirement of the County) to operate paramedic service.

In 2013, approximately 7,200 emergency responses in Hemet were Paramedic level (the level that only Paramedics can provide the necessary life-saving skills). The Hemet Fire Department staffs four stations which provide the quickest medical response to those 7,200 citizens and patients. American Medical Response (AMR) utilizes a "fluid-like" deployment called System Status in order to respond ambulances County-wide. Hemet area based ambulances can be utilized in a large regional area as compared to Hemet Fire Department engines which primarily provide service to Hemet citizens. Response times are critical in providing effective pre-hospital emergency care.

The City of Hemet Paramedics will work in close cooperation with AMR ambulances for the treatment and transportation of patients. Many patients will be transported to specialized hospitals for specialized care and thus AMR ambulances may not always be as available to respond to Hemet citizens. The combination of City of Hemet Paramedics, AMR ambulances, and Mercy Air helicopters will provide the highest level of emergency medical care feasible to Hemet citizens.

Hemet Valley Medical Center and AMR continue to support the implementation of City of Hemet Fire Paramedics, and will continue to be important and integral partners in pre-hospital EMS patient care.

ANALYSIS:

There are three Monitor/Defibrillators on the market. One model is no longer manufactured and service is being phased out. The Zoll X Series and the Physio Control Lifepak 15 Monitor/Defibrillators have been equally evaluated, and determined to be equally suitable for the City of Hemet. While they each have some special features designed to set them ahead in the market, either one can provide satisfactory service. Both are utilized in Riverside County by the fire service and AMR Ambulance. Both are available from large competitive purchasing agreements.

The Zoll X Series is chosen above the Physio Control Lifepak 15 based on competitive cost.

COORDINATION & REVIEW:

Fire Department staff reviewed technical specifications for this medical equipment and determined either manufacturer's Monitor/Defibrillator will provide the necessary level of patient care, and both manufacturers offer the desired service and maintenance program.

The Procurement Administrator reviewed the agreement between Riverside County and Zoll Medical Group and the agreement between the State of California, Dept. of General Services, Procurement Division and Physio Control.

Riverside County completed a competitive solicitation and included language to allow all agencies in Riverside County to purchase off this contract. There is a significant discount (30%) due to the

number of monitors purchased at that time. The City could not obtain better pricing by completing our own independent formal bid solicitation because of the large quantity discount provided to the County of Riverside.

<u>Vendor</u>	<u>Agreement</u>	<u>Equipment</u>	<u>Annual Maintenance</u>
Zoll Medical	Riverside County	\$153,884	\$1,150
Physio Control	Ca. Multiple Award Schedule	\$164,130	\$6,972

Hemet Municipal Code, Section 2-329., (b) provides "The purchasing agent may also buy directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency in substantial compliance with sections 2-334, 2-335 and 2-336 even if the city has not joined with that public agency in a cooperative purchase agreement."

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The purchase of the necessary Zoll X Series Monitor/Defibrillators is consistent with the City Council goal of establishing a City of Hemet Paramedic program and FY 2014-15 Budget goals.

- **Goal 1:** Provide appropriate, effective, and cost efficient emergency fire, medical, rescue and hazardous materials services for the protection of lives and property.

POTENTIAL ALTERNATIVE ACTIONS:

The Monitor/Defibrillator is necessary and required equipment for a Paramedic program. Failure to purchase the necessary Monitor/Defibrillators would cancel and stop the implementation of a City Paramedic program.

FISCAL IMPACT:

The Indian Gaming Fund grant recently received from the Soboba Indians via the County of Riverside will fund \$125,202.53 of the total cost. The balance of \$28,682 will come from the Paramedic Program account budgeted in the FY13-14 budget. The funds necessary to implement the program, including the balance of the purchase of the Monitor/Defibrillators, are being carried forward to the FY 2014-15 budget, account 110-3200-2705.

Respectfully submitted,


 Peter Bryan
 Interim Fire Chief

Fiscal Review:


 Jessica A Hurst
 Deputy City Manager/Administrative Services

Attachment(s): Zoll X Series Monitor/Defibrillators Brochure

X Series®

ZOLL®



Xtremely
Small, Light, and Powerful

Big Screen Small Device

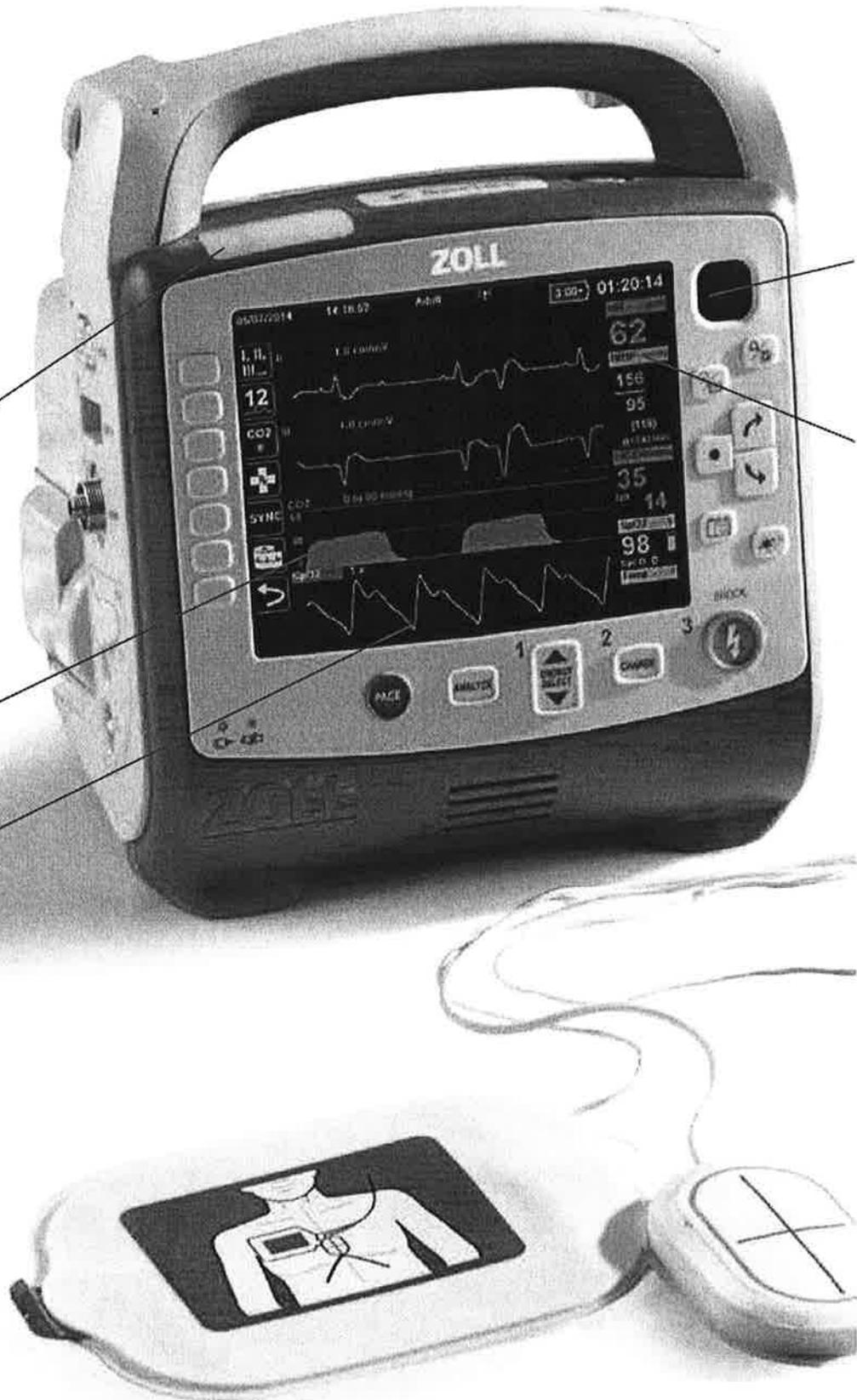
X Series

View up to four waveforms of your choice. Switch from a brilliant color display to either high-contrast black-and-white or night-vision mode to ensure visibility under extreme conditions.

Visual Alarm Indicator

Oridion
Microstream®
Capnography

Masimo® rainbow® SET
Pulse CO-Oximetry



ALMOST TWO TIMES LIGHTER THAN OTHER POPULAR MONITORS

The X Series® extends the ZOLL legacy of smaller, lighter monitor/defibrillators. Pick it up. Feel the difference. At 11.7 pounds (6 kilograms), chances are it's twice as light as what you're carrying today.

MOST COMPACT, BEST EQUIPPED

Starting with a high-contrast, color display that simultaneously shows up to four waveforms, the X Series delivers the capabilities you expect from a full-featured monitor—for neonates through adults. And it can be equipped with a complete selection of best-in-class parameters, including Masimo® rainbow® SET pulse CO-Oximetry, Microstream® etCO₂, and Welch Allyn NIBP, as well as three invasive pressures and two temperature channels.

A MILITARY HERITAGE OF DURABILITY

Driven by requirements from air transport and field military operations, the X Series raises the bar for durability. It complies with standards requiring normal operation following multiple drops from a height of 6.5 feet (2 meters). An industry-best ingress protection rating of IP55 means no other monitor is protected from dust particles and water like the X Series.



**Because Medics Carry More
These Days**

MAKING THE DIFFERENCE FOR PATIENTS

When several Arizona fire departments deployed Real CPR Help® in combination with scenario-based training, the likelihood of patient survival nearly tripled.¹ In a study involving 373 medics and 484 patients, the odds of surviving cardiac arrest were 2.7 times better when Real CPR Help was used.

A TOOL FOR SHORTENING PAUSES

Pre-shock pauses as brief as 10 seconds adversely impact survival.² The X Series is equipped with industry-exclusive See-Thru CPR® filtering technology. It reduces the length of interruptions by removing compression artifact so that medics can look for organized electrical activity during compressions.



Unfiltered ECG signal during CPR



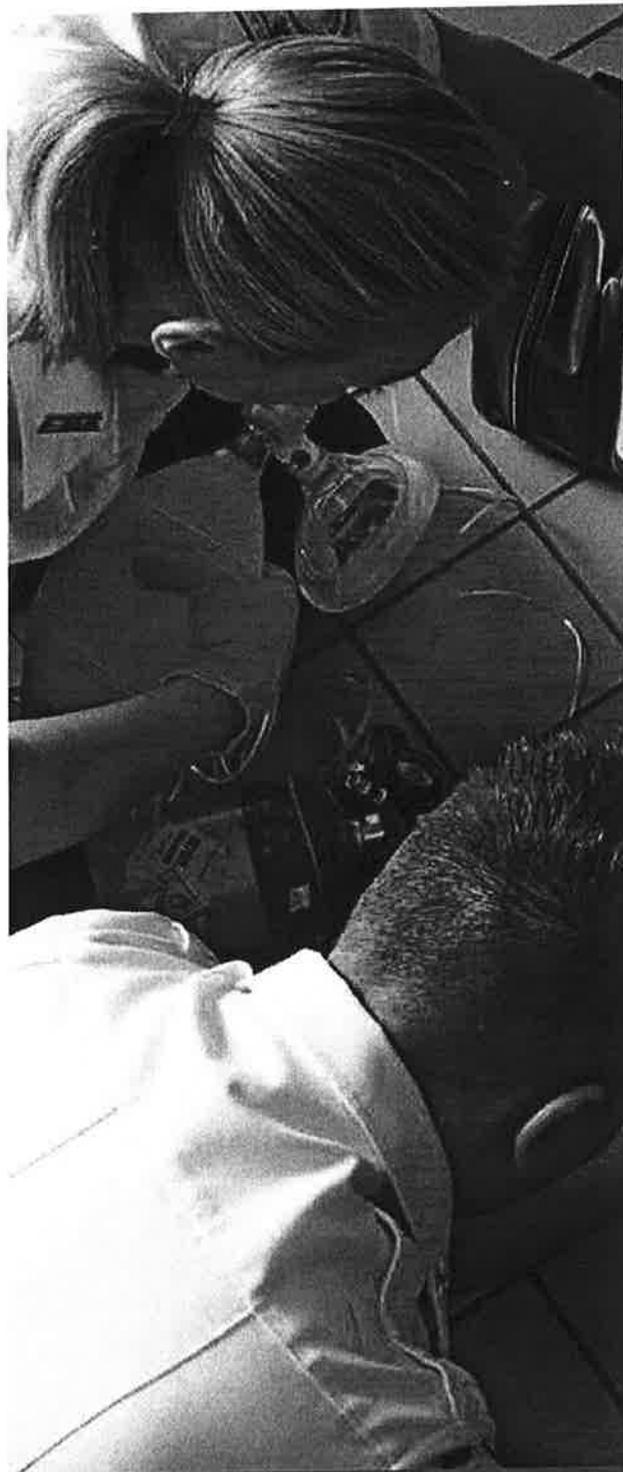
Signal filtered by See-Thru CPR

BECAUSE CPR IS A TEAM ACTIVITY

Not everyone who works a code is an experienced responder. The CPR Dashboard™ is a real-time window that gives team leaders an at-a-glance look at the quality of first-responder CPR.

EVEN THE BEST RESCUER FATIGUES

Real CPR Help prompts by exception. This means when medics are fresh and delivering good compressions, it is silent. With repetitive two-minute cycles, even the most fit medic tires. When compressions fall out of range, it gently guides rescuers back to high-quality, Guidelines-compliant compressions.



“Poor-quality CPR should be considered a preventable harm.”

—AHA Consensus Statement on CPR Quality³

¹ Bobrow BJ, et al. *Annals of Emergency Medicine*. 2013;62:47-56.

² Cheskes, et al. *Circulation*. 2011;124:58-66.

³ Meaney PA, et al. *Circulation* 2013;128:417-35.

12 LEADS ON SCREEN IMPROVE TRACE QUALITY

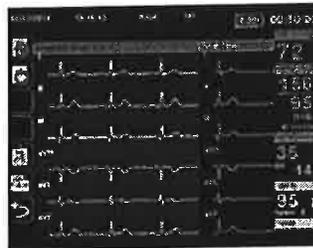
The STEMI View lets medics see trace quality simultaneously in all leads. Confidently record a 12-lead ECG with the expectation it will be clean the first time and ready for transmission without delay.



STEMI View

A WINDOW TO SERIAL ECG CHANGES

Unstable patients call for extraordinary vigilance. Substantial ST changes can occur between the initial transmission and arrival at the hospital.⁴ The Split-Screen View keeps medics on top of the situation by displaying the real waveform next to one that was previously acquired.



Split-Screen View

QUICKER, MORE CONFIDENT DECISIONS

At 94% sensitivity for detection of early STEMI, the X Series 12-lead algorithm is unmatched by other popular monitors. Make that alert call knowing it is based on the best algorithm.

OPEN ARCHITECTURE MAXIMIZES STEMI OPTIONS

The X Series puts medics in the best position to decide where to take a patient. Its open architecture means the X Series can transmit a 12-lead ECG into all of the leading STEMI and cardiology management systems.



Reduce Time to Balloon with Advanced 12-Lead Capabilities

⁴ Davis M, et al. *Prehosp Emerg Care* 2014;18:9-14.

Resuscitation View

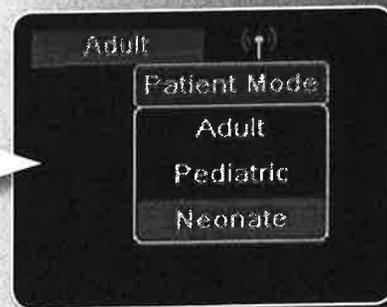
You get unequalled support for CPR. Display CPR Dashboard along with the real-time depth indicator and the filtered ECG that See-Thru CPR provides.



Ready-for-Use Indicator

Patient-Specific Settings

Select the mode—Adult, Pediatric, or Neonate—and the alarm thresholds and energy levels will automatically adjust.



Welch Allyn NIBP with Sure BP® and SmartCuf®

SurePower System

The lithium-ion SurePower™ II battery delivers six hours of continuous run time. That's enough power for even the busiest EMS operation.



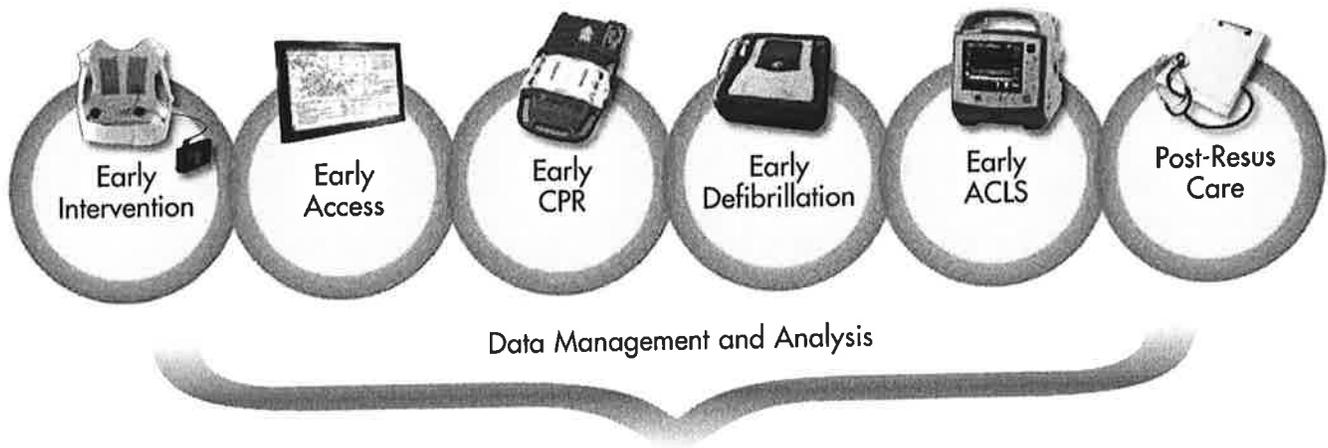
Preconnected CPR Stat-padz® for monitoring, pacing, defibrillation, and Real CPR Help®

RescueNet® Code Review

Conduct post-event analysis in support of QA, training, and documentation programs with this unparalleled software tool.



Impacting Outcomes Link by Link



EARLY INTERVENTION

Immediate defibrillation is the single most important factor in saving an SCA victim's life. ZOLL's LifeVest® Wearable Defibrillator is the ultimate early intervention for high-risk patients.



EARLY ACCESS

A timely 911 response is critical to survival. ZOLL's RescueNet® suite of call management products helps ensure the right resources get to the right place ASAP.



EARLY CPR

More than half of arrests involve non-shockable rhythms. Delivering consistent, high-quality CPR, whether manually using Real CPR Help or mechanically with the AutoPulse® is the basis of treatment for these patients.



EARLY DEFIBRILLATION

Patients benefit when AEDs are deployed. While the AED Plus® brings simplicity to the public responder, the AED Pro® delivers the durability expected for the first responding BLS provider.



EARLY ACLS

Whether it is ZOLL's biphasic waveform, which is superior in high-impedance patients, an external pacing waveform that captures twice as often at half the current, or best-in-class patient monitoring, ZOLL ensures providers are equipped to deliver the best care possible.



POST-RESUSCITATION CARE

It is increasingly evident that post-resuscitation care is a vital link in the Chain of Survival. Goal-directed therapy, including fever control, fluid management, and glucose control, promise to improve outcomes. ZOLL has technologies for temperature management and delivery of fluid and blood products.

ADVANCING RESUSCITATION. TODAY.®

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ZOLL®



#12

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

August 26, 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, Wright and Youssef, Mayor Pro Tem Milne and Mayor Smith

ABSENT: None

Work Study

Discussion regarding this item, with possible direction to staff

1. Hand-Held Signs – Community Development Director Elliano **Deanna Elliano, Community Development Director**, gave the City Council a powerpoint presentation regarding the current provisions for hand-held signs. Hand-held sign means a sign that is held by or otherwise mounted on a person. Hand-held signs are currently prohibited in the Municipal Code except for signs with a “non-commercial message”, which are considered to be Free Speech. During the recession, the Council directed staff to not enforce these provisions while businesses were struggling. During the recent revision of the temporary sign ordinance the Planning Commission recommended that the prohibition be reaffirmed and the City Council concurred. A question was brought up regarding costume signs. Per the City Attorney a costume is a sign when: 1) a person in a costume, without a hand held sign, is engaged in commercial speech when a reasonable person would recognize the costume as representing the brand, trade name, or other identifier of a specific business and their conduct as advertising for that business; 2) a person without a hand held sign wearing a costume of a general nature, which a reasonable person would not readily identify as the brand name or trademark of a specific business, is not engaged in commercial speech and would be exempt from the provisions of the sign code; and 3) persons engaged in charitable or humanitarian activities or engaged in comedic spoofs or parodies of the business are also likely not engaged in commercial speech and would be entitled to First Amendment protection. Staff surveyed the agencies of Menifee, Murrieta, Corona, San Jacinto, Temecula, Riverside and Riverside County. Generally, hand held signs with commercial messages were prohibited. However, enforcement is not a high priority unless there is a proliferation of signs or obstruction of the sidewalk or street right of way. Staff is seeking direction regarding costume signs.

The City Council and staff discussed the current provisions. The number of hand held signs have decreased recently. The revised Temporary Sign Ordinance does offer other options for signage including direction signs and more monument signage. The business community was involved in the process as well as the Hemet-San Jacinto Chamber of Commerce. There were some businesses that were not in favor of the prohibition. Businesses pay more to be located on Florida Avenue and unregulated signs can get prime advertising. The City Council concurred that the current provisions in the Municipal Code should be enforced.

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 6:17 p.m.

2. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Hemet Fire Fighters Association
Service Employees International Union General Employees
-

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 7:00 pm.

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 Michael Wahl, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Wright

City Attorney Closed Session Report

3. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Hemet Fire Fighters Association
Service Employees International Union General Employees
The City Attorney reported that there was no reportable action.
-

Presentations

4. Recognition of Ismael "Smokey" Pando's Retirement
Jorge Biagioni, Engineering Director, it is a privilege to recognize Ismael "Smokey" Pando. Smokey has served the City and the community for over 33 years. His retirement is a loss for the City and the Engineering Department. We will miss him greatly.
Mayor Smith, presented Smokey with a proclamation recognizing a well honored career. We wish you well in retirement. Enjoy your next 30 years and may God bless you richly.
- Wally Hill, City Manager**, presented a Certificate of Recognition to Tom Kanarr for his service as Interim Finance Director. Tom was available to help and had the working knowledge of the organization after his two prior stints. During Tom's time here he undertook some huge tasks, such as the budget and the User Fee Study. He was successful in helping us retain the Indian Gaming Grant.
- Tom Kanarr**, it's always nice working here. Hemet is a great City with a great staff. Good luck with everything.
5. Proclamation for Dorothy Dwyer Byrne celebrating her "100th" Birthday
Mayor Smith, presented Dorothy Dwyer Byrne with a proclamation acknowledging her 100th birthday. Mayor Smith felt it was important to recognize the milestone and was glad that Dorothy decided to accept. I hope He gives you many more years.
6. Update on Stage 3A of EMWD's Water Shortage Contingency Plan
Kevin Pearson, EMWD Public Affairs Officer, gave the City Council a powerpoint presentation on EMWD's 2014 Drought Status and their Stage 3A Mandatory Water Waste Reduction. A drought was formally declared on January 17, 2014 that called for 20 percent reduction, increased funding for firefighting and expanded public awareness efforts. 2013 was the driest year on record. State reservoirs are low and local reservoir capacity is dropping. 4.1 million acre feet of water was requested and only 205,0000 acre feet were delivered. This is the lowest allocation in 54-year history of the State Water Project. A map showing Statewide Reservoir Levels was displayed. Reservoir levels: Diamond Valley - 68% June 1st and 54% August 11th; Oroville - 49% June 1st and 34% August 11th; Shasta - 48% June 1st and 33% August 11th; and San Luis 41% June 1st and 20% August 11th. EMWD's Water Contingency Plan consists of five stages including a progressive action toward possible elimination of all outdoor use. EMWD is currently in Stage 3a that includes mandatory reductions, no variances for filling swimming pools or establishing new landscaping, leaks must be repaired within 48 hours and penalties for water waste may be applied. EMWD has always had a fine structure in place. One warning letter will be issued. Second violation will result in fines: \$25.00 for residential customers; and \$100 for commercial customers. EMWD staff

must witness the violation in order to issue a fine. We are currently adding temporary staff to follow-up on the high call volume. The water waste hotline is (951) 928-3777, ext. 3306. EMWD's goal isn't to issue fines, the goal is to get people to recognize the issue and help resolve it. The following are ways that residents can conserve water. Proper outdoor irrigation: water between 9 p.m. - 6 a.m. for short intervals; avoid runoff; and reduce irrigation by 1 day per week. Install Inland Empire garden friendly plant species. Rebates are available to remove turf grass, in the amount of \$2 per square foot. Use weather-based irrigation controllers.

Mayor Smith, thanked Kevin Pearson for the presentation and the good practical common sense advice.

Mr. Pearson, if EMWD gets a complaint outside of our service area the correct agency will be contacted.

City Council Business Consent Calendar

7. **Recommendation by Finance** – Warrant Registers
 - a. Warrant registers dated August 7, 2014 in the amount of \$1,859,598.38 and August 11, 2014 in the amount of \$5,970,858.81. Payroll for the period of July 21, 2014 to August 3, 2014 was \$607,437.73.

8. **Recommendation by Finance** – Agreement for Services, Carl Warren & Company
 - a. Approve agreement with Carl Warren & Company to provide insurance claims administration for the City for an initial term of two years (July 2, 2014-June 30, 2016) at a flat rate of \$32,000 per year, plus the actual costs of obtaining documents, mileage reimbursements (at IRS rate), and other miscellaneous expenses.

9. **Recommendation by Finance** – Removal of Delinquent Special Tax Installments from County Tax Roll for 2013-2014
 - a. Authorize a request to the County to remove the delinquent special tax installment from the County's 2013-2014 Tax Roll for Assessor's Parcel Number 455-470-013-9, CFD No. 1999-1 (Heartland Project).
Resolution No. 4595

10. **Recommendation by Finance** – Authorization to Proceed on the Abatement of Lead Paint for 622 S. Carmalita St.
 - a. Authorize the City Manager to enter into contract with ICI Inc., for lead abatement in the amount of \$19,307; with Dan Marana Construction for repairs and reconstruction in the amount of \$29,280, with J&M Environmental for testing in the amount of \$1,350, and approve miscellaneous relocation costs. Total project cost will exceed \$50,000 City Council approval is needed.

11. **Recommendation by Public Works** – Storm Debris Hauling Costs – Supplemental Appropriation
 - a. Authorize the Interim Finance Director to record a supplemental appropriation in the amount of \$12,760.00 in Fund 255-8250-2450 for payment of storm related debris hauling costs.

12. **Recommendation by Engineering** – Parcel Map 36646 – Tractor Supply Company – California Gold Development Corporation, South side of Florida Avenue, East of Cawston Avenue
 - a. Accept Parcel Map No. 36646 for approval; and
 - b. Authorize the City Clerk to process the map for recordation with the Riverside County Recorder’s Office.

13. **Recommendation by Public Works** – Agreement for Consultant Services with CarteGraph Systems, Inc. for Asset Data Collection
 - a. Approve the Consultant Services Agreement with CarteGraph Systems, Inc. to provide street level mapping and data collection services on public works infrastructure; and
 - b. Authorize the City Manager to execute any necessary contract and purchase orders to support the project in an amount not to exceed \$284,876.00.

14. **Recommendation by Community Development** - Award of contract for Board-Up and Abatement Services
 - a. Authorize the City manager to execute an agreement with Real Estate Resource, Inc., to provide Code Enforcement Board-Up and Abatement Services for an amount not to exceed \$50,000 annually.

15. **Recommendation by Police** - Acceptance of 2013/2014 Indian Gaming Grant and Expenditure Plan
 - a. Accept the 2013 & 2014 Indian Gaming Mitigation Grants in the amounts of \$173,511.33 and \$305,724.00; and
 - b. Approve the grant funding expenditure plan.

16. **Recommendation by Police** - Purchase of 8 Field Command Units
 - a. Authorize the City Manager to approve the purchase order for 8 field command police interceptors from Gosch Ford in Hemet in the amount of \$228,782.48.

Item Nos. 10, 11, 13, 14 and 16 were removed from the Consent Calendar. **Mayor Pro Tem Milne moved and Council Member Youssef seconded a motion to approve the remaining Consent Calendar items. Motion carried 5-0.**

Item No. 10

Council Member Wright, asked if the contractor will share in the additional costs incurred. **Tom Kanarr, Interim Finance Director**, NSP rules were not clear and differ from other Federal programs. It was determined that the work was done incorrectly during the 2013 HUD audit. There were 51 homes inspected and this was the only one with a problem. The contractor will not be held responsible. The contract completed the work as instructed. **Council Member Krupa moved and Mayor Pro Tem Milne seconded a motion to approve this item as presented. Motion carried 5-0.**

Item No. 11

Council Member Wright, commended City Staff and CR&R for coming to the table and accepting a fair cost for the service.

Kris Jensen, Public Works Director, thanked Charles Russell and CR&R's staff for working it out. CR&R had one truck and one staff member dedicated to the City for one month. **Council Member Wright moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 5-0.**

Item No. 13

Mayor Smith, asked what the street level mapping will look like.

Kris Jensen, Public Works Director, it will be a snapshot in time that will look much like google mapping. This will give us a way to collect data for pavement condition indexing and information on the City's street level right of way assets. The mapping can be done periodically to update the information. Staff will be trained to update the mapping. Updates made between CarteGraph and the City's GIS System will be shared.

The City Council and staff discussed the cost between hiring Cartegraph to do the street level video in the future or to do the video in house. The City Council and staff discussed the availability of the information to the public.

Ms. Jensen, the video will be completed and then data and assets will be collected from the street level video.

Mayor Smith, explained the technology that Lake Elsinore has available to applicants and expressed a desire to move in that direction.

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

Item No. 14

Council Member Wright, expressed concern that the same person reporting the nuisance is also doing the work to abate the nuisance.

Deanna Elliano, Community Development Director, explained that the decision to abate is made by Code Enforcement.

The City Council and staff discussed the boarded windows on Florida Avenue and the maximum time they can remain. The ordinance allows staff to begin the citation process after 6 months. The ordinance also requires that board ups be the same color as the structure.

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

Item No. 16

Chief Brown, these are not typical police cruisers, these are SUV's on a Ford Explorer platform only sold to Police Departments and referred to as "Police Interceptors". 4 of the vehicles will be outfitted with cages, painted black and white and assigned to patrol as Command Units. The remaining 4 will not be capable of transporting prisoners. All 8 will be equipped to serve as Field Command Units with technology to operate an EOC for major events. The vehicles will include quad banded interoperable radios, GPS mapping technology, access to ALPR software, enhanced weaponry and pursuit intervention tools. The vehicles will be driven by the supervisors responsible to command major incidents from the field.

The City Council and staff discussed their pursuit capabilities and safety factor including roll over concerns. These vehicles are replacing the departments 8 highest mileage and/or maintenance heavy vehicles. The Department would still like to purchase 2 addition Police Interceptors when funding is available. The County of Riverside bid the vehicles, which was won by Gosch Ford, afterwhich it was determined that the vehicles did not meet the County's

specifications. The County of Riverside requires that all vehicles be all wheel drive. These vehicles are front wheel drive, which we are comfortable with. The warrantee begins at the date of sale. Any vehicle with a police officer in it has a potential for pursuit. It is the department's policy to cancel any pursuit that is determined to be dangerous.

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

Successor Agency Consent Calendar

17. **Recommendation by Finance** – RDA Bonds Refinancing Documents
- a. Approve the issuance of refunding bonds in order to refund the outstanding bonds of the dissolved City of Hemet RDA and related bond documents, and request the Oversight Board approval of these actions.
Resolution No. 4596

Council Member Youssef moved and Council Member Krupa seconded a motion to approve the Successor Agency Consent Calendar as presented. Motion carried 5-0.

Approval of Minutes

18. August 12, 2014
- Council Member Krupa**, requested that the words "and unachievable" be removed from Item No. 8 on page 4. Council Member Krupa did not attend the SCAG and Tourism meetings. **Council Member Krupa moved and Mayor Smith seconded a motion to approve the minutes as amended. Motion carried 5-0.**
-

Public Hearing

19. **Levy of Delinquent Solid Waste Hauling Fees and Charges for Calendar Year 2013** – Public Works Director Jensen
- a. Conduct a public hearing; and
 - b. Adopt a resolution confirming the annual report of Calendar 2013 Delinquent Solid Waste Handling Fees and authorizing the levy of said fees as a special assessment on the Riverside County Property Tax Roll.
Resolution No. 4597

Kris Jensen, Public Works Director, gave the City Council a powerpoint presentation that explained the process that CR&R followed to place delinquent accounts on the tax roll per Chapter 62, Section 62-24.B of the Hemet Municipal Code. CR&R provided a report to the City of delinquent accounts for the previous calendar year. For the calendar year of 2013 the delinquent accounts totaled \$49,991.85. The City scheduled a public hearing for protests and objections. A 10-day notice of hearing was mailed to property owners/account holders. The City may revise the report prior to submission. The City Council will confirm the report with the adoption of the proposed resolution to be filed with Riverside County for placement of special assessments. Collection occurs through property tax billing. Payments can still be paid through Thursday, August 28, 2014 the report will be submitted to the County on September

2, 2014. Staff is recommending that the City Council conduct a public hearing to address any objections or protests and consider adoption of the resolution.

Mayor Pro Tem Milne declared the Public Hearing opened at 8:05 p.m.

There were no public comments presented at this time. There were no written protests or objections received.

Mayor Pro Tem Milne declared the Public Hearing closed at 8:05 p.m.

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

Discussion/Action Item

20. **Rent Review Commission – Owner Representative** – City Clerk McComas

- a. Appoint Diane Struve as the Owner Representative on the City's Rent Review Commission in accordance with Ordinance No. 772. This appointment would be for a three year term expiring on March 18, 2017.

Sarah McComas, City Clerk, recommended that the City Council consider appointing Diane Struve to the Rent Review Commission as the Owner Representative. Ms. Struve was recommended by the Western Manufactured Housing Communities to serve as the owner representative. She was not able to attend the meeting, however attached to the staff report is a letter from Ms. Struve and the Western Manufactured Housing Communities recommending appointment. Ordinance 772 was adopted by a vote of the residents and very limiting. The restrictions regarding the owner representative has made it difficult to convene this commission in the past.

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

21. **Rent Review Commission – Tenant Representative** – City Clerk McComas

- a. Interview and consider appointment of Larry Graves or Arlene Benson as the Tenant Representative on the City's Rent Review Commission in accordance with Ordinance No. 772. This appointment would be for a three year term expiring on March 18, 2017.

Sarah McComas, City Clerk, the Valley Mobilehome Residents Association submitted applications for Larry Graves and Arlene Benson for the tenant representative on the Rent Review Commission. Ms. Benson was not able to attend the meeting. Mr. Graves is present.

Larry Graves, I am currently the President of the Hemet West HOA and Golden State Manufactured-Home Owners League, Chapter 0488. Mr. Graves feels very strong about the need to have this commission and expressed interest in serving as the tenant representative. The City Council discussed the fact that both Ms. Struve and Mr. Graves reside in Hemet West and the potential conflict if a request to convene the commission comes from Hemet West residents.

Council Member Youssef moved and Council Member Wright seconded a motion to appointment Larry Graves. Motion carried 5-0.

Sarah McComas, City Clerk, asked the City Council for assistance in finding interested residents to fill the two at-large vacancies on the Rent Review Commission.

Communications from the Public

There were no communications from the public presented at this time.

City Council Reports

22. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association

Saturday, August 23rd was the final performance of Zorro for 2014.

4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)
6. Watermaster Board

Council Member Krupa, the Watermaster Board heard an explanation of the Bond Issue that will be on the November ballot. A large part of the bill is regarding storage and guidelines imposing water plans. This area already has a plan and is an adjudicated basin.

B. Council Member Wright

1. Park Commission
2. Planning Commission

Council Member Wright, the Commission approved a subdivision of 2.5 acres into 2 parcels in the downtown area. Also a workstudy on storage containers which is a concern, businesses are using them as part of their business, not just for storage. Staff is looking into how other cities are handling it.

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

Council Member Wright, attended the successful grand opening of the Tractor Supply Co. **Council Member Wright**, patronized the newly opened Downtown Deli and Coffee Co.

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
7. Letters to President Obama and Mexican President Peña Nieto supporting the release of Marine Sergeant Andrew Tahmooressi

Mayor Pro Tem Milne, Assembly Member Melendez is requesting that City's send letters signed by the Mayor.

The City Council concurred.

Mayor Pro Tem Milne, attended the grand opening of the Tractor Supply Co. and every day since.

Mayor Pro Tem Milne, was glad that she couldn't find a parking spot at the mall because of Hobby Lobby.

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. Hemet Community Activities

Mayor Smith, stopped by Hobby Lobby to see how they were doing. Corporate is thrilled by the support from the City and the community. Mayor Smith also stopped by Tractor Supply Co. to say "Hi" to the store manager. Mayor Smith encouraged the Council Members to stop by new businesses after the ribbon cutting to show continued support.

Mayor Smith, suggested that the Council Members pick two restaurants and presented them with the City's "Dine Hemet" Certificate. Send a picture to John Jansons.

Council Member Wright, suggested that the City Logo be added to the certificate.

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

Wally Hill, City Manager, Rick Bishop, WRCOG is requesting to give an annual update at an upcoming meeting.

The City Council gave direction to staff to schedule the update.

Future Agenda Items

Procedures for mandatory water restrictions

Adjournment

Adjourned at 8:32 p.m. to Tuesday, September 9, 2014 at 7:00 p.m.



Staff Report

To: Honorable Mayor and Members of the City Council

From: Wally Hill, City Manger
Eric Vail, City Attorney

Date: September 9, 2014

Re: Implementation of City's Last, Best and Final Offer as to the Hemet Fire Fighters Association; Rejection of Final Factfinding Recommendations

RECOMMENDATION:

It is respectfully recommended that the City Council:

1. Conduct an informal hearing at which City Staff and HFFA may present their positions and other relevant information to Council regarding the impasse and the proposed imposition of the City's Last, Best and Final Offer; and,
2. Acknowledge receipt of the Final Factfinding Report dated August 25, 2014, together with dissenting opinions, and reject the recommendations contained within the Report; and,
3. Approve imposition of the terms of the City's April 23, 2014 Last, Best and Final Offer [See Attachment "A"] as to the Hemet Fire Fighters' Association.

BACKGROUND:

The last Memorandum of Understanding ("MOU") between the City and the Hemet Fire Fighters' Association (HFFA) expired on October 31, 2013. The City and the HFFA were unable to reach an agreement on the decision and effects of the City potentially contracting with Riverside County Fire for fire protection and emergency medical services (Fire Services) or, in the alternative, of the terms of a successor MOU. On May 13, 2014, the Council voted to declare impasse and to impose the terms of the City's Last, Best and Final Offer to the HFFA, subject to HFFA rights to request mediation and factfinding.

On September 26, 2012, the City notified the HFFA of the City's intent to explore the feasibility of contracting out Fire. Since that time, the City provided HFFA with multiple opportunities to meet and confer with the City regarding both a successor MOU and the decision and effects of potentially contracting out Fire Services. Aside from many informal discussions, the parties met and conferred on August 28, 2013, November 4, 2013 (telephonic), December 9, 2013, January 13, January 22, February 5, March 5, March 19, March 31 and April 21, 2014. During that time, the parties exchanged multiple proposals on a successor MOU as well as the decision and effects of potentially contracting out. These proposals covered all the issues raised by the parties in their discussions.

On April 23, 2014, the City rejected HFFA's third proposal for a successor MOU and issued a Last, Best and Final Offer on the Decision and Effects of Contracting Out. [See Attachment A]. On May 8, 2014, HFFA rejected the City's Last, Best and Final Offer and presented a fourth proposal for a successor MOU, which set forth HFFA's position, once again on why the City should not contract out Fire Services to Riverside County Fire. HFFA's fourth proposal did not achieve the City's express objectives associated with contracting out Fire Services and did not address the City's Last, Best and Final Offer, and was therefore rejected by the City on May 13, 2014.

After more than a year and a half of discussions, meetings, and negotiations, the parties remain deadlocked on major issues and are approximately \$4,000,000 apart in their respective positions with no likelihood that the HFFA would entertain the City's Last, Best and Final Offer or that a proposal by HFFA would achieve any of the City's objectives. Under these circumstances, on May 13, 2014, the City Council determined that negotiations were futile and the possibility of reaching a resolution by direct discussion and negotiation had been exhausted.

Pursuant to Government Code Section 3505.4, the City declared that an impasse in its negotiations with HFFA had been reached and the City invoked the impasse procedures established by the City's Employer Employee Resolution (Municipal Code, Chapter 54, Article II Section 54-49(f)(2)). The impasse was declared by letter dated May 14, 2014¹ to the HFFA's legal counsel and included a detailed "Statement in Support of Impasse Declaration on Decision and Effects to Contract Out Fire and Emergency Medical Services." [See Attachment "B"]. A summary of the parties' positions at the time of impasse is included as an attachment to this report. [See Attachment "C"].

Thereafter, HFFA made a request for nonbinding mediation which, as allowed by law, was rejected by the City because of HFFA's previous representation that HFFA would pursue factfinding pursuant to Government Code Section 3505.4. Thereafter, HFFA made a request for factfinding pursuant to Government Code Section 3505.4. The parties selected a three person panel, with attorney Daniel Saling as the neutral chair of

¹ The letter, dated May 14, 2012, contains a typo. The correct date of the letter should be May 14, 2014.

the panel, Rob Wexler, Esq., as the HFFA representative on the panel, and Eric Vail, Esq., as the City's representative of the panel. The factfinding panel met and heard argument and testimony from both the City and HFFA on July 28, 29, and 30, 2014. The panel members subsequently met on August 18, 2014, to finalize the report and to discuss whether the City and HFFA representatives would lodge dissenting opinions. The factfinder's Final Report was issued on August 25, 2014, and both the City and HFFA representative filed partial dissents. [See Attachment "D"]. Pursuant to Government Code Section 3504.5, the findings and recommendations contained in the Final Report are not binding on either the City or HFFA, nor do they hold any precedential value or evidentiary weight. The City made the report public by posting on its website on August 28, 2014.

ANALYSIS:

The City's Last, Best and Final Offer provides an equitable transition package to mitigate the effects a City Council decision to contract Fire Services with Riverside County Fire would have on HFFA members. [See Attachment "A"]. There is obviously continued disagreement between the parties regarding what is considered equitable and whether or not the City should contract out Fire Services. However, given the City's long-term structural deficit, the corresponding need to implement long-term cost management measures, while at the same time ensuring Hemet citizens the highest level of services feasible, the terms of the City's Last, Best and Final Offer best achieves the City's objectives. HFFA did not directly respond to the City's Last, Best and Final Offer and its fourth proposal for a successor MOU did not address the option of the City contracting Fire Services. The City's response to these items is provided in detail in Attachment "B".

For these reasons and those detailed in the Attachments, it is recommended that the City Council implement the City's April 23, 2014 Last, Best and Final Offer as to the HFFA in accordance with the authority set forth in the City's Employer-Employee Relations resolution (Municipal Code, Art. II., Sec. 54-41 *et seq.*).

While the City appreciates the time and professional acumen of the Factfinding Panel, the recommendations contained in the Final Report do not achieve the City's objectives. [See Attachment "D"]. While the City concurs with certain statements and recommendations stated in the Final Report, as noted in the Partial Dissent of the City's Representative, taken as a whole, the City must reject the Final Report and instead seek to implement the terms of its April 23, 2014 Last, Best and Final Offer. [See Attachment "A"].

The City's Last, Best and Final Offer regarding the effects of any decision to contract Fire Services with Riverside County provides for the terms and conditions of the transition of HFFA members from the City of Hemet service employment to service employment by the State of California, Department of Forestry and Fire Protection. Should the Council decide to contract Fire Services with Riverside County Fire, then

the terms of the existing, but expired, MOU with HFFA would remain in effect until the transition is complete.

POTENTIAL ALTERNATIVE ACTIONS:

These alternatives are available, but are not recommended:

1. Impose the City's Last, Best and Final Offer, but modified to accord with the recommendations of the Final Factfinding Report.
2. Decide not to impose the City's Last, Best and Final Offer and instead reopen negotiations with HFFA on the effects of a decision to contract out Fire Services.
3. Decide not to impose the City's Last, Best and Final Offer, and instead accept the HFFA's fourth proposal for a successor MOU.

FINANCIAL IMPACT:

The financial impact of implementing the Last, Best and Final Offer is summarized in Attachment "C" and is approximate, plus the amount necessary to payout accrued but unused vacation time to HFFA members who retire or transition to Riverside County Fire or to other employment opportunities.

Respectfully Submitted,



Wally Hill, City Manager

Approved as to Form:



Eric Vail, City Attorney

Attachment

- A. City's Last, Best and Final Offer dated April 23, 2014.
- B. City's Declaration of Impasse and Statement in Support of Impasse Declaration on Decision and Effects to Contract Out Fire and Emergency Medical Services dated May 14, 2014.
- C. The City of Hemet's Summary of the Parties' Position on Bargaining the Effects of Contracting Out in Support of City's Declaration of Impasse, dated May 14, 2014.
- D. Final Factfinding Report dated August 25, 2014.

ATTACHMENT "A"

City's Last, Best and Final Offer dated April 23, 2014

City of Hemet's Last, Best and Final Offer to the Hemet Fire Fighters' Association re: the Decision to Contract Out Fire and Emergency Medical Services

April 23, 2014

Preliminary statement: On September 26, 2012, the City notified the Hemet Fire Fighters' Association (HFFA) of the City's intent to explore the feasibility of contracting out fire protection and emergency medical services. Since that time, the City provided HFFA with multiple opportunities to meet and confer with the City regarding contracting out. The parties met and conferred on August 28, 2013, November 4, 2013 (telephonic) December 9, 2013, January 13, January 22, February 5, March 5, March 19, March 31 and April 21, 2014.

Through the meet and confer process, the parties considered the costs and benefits associated with the proposal presented by Riverside County Fire (RCF) (Attachment 1) and the Hemet Fire Department's (HFD) proposals. (Attachment 2) The parties also met and conferred over a successor memorandum of understanding in an attempt to reach an agreement on the terms and conditions that would govern in the event the City decided to accept one of the HFD proposals. (Attachment 3) The City's position is that the RCF proposal for an integrated, regional service delivery model is superior as it will provide equal or better service levels and response times, provides additional or enhanced valuable services such as paramedic services, Emergency Medical Dispatch, emergency preparedness, fire prevention, and master planning, and offers better budget management and cost management.

The RCF proposal uses the California Department of Forestry and Fire Protection (a.k.a. CAL FIRE) as its service provider. RCF's proposal would use the City's four currently active fire stations, supplemented by responses from County Fire Stations in the surrounding unincorporated areas, as part of an integrated, regional fire and emergency medical services system. RCF would provide paramedic-level non-transport emergency medical services. RCF would also deploy an Emergency Medical Dispatch model, in which dispatchers elicit more information about medical situations and provide pre-arrival care instructions.

The RCF proposal will meet the existing level of service and presents the opportunity for an enhanced level of service in the following manner:

- **Integrated regional service model:** RCF will meet or exceed existing service levels and response times through an integrated, regional service model, will report its response time performance at least quarterly, and, if General Plan performance standards are not achieved for two consecutive quarters, provide written report and recommendations on

how best to achieve compliance. The regional approach to service delivery offers realistic opportunities for some improvements in response times, as units could respond from adjacent County Fire stations when they are the closest available units. HFD does not currently meet General Plan performance standards.

- **Paramedic Services:** RCF has a proven track record of providing paramedic level emergency medical services, while the HFD would be initiating that new level of service
- **Emergency Medical Dispatch:** RCF proposes Emergency Medical Dispatching (EMD), which provides pre-arrival patient care instructions. The HFD does not provide EMD. The service advantage is compelling because about 87% of calls are for emergency medical services.
- **Emergency Preparedness:** RCF will provide enhanced experience and capabilities in emergency preparedness and emergency incident management. RCF proposes a half-time Emergency Services Coordinator for local Emergency Operations Center management, support of the City's Disaster Planning Commission, and grant-seeking support. The City will also be able to draw upon the support of the County's Office of Emergency Services' incident management, disaster prevention and mitigation, and disaster recovery activities.
- **Fire Prevention:** RCF offers greater security of an adequate fire prevention effort. RCF proposes a full-time Fire Safety Supervisor for fire prevention/inspection activities, while HFD proposes a half-time fire prevention consultant, supplemented by fire station staff inspections.
- **Management Expertise:** RCF provides greater management expertise. RCF has agreed to assist with the preparation of a master plan for Hemet/EMS services.
- **Staffing and Equipment Resources:** RCF will provide more resources to draw upon to ensure staff and equipment availability.

It is the City's position that the RCF proposal provides for better budget management, opportunities for cost savings, and possibly lower actual costs to meet the level of service mandated by the City Council:

- **Budget Management:** RCF has a superior record of budget management, operating on average, at 95% of budget. HFD has exceeded its budget 50% of the time over the last 8 fiscal years. HFD has routinely exceeded its overtime budget.

- **Labor Costs and Productivity:** RCF has a better record of controlling labor costs and productivity. RCF salaries and benefits are lower and CalFIRE firefighters' work schedules average 830 more hours of service per year. RCF offers a more efficient management model for the City as Fire Chief and other management/overhead staff can be shared over the broader regional integrated service delivery model. The regional model provides more experience and capabilities in emergency preparedness, emergency incident management and fire prevention.
- **Cost Savings based on proposals:** A comparison of the RCF proposal with the two models presented by HFD suggests that the RCF will achieve cost savings when compared to HFD's model that utilizes a staffed ladder truck without the squad option and may result in additional actual cost when compared with the HFD model that utilizes a City squad with a cross-staffed ladder truck. (Attachment 4) However, as noted below, the HFD model does not account for costs associated with vehicle replacement. Further, the HFD's proposed OT budget does not appear to be realistic, when compared to past performance.
- **Cost benefits that have yet to be quantified:** City may convey title of vehicles to County, eliminating costs associated with vehicle maintenance, vehicle replacement and insurance. City could auction off surplus vehicles. The City would no longer bear the time and costs of labor negotiations.

The City has also given consideration to several advantages that the HFD proposal, coupled with the HFFA's proposal for a five year successor MOU present. (Attachment 3) Those potential advantages include the following:

- **Control over labor costs:** The City would maintain control over labor negotiations, which provides potential for greater control over labor costs. In the near term, among the concessions offered, HFFA has proposed no salary increase for the duration of a proposed 5 year successor MOU, an additional 3% contribution to PERS by the third year, and a maximum of 5% differential for paramedic services. However, as noted above, the historical pattern has been that the City has been less successful than CalFIRE in negotiating competitive labor costs and productivity standards.
- **Greater control over local resources:** Under the HFD model, the City would maintain full control over delivery of fire services, including the response to requests for assistance in deploying resources outside the City.

- **No learning curve:** HFD does not need any orientation on City addresses, traffic and site conditions.
- **Dedicated Staffing:** HFFA asserts that the HFD staffing model is superior because it provides a dedicated Fire Chief, and 3 dedicated Battalion Chiefs, instead of 2 shared and 1 dedicated under the RCF proposal. However, as noted above, the regional, integrated model offers greater staffing resources to draw upon to provide services that are currently not performed or underperformed by HFD.
- **Reduced dispatching time:** Under the HFD model, calls are not forwarded from the HFD to the Riverside County Fire/Emergency Command Center for dispatching, which may result in small savings of up to 15 seconds in dispatch time per call.

Despite the potential advantages associated with the HFD proposal and the concessions to wages and benefits that HFFA offered in connection with the successor MOU negotiations, the parties were unable to reach an agreement for a successor MOU that would overcome the projected benefits of the RCF proposal in providing equal or better service levels, better budget and cost management, as well as additional or enhanced valuable services.

City of Hemet's Last, Best and Final Offer to the Hemet Fire Fighters' Association re: the Effects of a Decision to Contract Out Fire and Emergency Medical Services

April 23, 2014

Preliminary statement: On September 26, 2012, the City notified the Hemet Fire Fighters' Association (HFFA) of the City's intent to explore the feasibility of contracting out fire protection and emergency medical services. Since that time, the City provided HFFA with multiple opportunities to meet and confer with the City regarding contracting out. The parties met and conferred on August 28, 2013, November 4, 2013 (telephonic) December 9, 2013, January 13, January 22, February 5, March 5, March 19, March 31 and April 21, 2014.

As a result of the meet and confer process, as well as earlier meetings the City had with HFFA regarding contracting out fire services prior to the expiration of the MOU, the following effects have been identified:

- Severance packages for impacted employees who either retire or do not make the transition
- Benefits offered to employees who make the transition for CalFIRE
- Process and timing for the State of California's analysis of which employment positions, if any, are or will be available to potentially fill with Hemet Fire Department Employees.

The City presents the following offer regarding the effects of contracting out fire services in the event the City Council makes a final decision to enter into a Cooperative Agreement with Riverside County Fire (RCF) to provide fire and emergency medical services within the boundaries of the City of Hemet.

I. Proposal re: Impacted Employees Who Do Not Make The Transition

A. Vacation cash out: 100% cash out accrued vacation

B. Sick leave cash out: Cash out of sick leave, per MOU percentage, but at current rate of pay and no requirement of retirement

C. Retiree medical: One-time payment for retiree medical for those who have 15+ years of service but who are not eligible to retire in the amount of \$100/month for every month of service

D. **Severance:** One-time payment equal to: (1) two weeks base salary for employees with 1-5 years of services; (2) one month base salary for employees with greater than 5 years of service.

II. Proposal re: Impacted Employees Who Are Eligible to Retire and Who Elect to Retire

A. **Vacation cash out:** 100% cash out accrued vacation

B. **Sick leave cash out:** Cash out of sick leave per MOU percentage, but at current rate of pay and no requirement of retirement

C. **Retiree medical:** Retiree Medical benefits per Retiree Medical Policy

III. Proposal re: Impacted Employees Who Make The Transition

A. **Vacation cash out:** 100% of cash out of accrued vacation

B. **Sick leave cash out:** Cash out of sick leave per MOU percentage, but at current rate of pay and no requirement of retirement

C. **Retiree medical:** One-time payment for retiree medical for those who have 15+ years of service but who are not eligible to retire in the amount of \$100/month for every month of service.

D. **Process and timing for State of California's analysis:** The parties were unable to reach an agreement to facilitate the commencement of this process prior to the City Council's final decision on this matter.

E. All additional terms and condition identified in the table below.

Issue	The City of Hemet's Last Best and Final Offer
Union Representation	Fire protection employees in rank and file classifications who are transitioned to state civil service will be represented by CDFP (Bargaining Unit 8). <i>(non-negotiable)</i>
State Civil Service Classification	The State civil service classification is determined by evaluating City of Hemet's Fire Department employees' existing classifications and duty statement compared to the same or similar classifications used within CAL FIRE. As close a match as possible is made and the employees are then transferred into those State civil service classifications. <i>The parties reached agreement on job descriptions for the Firefighter Paramedic; Engineer Paramedic..</i>

Issue	The City of Hemet's Last Best and Final Offer
Transfer of acting duty BCs	<i>Acting duty Battalion Chiefs will be transferred at their regular rank, not the acting rank.</i>
Permanent Appointment	<p>City of Hemet Fire Department employees who are transferred into CAL FIRE are assured of permanent appointments. The process is prescribed clearly in law and takes from three to four months to process. Officially, these employees become State civil service employees "without the benefit of civil service examination." The employees who are transferred do not serve a probationary period unless they are currently on probation. HFFA members on probation at the time of transition will be required to serve one year of probation with CAL Fire. The State Personnel Board makes the civil service appointment at one of their regularly scheduled public hearings. RCF's proposal provides that CAL FIRE closely follows the guidelines established in the State Constitution for the transition of employees into State civil service that result from these cooperative agreements.</p>
Salary	<p>Once the State civil service classification is determined, the City of Hemet Fire Department employees' existing salaries at the time of transition will be compared to that of the new classifications. If the employees are within the minimum and maximum of the salary range for the State civil service classifications, the employees will retain that salary. If the employees' salaries are below the minimum of the State civil service classifications, the salaries will be raised to the minimum of the classification and the employees will be given annual step increases (e.g., merit salary adjustment, etc.) until they have reached the maximum salary range of the civil service classification.</p> <p>As explained below, CAL FIRE employees are paid their base pay plus any applicable pay differentials once per calendar month. Fire protection employees receive a supplemental check at the end of each 28-day work period for Extended Duty Week Compensation (EDWC) as well as unplanned overtime.</p>
Base Pay	<p>A fire protection employee's monthly salary is based on a work schedule for an average 53 hours per week, which is established by the Federal Fair Labor Standards Act (FLSA) as the standard work week for firefighters eligible for Section 7k of the FLSA.</p>
Extended Duty Work Week Compensation	<p>Additional compensation for CAL FIRE fire protection employees is calculated on a 28-day work period. Since CAL FIRE employees predominantly work a scheduled 72-hour work week, a portion of these scheduled hours are eligible for additional compensation under the FLSA (i.e., the difference between 53 hours</p>

Issue	The City of Hemet's Last Best and Final Offer
	and 72 hours per week). This additional compensation is known as EDWC. A supplemental check at the end of the 28-day work period is issued to compensate the employees for EDWC and for any unplanned overtime that was worked during the 28-day period. EDWC counts as income for California Public Employees Retirement System (CalPERS) retirement calculation purposes. Unplanned overtime does not count as compensation for CalPERS retirement calculation purposes.
Current Cal Fire Pay Rate	See Exhibit A to RCF Proposal dated December 3, 2012, which the City provided to HFFA.
Work Schedule	72 hour work week
Educational Incentive Pay Differential	<p>Eligible CAL FIRE employees who have completed their JAC apprenticeship and reached journey level status may be compensated with an additional educational incentive of \$75.00 per monthly pay period.</p> <p>Permanent employees in specific classifications that do not require JAC certification may also be eligible for this incentive if they have completed 60 units from an accredited community college, college, or university.</p>
Longevity Pay Differential	<p>Eligible CAL FIRE employees who have achieved certain benchmarks in years of service may receive a monthly pay differential at a percentage rate calculated on the employee's base salary as follows:</p> <p>17 and 18 years / 1% of base pay</p> <p>19 years/ 2% of base pay</p> <p>20 years/ 3% of base pay</p> <p>21 years/ 4% of base pay</p> <p>22, 23, and 24 years/ 5% of base pay</p> <p>25 years and above/ 7% of base pay</p>
Other Differentials	Cal FIRE determines differentials on a case by case, based upon a demonstrated need for the particular language skill.
Special Assignment pay	\$150/month

Issue	The City of Hemet's Last Best and Final Offer
Tuition Reimbursement	Per Section 12.5 of the applicable MOU, CalFIRE pays up to 50% of tuition, fees, and course-related books, not to exceed Department limits. Limitations to be determined.
Merit Salary Adjustments	If the employee is not at the maximum salary rate for the class he/she is transferred to, he/she will be eligible for a merit salary increase after twelve (12) qualifying pay periods following the date of entry into state service.
Seniority	<p>Once transitioned, service with the City of Hemet will be reviewed and credited to employees based on the State's qualifying service requirement. Currently, a State employee must have 11 or more working days of paid time per month for the month to be qualifying. For each qualifying month, Hemet employees will receive one month of state service. State service is used to determine certain benefits, including longevity pay and vacation/annual leave accrual rates.</p> <p>Seniority is used for purposes of certain benefits (longevity, vacation /accrual), transfers, layoffs, or demotions, but not for determining eligibility for retiree medical.</p>
Probationary Period	Hemet Fire Department employees holding positions with the City for more than one year immediately preceding the effective date of blanketing-in shall continue to hold such positions as permanent state civil service employees. Fire Department employees holding positions with the City for less than one year immediately preceding the effective date of such action shall be required to serve a one year probation period in CAL FIRE service and continue to hold such positions subject to the probationary period established for the class to which transferred. Most fire suppression classes have one year probation periods.
Promotions, Transfer and Assignments	<p>Hemet Fire Department employees who are transitioned into CAL FIRE are fully tenured employees and enjoy the same rights, privileges, and opportunities that any other CAL FIRE employee of the same classification and seniority would receive. Employees would be eligible to compete for promotion if they meet the minimum qualifications of the civil service classification.</p> <p>Hemet Fire Department employees would be eligible to transfer or ask for re-assignment anywhere in California that CAL FIRE operates the same as any other CAL FIRE employee.</p> <p>Voluntary transfer rules may be found in the various MOUs dependent on the employee's civil service classification. For employees in fire protection</p>

Issue	The City of Hemet's Last Best and Final Offer
	<p>classifications, this information is contained in the MOU between CDF Firefighters Local 2881 (CDFF) and CAL FIRE.</p> <p>CAL FIRE seeks the right to involuntarily reassign within CAL FIRE due to operational needs. (RCF Proposal, p. 45)</p>
Vacation and Sick Leave Credits	<p>Vacation and sick leave credits are converted prior to being credited to an employee transitioned to the State. Credits are converted by the following formula: Hours of credit each month as a local government employee divided by the hours of credit each month a CAL FIRE employee would receive.</p> <p>As an example: A local government employee earns 12 hours of sick leave per month; CAL FIRE employees earn eight hours of sick leave per month. Thus 12 divided by eight equals 1.5. This is the conversion factor. The next step is to take the local government employee's sick leave balance and divide it by the conversion factor. This is the balance the local government employee will be allowed to carry over.</p> <p>For vacation leave credits, there is a maximum amount of hours an employee can carry over. The maximum hours are determined by calculating what the employee would earn in a year as a State employee (based on his or her credited years of State service). This is the maximum carry over amount allowed for vacation leave credits. (see page 47 of the 12/2013 RCF proposal)</p>
Annual leave v. vacation and sick leave	<p>CAL FIRE employees may choose between two patterns of accumulating leave credits: (1) annual leave or, (2) vacation and sick leave.</p> <p>Annual leave can be used as vacation or sick leave at the employee's choice. It is subject to maximum balances. The accrual rate is determined by adding four hours per month to the vacation rate for the number of years of State service the employee has.</p>
Sick Leave Accrual	<p>Sick leave is accrued at 8 hours per month. (See table at page 47 of the 12/2013 proposal) There is no maximum amount or limit. Sick leave balances at retirement can count toward service credit for retirement purposes.</p>
Vacation Accrual	<p>Vacation is accumulated at a rate based on the years of service as shown in the chart on page 47 of the 12/2013 proposal for BU 8 employees. Vacation is subject to maximum balances per year.</p>
Deferred Compensation	<p>CAL FIRE employees are eligible to participate in several tax deferred programs that invest pre-tax income into tax deferred investment accounts.</p>
Uniform Allowance	<p>Fire protection employees in eligible classifications receive \$540 per year uniform</p>

Issue	The City of Hemet's Last Best and Final Offer
	allowance and an additional \$290.00 per year work boot allowance. This counts as annual income for CalPERS retirement calculation purposes.
Benefits (Health, Vision and Dental)	<p>CAL FIRE employees are provided with health, vision, and dental benefits. The cost is dependent upon the classification of an employee, how many dependents the employee enrolls, and which plan the employee enrolls in.</p> <p>Fire protection employees are given a Consolidated Benefit (CoBEN) Allowance to offset the price of the total premium cost of benefits.</p> <p>Currently:</p> <p>EE Only: \$642/month</p> <p>EE with one dependent: \$1,218/month</p> <p>EE with two or more dependents: \$1,559/month</p>
Retirement Benefits	<p>All Cal FIRE firefighting employees are members of the CalPERS Peace Officer and Firefighter safety retirement program. The POFF retirement formula for classic members is 3.0% per year of service credit at age 55, with a maximum cap of 90%.</p> <p>New hires receive the formula of 2/7% at 57.</p> <p>Miscellaneous Members –Cal Fire employees who are not fire protection employees, belong to the CALPERS State Miscellaneous Retirement Program. The formula is 2.% at 67</p>
Post Retirement Health Care Coverage	<p>CAL FIRE employees are provided a post-retirement health care coverage paid by the employer. Vesting period is 10 years of Cal FIRE or other state service. After 10 years, employee receives 50% of the employer contribution and the employer contribution increases by 5% each year until reaching 100% employer contribution after 20 years of state service.</p> <p>Service with City of Hemet DOES NOT count towards coverage, only time actually worked in state service counts. However, prior state service counts per terms of the plan.</p>
Sick Leave Balance Payoff	Sick leave balance to be carried over to CAL FIRE employment is calculated based on a conversion factor of 0.66667. For example, 12 hours of accumulated City sick leave balance will be needed to generate 8 hours of sick leave carry over to CAL FIRE employment.

Issue	The City of Hemet's Last Best and Final Offer
	Employees with less than ten (10) years of service are eligible to carry over all of their accumulated sick leave balance to CAL FIRE employment.
Vacation Leave Balances	All employees carryover to CAL FIRE employment up to one year's worth of accrual after applying CAL FIRE's conversion factor. Anything above would be cashed out and paid within 30 days of transition date.
Merit Increases	All employees shall be granted their appropriate merit increase between the time of this agreement and the actual transition date to State Service. City of Hemet anniversary date shall be used as anniversary date.
Holidays	Specified in the applicable MOU. <i>See e.g.</i> Article 10 of the BU 8 MOU.
Shift/Station Bid Process	Shift/station selection shall be based on seniority pursuant to the current and established seniority list related to time in rank.
Reinstatement Rights	The City agrees that as of the initial contract date with RCF, each City employee that transitions, shall be given priority to return to his or her former position with the City. If at any time the City should decide to terminate its contractual relationship with RCF within the first five (5) years the parties shall immediately commence negotiations to enter into a Memorandum of Understanding.
Health Benefits	The City shall maintain all benefits related to medical, dental and vision, for all employees transitioning to State Service, pending the transition process. When coverage has been assured through State Service, City will then be released from maintaining health benefits for employees who make the transition. Benefit eligibility is based on the employee's status at the time the City enters into the contract with RCF, not based on employee's status at the time of the actual transition to State Service.

ATTACHMENT "B"

**City's Declaration of Impasse and Statement in Support of
Impasse Declaration on Decision and Effects to Contract Out
Fire and Emergency Medical Services dated May 14, 2014**

May 14, 2012

VIA E-MAIL AND FIRST CLASS MAIL

Robert M. Wexler, Esq.
Silver Hadden & Silver
1428 2nd Street
Santa Monica, CA 90401

Re: The City of Hemet's Declaration of Impasse In Its Negotiations
With the Hemet Fire Fighters' Association

Dear Mr. Wexler:

On September 26, 2012, the City notified the Hemet Fire Fighters' Association (HFFA) of the City's intent to explore the feasibility of contracting out fire protection and emergency medical services. Since that time, the City provided HFFA with multiple opportunities to meet and confer with the City regarding a successor MOU and contracting out. Aside from the many informal discussions, the parties met and conferred on August 28, 2013, November 4, 2013 (telephonic) December 9, 2013, January 13, January 22, February 5, March 5, March 19, March 31 and April 21, 2014. During that time, the parties exchanged multiple proposals on a successor MOU as well as contracting out. These proposals covered all the issues raised in our discussions.

On April 23, 2014, the City rejected HFFA's third proposal for a successor MOU and issued a Last Best and Final Offer ("LBFO") on the Decision and Effects of Contracting Out. At the time the City discussed that it had no additional flexibility on the issues relating to the decision or effects of contracting out. On May 8, 2014, HFFA rejected the City's LBFO and presented a fourth proposal for a successor MOU, which set forth HFFA's position, once again on why the City should not contract out fire and emergency medical services to Riverside County Fire ("RCF"). HFFA's fourth proposal did not come close to meeting the City's Last, Best and Final Offer on the decision or effects of a decision to contract out. In fact, HFFA's Fourth Proposal did not even respond to the City's LBFO on the effects bargaining. The City's LBFO stands as the City's response to HFFA's Fourth proposal and unless the HFFA is willing to reach agreement on the basis of the LBFO, additional meet and confer sessions would be futile.

Robert M. Wexler, Esq.
May 14, 2012
Page 2

After more than a year and a half of negotiations, the City and HFFA have not reached an agreement on the decision or effects of contracting out fire and emergency Medical Services or successor MOU and are deadlocked on major issues. The City has considered HFFA's Proposal # 4. For the reasons set forth below, HFFA's Proposal does not achieve the City's express objectives associated with contracting out and further negotiations will be futile. The possibility of reaching a settlement agreement by direct discussion and negotiation has been exhausted.

Pursuant to Government Code Section 3505.4, the City declares that an impasse in its negotiations with HFFA has been reached and the City invokes the impasse procedures established by the City's Employer Employee Resolution (Municipal Code, Chapter 54, Article II Section 54-49(f)(2)). Accordingly, absent HFFA's timely request for mediation under the City's local rules and/or fact finding pursuant to Government Code Section 3505.4, City staff will be requesting that the City Council implement the City's LBFO on the decision and effects of contracting out at the June 24, 2014 City Council meeting. City staff will be submitting to the City Council a written position statement and the City's LBFO by June 19, 2014. HFFA may also file a written position statement. Should HFFA choose to file a position statement, it must be received by no later than 9:00 am on June 19, 2014. In accordance with Municipal Code section 54-49(f)(2), the City Council will conduct an informal hearing at the regularly noticed meeting of the City Council on June 24, 2014 where the parties will have an opportunity to present additional pertinent information to the Council before it makes a final decision on the implementation of the City's LBFO on the decision and effects of contracting out.

The City remains prepared to discuss why it believes the parties are at impasse on a multi-party conference call or an in-person meeting with the members of both bargaining teams at HFFA's earliest convenience. To facilitate that discussion, the City has prepared a detailed response to HFFA's Fourth proposal, as well as HFFA's April 21, 2014 proposal on effects bargaining, which explains why the City believes the parties are at impasse. Most of the response is a summary of the reasons for our differences that have been discussed with you previously. That response is attached to this letter as Attachment A. I will attempt to arrange the conference call. Please let me know whether HFFA would like to further discuss and clarify the issue of whether the parties are at impasse.

Robert M. Wexler, Esq.
May 14, 2012
Page 3

Again, please submit HFFA's written position statement to the City Council by no later than 9:00 am on June 19, 2014 so that the City Council has adequate time to review the position statement prior to the June 24, 2014 meeting.

Very truly yours,

BURKE, WILLIAMS & SORESENSEN, LLP



DAPHNE M. ANNEET

DMA:vgj

Attachment A:
Attachment B:
Attachment C:

Attachment A

City of Hemet's Statement in Support of Impasse Declaration on Decision and Effects to Contract Out Fire and Emergency Medical Services

May 14, 2014

The Riverside County Fire ("RCF") proposal for an integrated, regional service delivery model is superior as it will provide equal or better service levels and response times. RCF can utilize economies of scale to provide additional or enhanced valuable services such as paramedic services, Emergency Medical Dispatch, emergency preparedness, fire prevention, and master planning, and offers better budget management and cost management.

The RCF proposal uses the California Department of Forestry and Fire Protection (a.k.a. CAL FIRE) as its service provider. RCF's proposal would use the City's four currently active fire stations, supplemented by responses from County Fire Stations in the surrounding unincorporated areas, as part of an integrated, regional fire and emergency medical services system. RCF would provide paramedic-level non-transport emergency medical services. RCF would also deploy an Emergency Medical Dispatch model, in which dispatchers elicit more information about medical situations and provide pre-arrival care instructions.

HFFA's proposal, which relies on a local delivery model, does not offer the benefits that RCF is able to offer through its regional delivery model and does not propose any way to achieve the benefits associated with a regional delivery model. The parties are deadlocked on their respective positions regarding the benefits and costs associated with contracting out fire and emergency medical services and further negotiations would be futile.

Specifically, the City responds to HFFA's position as follows:

The City's Response To HFFA's Position re Cost Control For 5 Years: HFFA claims that its proposal is superior because it controls costs for the next 5 years through HFFA's proposed freeze on base salary increases during the term of the agreement. However, neither HFFA nor the City can control expected increases such as PERS contribution costs, workers compensation insurance, and health insurance costs. Step increases will also continue. And, even though HFFA proposes to hold costs on salary, benefits are subject to a "me too" clause. Moreover, as discussed below, labor costs are just one component of costs associated with the provision of fire protection services.

The City's Response To HFFA's Position re Better Service, Lower Cost: The City disputes HFFA's claim that its proposal provides better services at a lower cost. HFD presented two proposals. One HFD proposal contemplates the use of a staffed ladder truck without the squad option (Option B) and the other contemplates the use of a City squad with a cross-staffed ladder truck. (Option A) HFFA's proposal #4 claims that the use of a dedicated truck company is a significant advantage of the HFFA proposal. As such, HFFA's proposal rejects Option A and adopts a model with a staffed ladder truck. That model (Option B), is more expensive than the County proposal and does not achieve any cost savings, even if HFFA is proposing to delete the squad truck.¹ (See City's Cost Comparison, Attachment B).

HFFA's proposal also claims that it will provide a better level of service through dedicated Hemet fire personnel. However, the proposal does not address how HFFA will meet or exceed the services that RCF will provide, including:

- **Integrated regional service model:** RCF will meet or exceed existing service levels and response times through an integrated, regional service model, will report its response time performance at least quarterly, and, if General Plan performance standards are not achieved for two consecutive quarters, provide written report and recommendations on how best to achieve compliance. The regional approach to service delivery offers realistic opportunities for some improvements in response times, as units could respond from adjacent County Fire stations when they are the closest available units. HFD does not currently meet General Plan performance standards.
- **Paramedic Services:** The City has stated its interest in providing its citizens with a paramedic-firefighter level of service. Firefighter paramedics ensure a high level of inpatient care, immediately upon the arrival of the fire engine on the scene. The City is currently relying on AMR to provide paramedic services and is entirely reliant on the ambulances to provide paramedic services. RCF has a proven track record of providing paramedic level emergency medical services, while the HFD would be initiating that new level of service.
- **Emergency Medical Dispatch:** RCF proposes Emergency Medical Dispatching (EMD), which provides pre-arrival patient care instructions. HFFA states that EMD is a waste of resources.

¹ HFFA's proposal does not state which model of delivery it adopts. However, the proposal touts the use of a dedicated truck engine company. A dedicated truck engine company is provided for in Option B, the more expensive of the HFD two proposals, not Option A.

However, the proposed EMD is for the provision of pre-arrival patient care instructions. It is common sense that the sooner medical care is commenced, the more likely a life can be saved and EMD provides the absolute quickest response to commence life-saving activities by instructing the lay person at the scene on how to commence the appropriate life-saving activity. The service advantage is compelling because about 87% of calls the HFFA receives are for emergency medical services for which pre-arrival patient care instructions will have a significant impact.

- HFFA's claim that Citygate opined that EMD is a waste is incorrect. Citygate opined that the use of EMD for triage purposes is not essential in the context of financial constraints. Citygate never opined that pre-arrival medical instructions is a wasted resource. However, RCF does not employ a triage method of EMD. Furthermore, Citygate opined that if cost is the City's primary concern, the City may continue to do without EMD. However, as previously stated, the City's primary focus is the provision of a cost-effective enhanced level of service.
- **Emergency Preparedness:** RCF will provide enhanced experience and capabilities in emergency preparedness and emergency incident management. RCF proposes a half-time Emergency Services Coordinator for local Emergency Operations Center management, support of the City's Disaster Planning Commission, and grant-seeking support. The City will also be able to draw upon the support of the County's Office of Emergency Services' incident management, disaster prevention and mitigation, and disaster recovery activities. HFFA's proposal does not propose any method to achieve enhanced emergency preparedness.
- **Fire Prevention:** RCF offers greater security of an adequate fire prevention effort, a key priority. Fire prevention requires adequate inspection, engineering, code enforcement, public information, public education, and fire investigation. RCF proposes a full-time Fire Safety Supervisor for fire prevention/inspection activities, while HFD proposes a half-time fire prevention consultant, supplemented by an unspecified amount of fire station staff inspections. The HFFA proposal also fails to describe how response times will be impacted, if fire station staff perform the inspections.
- **Management Expertise:** RCF provides greater management expertise. This management strength derives from RCF's experience in providing fire/EMS services for 21 cities in the County. As an

example of how the City will benefit from RCF's expertise, RCF has agreed to assist with the preparation of a master plan for Hemet/EMS services. Hemet does not currently have a master plan. The City will benefit from RCF's training staff depth and educational program resources. HFFA's proposal does not address the lack of management expertise.

- **Adequate, Supervised Verified Training:** RCF will provide a comprehensive training program that is standardized, verifiable, ongoing and realistic. HFFA's proposal does not indicate how training will be provided and paid for.
- **Staffing and Equipment Resources:** RCF will provide more resources to draw upon to ensure staff and equipment availability. These resources are not available should the City retain the local service delivery model.

Additionally HFFA's proposal does not address the City's position that the RCF proposal provides for better budget management, opportunities for cost savings, and possibly lower actual costs to meet the level of service mandated by the City Council that the RCF proposal provides:

- **Vehicle Replacement:** HFFA's proposal, once again, does not account for costs associated with vehicle replacement. The current Acting Fire Chief reports that one fire engine will need to be replaced in FY 2014-15 and another fire engine will need replacement in the near future. Replacement costs are approximately \$400,000 per vehicle, depending upon how configured. Those costs alone eliminate HFFA's projected savings in the next two fiscal years.
- **Budget Management:** RCF has a superior record of budget management, operating on average, at 95% of budget. RCF budgets labor costs on the assumption that all employees are at their final step. Because that it is not the case, RCF is able to routinely come in under the projected budget. HFD has exceeded its budget 50% of the time over the last 8 fiscal years. Nor does HFD's proposed OT budget appear to be realistic, when compared to past performance, and the deletion of two "floater" positions. Yet, HFD has routinely exceeded its overtime budget. HFFA presents no proposal on containment of OT costs, which easily outweigh HFFA's projected cost savings.

- **Labor Costs and Productivity:** HFFA's proposal does not address the City's position that RCF has a better record of controlling labor costs and productivity.
 - o RCF salaries and benefits are lower than HFFA's salaries and benefits and CalFIRE firefighters' work schedules average 830 more hours of service per year.
 - o RCF offers a more efficient management model for the City as Fire Chief and other management/overhead staff can be shared over the broader regional integrated service delivery model. The regional model provides more experience and capabilities in emergency preparedness, emergency incident management and fire prevention.
 - o Contracting with RCF will provide staffing stability and eliminate the challenges associated with recruitment and retention

- **Cost benefits that have yet to be quantified:** The RCF proposal presents a number of cost benefits that the City has yet to quantify, but that the City expects will yield additional savings. The City may convey title of vehicles to County, eliminating costs associated with vehicle maintenance, vehicle replacement and insurance. As noted above, vehicle replacement is a significant cost that will be eliminated through contracting out. City could auction off surplus vehicles. The City would no longer bear the time and City costs of workers compensation, general liability, payroll, personnel administration , legal and labor negotiations. Contracting with RCF will also relieve the City of the responsibility and costs associated with meeting CAL/OSHA safety requirements.

The City's Response To HFFA's Position re No Decrease in Service Levels: HFFA claims that by proposing to keep labor costs flat for five years, HFFA's proposal insures that the level of service will not be decreased. However, as noted above, HFFA's proposal fails to acknowledge that labor costs are only one component of costs associated with the delivery of fire services. Furthermore, HFFA's characterization of the proposed contract is incorrect. In the event RDF proposes an increase in cost, the City maintains the power to either accept the proposal, reject the proposal, or identify specific cuts to service to avoid contract increases.

The City's Response to HFFA's Position re Local Control: HFFA's proposal asserts that local control is a superior method of securing fire delivery services because the City retains the exclusive right to make all decisions regarding the delivery of services. While the City has acknowledged that there are some potential benefits associated with the HFD proposal, the parties have been unable to reach an agreement for a successor MOU that would overcome the projected benefits of the RCF proposal in providing equal or better service levels, better budget and cost management, as well as additional or enhanced valuable services.

Impasse on Bargaining the Effects of a Decision to Contract Out

As a result of the meet and confer process, as well as earlier meetings the City had with HFFA regarding contracting out fire services prior to the expiration of the MOU, the following effects have been identified:

- Severance packages for impacted employees who either retire or do not make the transition
- Benefits offered to employees who make the transition for CalFIRE
- Process and timing for the State of California's analysis of which employment positions, if any, are or will be available to potentially fill with Hemet Fire Department Employees.

The parties have been unable to reach agreement on these effects and are deadlocked on all major issues. The City has no further flexibility on the remaining issues and HFFA did not even provide a response to the City's LBFO on the effects.

A summary of the parties' respective positions on the effects is attached as Attachment C. Attachment C demonstrates that the parties are millions of dollars apart on the economic aspects of the proposal, and that they are deadlocked on key issues including HFFA's following demands, which the City has rejected:

(1) **Retiree Medical:** HFFA demands that members who have not reached retirement age be guaranteed the City's retiree medical benefit (a projected cost of \$95,220 per year over the next 15-20 years). It is the City's position that HFFA members who have not reached the retirement age at the time of transfer are ineligible for the retiree medical benefit.

(2) **Red-Circle:** HFFA demands that the City Y-rate the salary of HFFA members who make the transition and continue to pay HFFA any differential in their current City salary and their CalFIRE salary until the CalFIRE salary reaches parity with their current City salary. The estimated cost of HFFA's red-circle proposal is \$1,953,00 over the next five years.

(3) Severance Payments For HFFA Members Who Either Retire or Transition to CalFIRE: HFFA demands that HFFA members who make the transfer to employment with CalFIRE receive a “severance” payment equal to three months fully loaded salary, at a projected cost of \$562,364. HFFA also demands that HFFA members who retire receive a “severance” payment in the amount of 1 month fully loaded salary for each full or partial year of service, at projected cost of \$1,525,000). It is the City’s position that HFFA members who are employed with CalFIRE or who choose to retire should not receive a severance payment.

(4) Cash Out Sick Leave: Per the MOU, only those HFFA who retire are eligible to cash out sick leave and the amount available to cash out is staggered based on years of service. The City has generously offered to eliminate the retirement requirement so that all HFFA members may cash out a percentage of their sick leave per the MOU. However, HFFA is demanding cash out payments at a percentage beyond what the MOU provides, at a projected cost of \$708,750 versus the \$404,744 projected cost associated with the City’s proposal.

(5) Guarantees re Employment With CalFIRE: HFFA demands that its members be guaranteed a preferential assignment to Hemet and that all HFFA members transfer at their current rank. RCF/CalFIRE will determine the assignments and the State Civil Service Commission will determine the appropriate rank at time of transfer based on its review of the qualification of the HFFA members.

Finally, the parties were unable to reach agreement regarding the process and timing for the State of California’s commencement of analysis of which employment positions, if any, are or will be available to potentially fill with Hemet Fire Department Employees. As such, that process will not start until after the City Council makes its final decision on contracting out.

40 * The HFFA concession 5/8/14 is an additional 5% of the PERS rate.

ATTACHMENT "C"

The City of Hemet's Summary of the Parties' Position on Bargaining the Effects of Contracting Out in Support of City's Declaration of Impasse, dated May 14, 2014

**THE CITY OF HEMET'S SUMMARY OF THE PARTIES' POSITION ON BARGAINING THE EFFECTS OF CONTRACTING OUT
IN SUPPORT OF CITY'S DECLARATION OF IMPASSE
5/14/2014**

ISSUE	CITY' S OFFER	EST. VALUE	HFFA OFFER	EST. VALUE
I. ALL HFFA MEMBERS				
Cash out accrued vacation ¹	100% cash-out	(\$271,000)	100% cash out	(\$271,000)
Cash out sick leave (as proposed)	Per MOU %, current base rate value, no retirement requirement	\$404,744.10	75% cash out at current value. ² 50% transition to CalFIRE	City estimate: \$708,750
Severance	<i>See section II below</i>	<i>See section II below</i>	<i>See sections III & IV below</i>	<i>See sections III & IV below</i>
II. EMPLOYEES WHO DO NOT TRANSITION (NOT ELIGIBLE TO RETIRE)				
Cash out accrued vacation	<i>See section I above</i>		100% present value	<i>See section I above</i>
Cash out sick leave	<i>See section I above</i>		100% present value	(\$370,356)
Retiree Medical payment ³	<i>See section IV below</i>		<i>See section IV below</i>	
Severance ⁴	2 week: -5 yrs service 4 weeks: 5+ yrs service	\$250,000	1 month salary (fully loaded) for each full or partial year of service (retire)/ 3 mos. fully loaded (transition)	<i>See sections III & IV below</i>

¹ All EEs entitled to 100% cash out upon severance, as a matter of law

² Reduction from HFFA's initial proposal at 100%

³ Est. based on 5 potentially eligible EEs.

⁴ For estimate purposes, include everyone, except those eligible to retire and certified paramedics. Currently unknown which HFFA members will transition

ISSUE	CITY' S OFFER	EST. VALUE	HFFA OFFER	EST. VALUE
III. EMPLOYEES WHO RETIRE				
Cash out accrued vacation	100% present value	See section I above (\$271,000)	100% present value	See section I above (\$271,000)
Cash out sick leave	See section I above	See section I above (\$404,744.10)	100 % present value	See section I above (\$370,356)
Cash out sick leave	Per MOU %, current value, no retirement requirement			
Severance	\$0	\$0	1 month salary (fully loaded) for each full or partial year of service	\$1,525,000
Retiree Medical	Per Retiree Medical Policy	(\$177,312/year)	Per Retiree Medical Policy	(\$177,312/year)
IV. EMPLOYEES WHO TRANSITION				
Cash out accrued vacation ⁵ [Note:]	100% cash-out	See section I above	100% cash out	See section I above
Cash out sick leave	Per MOU %, current value, no retirement requirement	See section I above	50% cash out at current value; 50% tran. to CalFIRE	See section I above
Retiree Medical payment ⁶	One time payment of \$100/mth of service for 15+ years of service	\$114,000	Payment of full benefit starting at age 50 for EE with 15+ yrs service	\$95,220/year ⁷
Severance	\$0	\$0	3 mos. fully loaded salary	\$562,364 ⁸
Red-circle/Y rating	Salary will be based on State Civil Service Classification.	\$0	Y-rate at current base hourly rate until reach parity	\$1,953,000 over 5 years
V. ADDITIONAL NON-ECONOMIC ISSUES THAT REMAIN IN DISPUTE				
Credit for probation	EEs on probation must serve one full year probation with CalFIRE		Month-for-month credit to meet probation	

⁵ All EEs entitled to 100% cash out upon severance, as a matter of law

⁶ Est. based on 5 potentially eligible EEs.

⁷ Note: Based on 6 EEs with highest costing HMO (\$1,587/month) and 2 EEs with Managed Choice (\$2,627/month)

⁸ HFFA estimate based all employees except those who retire

ISSUE	CITY' S OFFER	EST. VALUE	HFFA OFFER	EST. VALUE
Rank	State Civil Service Commission will determine classification based on existing classifications. EES transfer at regular rank, not acting rank		Transition at current rank, including EMTs to be hired as FFs	
Preferential assignment to Hemet	CalFIRE retains the right to involuntarily reassign within CalFIRE due to operational needs.		5 year preferential right to stay in Hemet/stations and shifts bid by seniority	
Payment of Paramedic training for non-paramedics	No offer		EES to receive paramedic training within first ^t 3 yrs at City/CalFIRE expense	\$600,000 ⁹
Uniforms	Per Cal Fire MOU \$540/year uniform. \$250/year boot allowance		EES to receive initial allotment of uniforms: 6 class B uniforms, 1 class A uniform, 2 baseball caps, 6 station t-shirts, 1 rain coat, 2 sweatshirts, 2 PT shorts, 1 pr. station boots.	
All other non-economic benefits listed in the City's LBFO for which there is no dispute				
TOTAL POTENTIAL COST TO REACH AGREEMENT WITH HFFA				
		\$768,744		\$5,349,113 + \$95,220/yr ret. medical

⁹ 5 FFs who are not paramedics

ATTACHMENT "D"

Final Factfinding Report dated August 25, 2014.

DANIEL R. SALING, ESQ.
Arbitrator • Mediator

August 25, 2014

Steve Sandefer, President
Hemet Fire Fighters Association
P.O. Box 1407
Hemet, CA 92546

Wally Hill, City Manager
City of Hemet
445 E. Florida Ave.
Hemet, CA 92543-4209

RE: City of Hemet and Hemet Fire Fighters Association
Case No. LA-IM-164-M

Messrs. Sandefer & Hill:

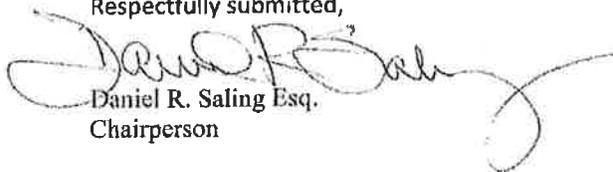
On July 28, 29 & 30, 2014, a factfinding hearing was held in the above captioned matter in Hemet, California. Attached you will find a copy of the factfinding panel's finding of facts and recommendations and the dissenting opinions.

The California Government Code places upon the parties certain obligations and requirements regarding the making of the factfinding report public and the ability of the parties to continue with mediation following the issuance of the report.

Please be advised that under California Government Code section 3540 et seq, any findings of fact and recommended terms of settlement must be submitted in writing to the parties privately before they are made public. The public employer shall make such findings public within ten (10) days after their receipt. Please refer to PERB rules and requirements regarding the manner in which the report is to be made public.

The issuance of this report concludes the factfinding panel's assignment with regard to this matter.

Respectfully submitted,



Daniel R. Saling Esq.
Chairperson

Encl.

cc. PERB Headquarters
City Panel Member
Union Panel Member

In the Matter of the Impasse Between)

CITY OF HEMET)

Employer)

- and-)

**HEMET FIRE FIGHTERS
ASSOCIATION, (HFFA)**)

Exclusive Representative)

**FACTFINDING REPORT
AND RECOMMENDED
TERMS OF SETTLEMENT**

PERB CASE NO. LA-IM-164-M

**REPORT ISSUED
August 25, 2014**

Hearing Held on July 28, 29 & 30, 2014

COMPOSITION OF THE FACTFINDING PANEL:

Impartial Chairperson:

Daniel R. Saling Esq.
Arbitrator/Factfinder
33192 Ocean Hill Drive
Dana Point, CA 92629

City Member:

Eric S. Vail Esq.
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071

Union Member:

Robert M. Wexler Esq.
Silver, Hadden, Silver, Wexler & Levine
1428 Second Street, Suite 200
Santa Monica, CA 9404-2161

MAKING PRESENTATIONS TO THE FACTFINDING PANEL:

For the City:

Daphne M. Anneet Esq.
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071

For the Union:

Christopher D. Nissen Esq.
Nissen Law Firm
1419 Peerless Place, #113
Los Angeles, CA 90035

Also Present for the City:

Wally Hill, Hemet City Manager
Laura Ireland, Hemet Human Resources

Also Present for the Union:

Steve Sandefer, HFFA President
Jeff Retmier, HFFA Vice President

BACKGROUND AND PROCEDURAL HISTORY

The City of Hemet (City) is a general law city, incorporated in 1910. Hemet is a city in the San Jacinto Valley in Riverside County, California, United States. It covers a total area of 27.847 square miles (72 km²), about half of the valley, which it shares with the neighboring City of San Jacinto. The population was 78,657 at the 2010 census.

The Hemet City Council consists of five members elected from the city at large, who serve four-year staggered terms. Annually, the City Council appoints a mayor and a vice mayor from its own membership to serve a one-year term.

The mayor is responsible for presiding over City Council meetings, representing the City Council at various business and ceremonial events, and executing all city ordinances, resolutions, and contracts. The Mayor Pro Tem performs these duties in the absence of the mayor.

The City Council is the legislative body and is responsible for the enactment of local laws / ordinances, the adoption of the annual city budget and capital improvement program, and the review and adoption of proposed policies, agreements, contracts, and other city business items. The City Council appoints the city manager and city attorney, as well as the members of the various citizen advisory boards, commissions, and ad hoc committees.

The City employs a number of employees, 43 of which are employed by the City's Fire Department. The employees working in the Fire Department are represented in their collective bargaining with the City by the Hemet Fire Fighters Association (HFFA).

The City's projected general fund revenues for the fiscal year (FY) 2014-2015 are \$39,530,960. The projected structural deficit (difference between ongoing revenues and expenditures) will be approximately \$1.4 million. The City Management suggested that the City Council use some of the General Fund reserves to cover the remaining structural deficit. The beginning reserves in the General Fund (including the Refuse Fund) were projected to be \$15.2 million. Additionally, City Management suggested the Council establish a reserve for potential Fire Services severance and legal costs, covering the estimated deficit, and allow for a one-time capital project, which would reduce the reserves to approximately \$11.3 million.

The impasse and factfinding proceedings at issue arose from the negotiations between the City and the Union on a successor agreement. The City proposed to eliminate the Hemet Fire Department and enter into a cooperative agreement with the Riverside County Fire/Cal Fire, hereinafter referred to as the "RCF," to provide fire services to the City of Hemet.

BARGAINING HISTORY

The City and Union were parties to a Collective Bargaining Agreement, the ("Agreement") that expired on October 31, 2013. The parties were unable to agree to a successor agreement and on May 14, 2014, the City declared impasse and HFFA requested that fact finding under the Meyer-Milias Brown Act (MMBA) be conducted.

On May 23, 2014, the City rejected the HFFA's third proposal for a successor MOU and issued a Last Best and Final Offer ("LBFO") on the Decision and Effects of Contracting Out. On May 8, 2014, HFFA rejected the City's LBFO and presented a fourth proposal for a successor MOU, which proposed that the City not contract out its fire services.

During their meet and confer sessions, a number of tentative settlements were reached but no tentative agreements (TA's) were signed. During the factfinding process, discussions were held on items where tentative agreement had not been reached during the bargaining process and the

parties agreed that all items that were tentatively agreed to but not placed in writing would be honored by the parties. The factfinding panel was asked to address only those issues that remained unresolved.

On July 1, 2013, Daniel R. Saling was chosen and appointed by PERB to serve as the neutral chairperson of the factfinding panel. The City and Union designated Eric Vail and Robert Wexler to serve as their respective members of the panel. The City refused to waive statutory time limits for the holding of a hearing and for the issuance of the panel's report.

The panel is statutorily authorized to meet with representatives of the parties through investigation and/or hearing and, if an agreement settling all issues cannot be reached, to make a factual finding based on the evidence presented as well as to recommend terms of settlement. To initiate those quasi-legislative responsibilities, a hearing was held on July 28, 29 & 30, 2014, in Hemet, California, during which time the City and Union were given full opportunity to present evidence on the outstanding issues. Following the presentations of the bargaining parties, an effort was made to attempt to resolve the impasse through mediation. The panel members met with their respective groups and then met together with the neutral chairperson to attempt to resolve the impasse. Following an effort to mediate, it was determined that while the parties had made concessions and moved from their impasse positions, there would not be a negotiated settlement reached as of July 30, 2014. The factfinding panel in their executive session discussed the parties' presentations and the process they would use to reach a consensus with regard to the issuance of a factfinding report.

At the conclusion of the executive discussions of the panel, the chairperson indicated that he would prepare a draft of the factfinding report and recommendation. A copy of the proposed factfinding report was emailed and/or faxed to the partisan members of the panel for their comments and/or suggestions. The partisan members of the panel were made aware of their right to either concur or dissent on all or part of the majority opinion. The chairperson prepared the final copy of this report and recommendations which were provided to the partisan panel members for their official signature.

RELEVANT FACTORS

Government Code Subsection 3548.2 (b) states as follows:

In arriving at their findings and recommendations, the factfinders shall consider, weigh, and be guided by all of the following criteria:

- (1) State and federal laws that are applicable to the employer.
- (2) Stipulations of the parties.

- (3) The interests and welfare of the public and the financial ability of the public employer.
- (4) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
- (5) The consumer price index for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits; the continuity and stability of employment and all other benefits received.
- (7) Any other facts, not confined to those specified in paragraphs (1) to (6), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

Any criterion which has not been relied upon by the parties has not been considered in arriving at the findings and recommendations made herein.

The first duty of the panel is to address the City's desire to subcontract out the City's fire services and thereby eliminate the Hemet Fire Department and terminate its employment relationship with the HFFA members. The City claims that the purpose of subcontracting out the fire services is to provide the highest quality of services to the residence of Hemet and to ensure that such services can be fiscally sustained.

Both the City and Union put forth arguments regarding the City's ability to pay for and maintain the services provided by the Hemet Fire Department. The City projects that its future financing will be substantially reduced and that it will have to make further reductions and expenditures of existing reserves. The Union pointed out that it had made concessions because of the financial crisis that the City faced and now is being told that members of the Hemet Fire Department will possibly be laid off and that vested rights in retirement medical benefits may be lost if the City decides to subcontract out its fire services to the RCF.

The factfinding panel was presented significant evidence about the merits and deficiencies of out-sourcing the city's fire service verses maintaining the Hemet Fire Department. This question is not the type of question that can be addressed by the provisions of Government Code Subsection 3548.2 (b). The determination of contracting out services does not fall under a

mandatory subject of bargaining and is a policy decision that must be answered by those individuals that are elected to make policy decisions. The City Council is the legislative body and is responsible for the enactment of local laws / ordinances, the adoption of the annual city budget and capital improvement program, and the review and adoption of proposed policies, agreements, contracts, and other city business items. Therefore, the factfinding panel is without authority to recommend whether the Hemet fire services should or should not be subcontracted out to Riverside County/Cal Fire Service. It is the duty and responsibility of the City Council to make the decision as to how best to provide fire services to the citizens of Hemet.

Substantial investigation and research has been done by the parties of interest. An outside consulting firm, Citygate Associates, was employed by the City to render its findings as to whether a local fire department or a county-wide fire department would provide the best possible service at the best possible price. Both the Hemet Fire Department and the Riverside County/Cal Fire Services have provided the Council with proposals, cost analysis and projected cost savings. The Council has heard from City officials throughout the counties that have closed their city fire departments and have gone with Riverside County/Cal Fire. Additionally, the Council has heard concerns from local residents with regard to their desired to maintain the Hemet Fire Department.

It is clear that the City Council has the authority and right to subcontract out city services to other public agencies and/or to private concerns. The City and HFFA bargained the decision whether to outsource, the impacts and effects of any outsourcing and, in the alternative, the terms for a successor MOU to impasse.

During the factfinding, the factfinding panel was presented with the City's and HFFA's proposals on the impact of having the City of Hemet's Fire Services transferred to RCF. The following findings represent the panel's findings on the impact bargaining proposals:

CITY'S GENERAL IMPASSE POSITION

It is the position of the City, that because of California's financial crisis and the decline in revenues, the City must reduce expenditures and that it cannot continue to deficit spend its reserves. The City believes that it has to either eliminate or reduce services by making cuts in expenditures that have the least effect upon the delivery of City services to the citizens of Hemet. The City made significant cuts in most other categories of the City budget. However, there is now a need to look to the staff to find reductions that will help balance the budget.

The City indicated that it had experienced a significant downturn in revenues over the past several years and at the same time personnel costs and health costs have significantly increased. Additionally, the City expressed the opinion that by contracting out the fire services to RCF that

there would be a substantial financial savings and that the City residents will be provided better fire coverage, a paramedic program and an improved Emergency Medical Dispatch (EMD) service.

UNION'S GENERAL IMPASSE POSITION

The Union contends that it has made substantial contributions to the City by reducing staff compensation and other benefits. After having made concessions to the City, the fire fighters are being told that their services are no longer needed and that the Hemet Fire Department needs to be disbanded and the City's fire services need to be transferred to RCF.

The members of the Hemet Fire Department have provided fire protection to the residents of Hemet over many years. The Department has been reduced in staffing and one of its fire stations was closed. Through the efforts of the professional Hemet Fire Fighters, the level of service has remained high with fewer staff and a much higher workload.

The HFFA contends that its proposal to the Council provides better service at a lower cost than the RCF proposal. Further, by having a Hemet Fire Department, the Council maintains local control and has more control over future cost escalations. Additionally, the Hemet Fire Fighters have been dedicated to the needs of the Hemet community and believe that Council should consider the effect of contracting out on those individuals that have given so very much to the City.

The Union and its membership realize that the City has faced some economic uncertainty but does not believe that the members of the bargaining unit should be denied contracted and vested benefits and continued employment. The Union has indicated a willingness to meet the City's desired goals and has made proposals that provide the City with services and the ability to continue to have local control over the Hemet Fire Department.

SUMMARY OF BARGAINING PARTIES' POSITIONS

The City has requested its staff to investigate the feasibility of contracting out fire services to the RCF program through a cooperative agreement. While the staff has done its investigation and sought the assistance of an outside consulting firm, the Council has yet to make its decision to either go with RCF or to maintain the Hemet Fire Department for fire services. Many of the questions with regard to the rights of Hemet Fire Fighters to be transferred from the Hemet Fire Department to the RCF system have not been answered because Cal Fire will not provide answers until the cooperative agreement is signed and the City has committed to the RCF program.

While the Union has attempted to show the benefits and cost savings of maintaining the Hemet Fire Department, there have also been discussions as to the rights of HFFA members, should the Council enter into a cooperative agreement with RCF.

ANALYSIS AND RECOMMENDATIONS

The factfinding panel was asked to address both the impact on the HFFA bargaining unit if the City decides to outsource its fire services and close the Hemet Fire Department and what a successor MOU would contain if outsourcing does not take place. This report will first address the impact and effect on the HFFA bargaining unit if outsourcing occurs and secondly, will address a successor MOU if outsourcing does not occur.

The rights of individuals fall into three general categories: (1) employees who transfer to RCF, (2) employees who retire and (3) employees who do not transfer to RCF Services. While there are issues that affect each of the three categories, each category will be treated as a lone entity and each contractual issue that affects that type of employee will be addressed under the category.

FACTFINDING PANELS FINDINGS AND RECOMMENDATIONS

I. EMPLOYEES WHO TRANSFER TO RIVERSIDE COUNTY/CAL FIRE SERVICES:

1. Employee will receive 100% of cash out accrued vacation.
2. 66 2/3% of sick leave transferred to RCF and 33 1/3% of sick leave paid at the current rate of pay.
3. No severance pay.
4. Full payment of Retiree Medical at age 50 for those employees who have 15 or more years of service, once they are retired from RCF.
5. Employees who transition to RCF will not be Y-rated and will not receive compensation for such a rating from the City.
6. Employees, who transition to RCF, while on probation, will be required to serve one year of probation with their new employer.

7. The State Civil Service Commission will determine classification and employees will transfer at regular rank and not at their acting rank.
8. The City will enter into discussions with RCF vices to attempt to allow HFFA members to remain in their Hemet assignment.
9. The City shall implement its paramedic program to obtain full accreditation for those employees who are currently certified paramedics.
10. The City will pay each HFFA member a sum of \$750 as a uniform allowance for use with RCF.
11. All other non-economic benefits listed in the City's Last Best and Final Offer, for which there is no dispute, shall be implemented.
12. The City will make every effort to work with RCF to gain employment and paramedic training for those employees not currently credentialed.

II. EMPLOYEES WHO RETIRE:

1. Employee will receive 100% of cash out accrued vacation.
2. Employees will receive 75% of their sick leave paid at their current rate of pay.
3. No severance pay.
4. Retirees who retire prior to the effective date of the transfer of service will receive retiree medical coverage per the Medical Retirement Policy.

III. EMPLOYEES WHO DO NOT TRANSFER TO RIVERSIDE COUNTY/CAL FIRE SERVICES:

1. Employee will receive 100% of cash out accrued vacation.
2. Employees will receive 75% for their sick leave paid at current rate of pay.
3. One month severance pay for each three years of service (i.e., 0 – 3 years = one month, 3 - 6 years = two months, 6 – 9 years = three months, etc.)

FACTFINDING PANELS FINDINGS AND RECOMMENDATIONS
REGARDING A SUCCESSOR MOU

Term:

1. Five year agreement, effective November 1, 2013 through October 31, 2018.

Salary:

1. There shall be no across the board base salary increase during the term of this agreement.
2. Either party may reopen on the issue of base salary 2 times during the term of the agreement, provided, however any modifications may only be achieved by agreement of the parties (no unilateral imposition, fact finding or impasse).

Retirement:

1. Effective the first full pay period following ratification, each unit member shall pay 5% of the employer's contribution to CalPERS per G.C. section 20516(a).
2. The total employee contribution for retirement shall be 14%.

Paramedic:

1. In the event the City implements a paramedic program during the terms of the agreement, the differential paid to paramedics shall be 5%.

Insurance:

1. During the term of the agreement, the City's contributions towards employees' insurance benefits shall be as set forth in the existing agreement.
2. In the event the City provides a greater contribution towards the insurance benefits of another employee organization, during the term of the agreement, HFA bargaining unit members shall be provided such greater contributions(s).

Vacation:

1. The new vacation policy will be based on an average daily basis (i.e., average of 2 vacation leaves per shift).

All Other Issues:

1. All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect, unless subsequently modified in writing by the parties.

CONCLUSION

3548.3. Findings of fact and recommendation of terms of settlement; submission; costs:

(a) If the dispute is not settled within 30 days after the appointment of the panel, or, upon agreement by both parties, within a longer period, the panel shall make findings of fact and recommend terms of settlement, in which recommendations shall be advisory only. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties privately before they are made public. The public school employer shall make such findings and recommendations public within 10 days after their receipt.

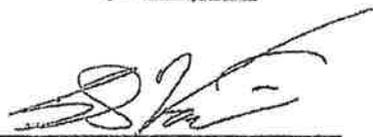
This report regarding the legal and jurisdictional requirement of Government Code 3548 et. seq, as referenced above, has been met. This Factfinding proceeding was concluded as required by law within the thirty (30) day requirement of the law but the parties had agreed to a timeline that exceeded the thirty (30) day requirement.

Concur _____

Dissent _____

Concur in part 

Dissent in part 


Eric S. Vail Esq.
City Panel Member

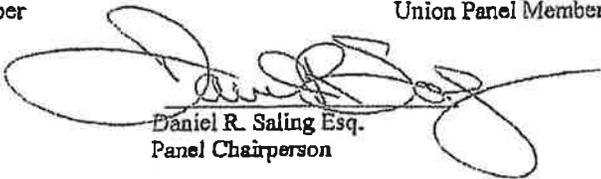
Concur _____

Dissent _____

Concur in part RW

Dissent in part RW


Robert M. Wexler Esq.
Union Panel Member


Daniel R. Saling Esq.
Panel Chairperson

Report Issued: August 25, 2014
Dana Point, California

Attachments:

The City and Union dissents are attached hereto and made a part of this factfinding report.

In the Matter of the Impasse Between

CITY OF HEMET,
Employer,

and

HEMET FIRE FIGHTERS
ASSOCIATION (HFFA),
Exclusive Representative

**CITY OF HEMET'S PARTIAL DISSENT
TO FACTFINDING REPORT**

PERB CASE NO. LA-IM-164-M

REPORT ISSUED
August 25, 2014

City Member: Eric S. Vail, Esq.
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071

All headings and page references are to the Final Fact Finding Report issued August 25, 2014.

Bargaining History

(Bottom of page 3) The Report should note that: (1) the City provided a copy of the draft Request for Proposal to the HFFA and solicited input and comment prior to issuing the RFP; and (2) that the City and HFFA met and conferred either informally or formally on August 28, 2013, November 4, 2013, December 9, 2013, January 13th and 22nd, 2014, February 5th, March 5th, 19th, and 31st, 2014, and April 21, 2014, during which they discussed and bargained all issues before the parties, including the City's potential decision to contract with RCF for services, the effects of such a decision on HFFA members, and, in the alternative, the terms of a successor MOU with HFFA.

(Middle of page 4) Although the parties attempted to resolve the impasse during the fact finding process, an agreement was not reached on a mediated package. Since the parties did not reach agreement on the mediated package, the parties return to their prior offers, which for the City is the City's LBFO.

Relevant Factors

(Bottom of page 6) The Report should note that the City bargained all issues between the parties to impasse, including the City's potential decision to contract with RCF for services. On April 23, 2014, the City rejected HFFA's third proposal for a successor MOU and issued its Last, Best, and Final Offer (LBFO) on the Decision and Effects of Contracting with RCF for Service. On May 8, 2014, the HFFA rejected the City's LBFO and issued its fourth proposal for a successor MOU and did not address the City's LBFO. On May 14, 2014, the City rejected HFFA's fourth proposal and declared impasse pursuant to Government Code section 3505.4. The reasons for declaring impasse are set forth in detail in City's Exhibit 15 "The City of Hemet's Declaration of Impasse in its Negotiations with the Hemet Fire Fighter's Association." Dated May 14, 2014.

City's General Impasse Position

(Top of page 7) The City's impasse position is set forth in more detail in City's Exhibit 15 "The City of Hemet's Declaration of Impasse in its Negotiations with the Hemet Fire Fighter's Association." Dated May 14, 2014.

Summary of Bargaining Parties Positions

(Top of page 8) The City would like to clarify that members of the HFFA do not have a "right" to be transferred from the Hemet Fire Department to RCF in the event that the City makes a decision to contract with RCF for services. Eligibility for employment with RCF is based on determinations made by the State Civil Service Commission.

Factfinding Panel's Findings and Recommendations

I. Employees Who Transfer to Riverside County Fire / Cal Fire Services:

2. Carryover of sick leave balance to RCF for employees transferring to RCF will be governed by Cal Fire's existing applicable rules, policies and procedures. Payout of sick leave, if any, for employees transferring to RCF will be governed by City's existing applicable rules, policies and procedures.

4. The City dissents to the Report's recommendation that full payment of retiree medical benefits be made to employees transferring to RCF at age 50 with 15 years of service. The City's applicable policies require that full retiree medical benefits be paid when the employee has satisfied three conditions: (i) achieved 15 years of service with the City; (ii) has reached age 50; and (iii) retires from the City. If the City decides to contract with RCF, under the circumstances presented, certain individuals may not meet all three qualifications at the time they cease to be City employees and therefore would not remain eligible under the City's applicable policies. The City argues that such employees do not have a vested right to retiree medical benefits under the applicable policies unless all three conditions are satisfied.

8. The City reserves the right to have its legislative body determine the extent to which it is appropriate for the City to negotiate this recommendation with RCF.

9. The City reserves the right to have its legislative body determine the extent to which it is appropriate for the City to negotiate this recommendation with RCF.

10. The City dissents to the Report's recommendation to pay each transferring employee an initial uniform allowance of \$750. The City's position articulated in its LBFO is equitable.

12. The City reserves the right to have its legislative body determine the extent to which it is appropriate for the City to negotiate this recommendation with RCF.

II. Employees Who Retire:

2. Payout of sick leave, if any, for employees transferring to RCF will be governed by City's existing applicable rules, policies and procedures.

4. The City's applicable policies require that full retiree medical benefits be paid when the employee has satisfied three conditions: (i) achieved 15 years of service with the City; (ii) has reached age 50; and (iii) retires from the City. Members of HFFA who meet the requirements of the City's applicable policies and who retire, as defined in CalPERS regulations, while still an employee of the City, would receive the retiree medical benefit for which they qualify under the City's applicable policies.

III. Employees Who Do Not Transfer to Riverside County / Cal Fire:

2. Payout of sick leave, if any, for employees transferring to RCF will be governed by City's existing applicable rules, policies and procedures.

3. The City dissents to the Report's recommendation to pay each non-transferring, non-retiring employee a severance payment as stated in the Report. The City's position articulated in its LBFO is equitable.

Respectfully Submitted

By: Eric S. Vail

Eric S. Vail
City of Hemet
Representative of Hemet on the Factfinding

Panel

In the Matter of the Impasse Between)	
)	
CITY OF HEMET)	OPINION OF FACTFINDING
)	PANEL MEMBER
Employer)	ROBERT M. WEXLER
)	CONCURRING IN PART AND
)	DISSENTING IN PART
)	
- and-)	
)	PERB CASE NO. LA-IM-164-M
)	
HEMET FIRE FIGHTERS)	
ASSOCIATION, (HFFA))	
)	
Exclusive Representative)	
)	

I concur in part and dissent in part with the majority opinion.

The most significant and fundamental point of dissention is with the majority's refusal to address whether or not the City should subcontract out its fire services or maintain an independent City of Hemet Fire Department, as it has since 1908. The majority held this question is not the type that can be addressed by the provisions of Government Code Subsection 3548.2 (b) and, therefore, the factfinding panel is without authority to recommend whether Hemet fire services should or should not be subcontracted out to Riverside County/CalFire. I disagree.

The duty and obligation of the factfinding panel is to meet with the parties and ascertain their positions with regard to *all* outstanding issues over which they bargained to impasse and, through investigation and/or hearing, make findings of fact and render proposed terms of resolution/settlement. In the instant matter the parties bargained exhaustively over the fundamental decision whether the City should outsource fire protection services to Riverside County/CalFire. The parties consistently exchanged proposals throughout the duration of bargaining; HFFA's calling primarily for a successor contract with its members providing firefighting services and the City's dealing primarily with the impacts and effects should the City outsource firefighting services. The bargaining meetings themselves focused almost exclusively on issues germane to which entity was best able to

provide firefighting services, with considerable time and efforts spent analyzing the CalFire and HFFA competing proposals for service, participating in the CityGate study and tracking the City's fire suppression needs. No agreement was ultimately reached.

Following the City's declaration of impasse, the parties exchanged last best and final proposals -- HFFA's for a 5 years successor agreement that contemplated its members as the provider of firefighting services and City's effectively seeking outsourcing of services by offering proposals that dealt with the impacts and effects of such outsourcing, only.

Again at the 3-day factfinding hearing the City and HFFA, both given an unfettered ability to present evidence on whatever issues each wanted, focused exclusively on the issue whether HFFA or CalFire should provide firefighting services. This, I believe, was not in error but rather the product of two diametrically opposite positions, each with competing proposals, whose point of divergence is the basic question of whether the citizens of Hemet are best served by having firefighting services provided by HFFA or an outside contractor. For the panel to make findings of fact and a recommendation that ignores this fundamental question is side-stepping the very issue over which the parties were at an impasse and for which the factfinding panel was selected.

Furthermore, the criterion in Section 3505.4(d) specifically contemplates the factfinding panel addressing the issue of whether the City should outsource firefighting services. Subsection (3) provides for the panel to consider, weigh and be guided by "*the interests and welfare of the public* and the financial ability of the public agency." There is no question more basic in assessing the *interests* and *welfare* of the when it comes to firefighting services than which entity can best provide such services. Moreover, the financial ability of the City of Hemet to pay for firefighting services, all parties agree, is a significant issue that is directly impacted by the decision whether to outsource or keep services in-house where greater control can be exerted.

For these reasons above I dissent from this part of the decision and reach the conclusion that HFFA should provide firefighting services within the City, for the following reasons:

- **5- Years of Costs Control Favors Keeping Firefighting Services in House:**
HFFA's proposal calls for a 5% reduction in employee compensation and largely guarantees that labor costs will be fixed at that lower amount for 5 years by offering to pay 5% of the employer costs of retirement with no corresponding base salary increases over the proposed term of the agreement. HFFA has also proposed there be

no increases to employees' medical, dental and vision insurance benefits. CalFire, in contrast, offers no guarantee regarding labor costs. Its proposal passes all cost increase on to the residents of Hemet and provides CalFire can unilaterally reduce service levels if the City does not agree to increased costs within thirty (30) days. In a period of one week alone during the negotiations process, CalFire increased its bid by nearly \$500,000.00. Moreover, CalFire is presently in negotiations with its firefighter union and its charges to the residents of Hemet will likely increase again shortly due to base salary increases now being negotiated with CalFire.

- **HFFA Can Provide Better Service, Lower Cost:** The City's own accounting shows HFFA's proposal will cost roughly \$400,000.00 per year less on an on-going basis than CalFire's proposal. Moreover, only HFFA's proposal includes a dedicated fire chief, three dedicated battalion chiefs, a full-time Hemet-focused truck company and retains the dedicated employees that make up the Hemet Fire Department, which has served the community since 1908. CalFire's proposal offers none of these benefits.
- **HFFA Proposal Better Insures No Decrease in Service Levels Versus:** HFFA's proposal helps insure that the level of service is not decreased by generally fixing labor costs for 5 years and the City retains local control over its costs, levels of service, etc. Conversely, CalFire's proposal calls for the City to blindly agree to whatever charges CalFire passes through, or face having the County unilaterally select which services to reduce or cut altogether. Hemet residents stand a much better chance of maintaining a defined level of services by retaining full control over that level of service and the corresponding costs.
- **HFFA Proposal Provides Better Local Control:** Under HFFA's proposal, Hemet's own elected officials and fire department management personnel make the important decisions that directly affect the delivery of fire service to the community. CalFire's proposal vests that authority with County officials, who are charged with balancing the interests of San Jacinto, West San Jacinto, Sage, Winchester, Little Lake, Valla Vista and the other State/County lands CalFire protects with those of Hemet's residents. The penultimate issue is about providing the best level of service to Hemet residents and only HFFA's proposal focuses on that singular issue.

- **HFFA's Proposal is Superior Because it Provides Residents With a Full-Time, Dedicated Fire Chief:** By retaining the Hemet Fire Department citizens will benefit from a full-time, dedicated Fire Chief uniquely concerned with the issues affecting Hemet residents. The Hemet community is large enough and unique enough to merit a Fire Chief whose sole focus is Hemet, not the myriad of surrounding jurisdictions with their individual issues, attributes and focuses. Hemet's calls for service rival those of cities twice as large and a full time fire chief is needed to adequately deliver the highest level of service to the community.
- **HFFA's Proposal is Superior Because it Provides Residents With Three Full-Time, Dedicated Battalion Chiefs:** CalFire's proposal calls for the battalion chiefs to share their attention among San Jacinto [Station #25], West San Jacinto [Station #78], Little Lake [Station #26], Sage [Station #28], Winchester [Station #34], Valla Vista [Station #72], and Hemet Stations [Stations #1, #2, #3, #4]. Only the HFFA proposal calls for three dedicated, full-time battalion chiefs, with one on each shift. Hemet residents need a dedicated battalion chief to supervise just the calls from Hemet's 4 stations, rather than one that also supervises the calls from these 6 other territories, many of which are miles away and could cause the battalion chief to have a greatly elevated response time.
- **Truck Company dedicated to City of Hemet:** Only HFFA's proposal includes a truck company dedicated to serving Hemet. CalFire's proposal calls for one truck company to be shared by San Jacinto, West San Jacinto, Sage, Winchester, Little Lake, Valla Vista, Hemet and other areas CalFire currently protects, with Hemet residents picking up 50% of the cost. Moreover, CalFire's proposal calls for the City to maintain liability for the truck even though it will operate outside the City half the time. Hemet's call volume is such that its citizen's need and deserve a dedicated, Hemet-focused truck company, which is provided only through HFFA's proposal.
- **Quicker response times:** The County's dispatch system delays response times. Under CalFire's proposal, 911 calls are answered first by Hemet Police Department's dispatchers, who then transfer the caller to a centralized dispatch center where callers request for service wait on queue until handled by an available crew. Under HFFA's proposal, Hemet's dispatchers field calls directly and dispatch emergency responders promptly without need for callers to be transferred or placed on queue. Hemet's

residents' interests and welfare are best served by having their life or death emergencies handled as quickly as possible.

- **CalFire's Proposal Calls for Wasted Resources on Partial EMD:** CalFire's proposal calls for Hemet residents to pay for EMD dispatching, which the City's consultant (CityGate) has said is largely a waste. It concluded EMD "would result in all new costs, with no significant cost off-sets... [And] it would not place a high priority on securing EMD..." More importantly, Citygate could identify not benefits to EMD given the County's manner of operation. Under HFFA's proposal all medic calls would continue to have trained, experienced personnel sent to the scene of every emergency and Hemet's scare resources would be wasted as under CalFire's proposal.
- **HFFA's Proposal Keeps Valuable Equipment The Property of Hemet:** CalFire's proposal calls for the City to hand over valuable equipment and trucks paid for by the residents of Hemet, without any assurances that equipment or vehicles would be used in the City. Further, CalFire would then charge the City for the maintenance and replacement of that equipment and those vehicles; despite the fact they have useful remaining life expectancy. In effect CalFire Charge Hemet residents to use the equipment Hemet purchased and gave over to the County free of charge. HFFA's proposal would see Hemet residents benefit from the equipment and vehicles they purchased and that equipment would be used within the City.
- **HFFA's Proposal Benefits The City by Keeping Hemet-Dedicated Employees:** The testimony universally revealed that HFFA personnel have done a remarkable job, with limited resources, under difficult circumstances, for many years as the City struggled financially. Only under HFFA's proposal is the community assured that its existing firefighters will continue to serve the community and there will remain a Hemet-focused workforce. HFFA's members have consistently done "more with less" than any other agency, yet the employees remain focused on the singular goal of maximizing the safety of all residents of Hemet. Under CalFire's proposal Hemet will be merely an assignment, not a career-long destination and it has not guaranteed employment to a single existing firefighter. Hemet are best protected by a consistent group of dedicated employees, not employees who work in Hemet for a few months or until they get promoted and move on. HFFA's proposal assures that a continuous and dedicated core of employees is present to deliver fire related services.

I also dissent from the majority opinion in the following 2 respects:

1. I would award severance to HFFA members that retire rather than transition, in an amount equal to that provided to HFFA members that are left unemployed. The fact an employee retires does not mean he or she did so according to the timetable he or she had planned. Many of these prospective retirees are leaving public service years early, costing them years of service credit and corresponding increases in their pensions. For this reason I would award them severance, as well.
2. For employees that transition to CalFire, I would Y-rate them at their current base hourly rates of pay if is higher than that of CalFire for a period of 60 months.

Respectfully Submitted,

Robert M. Wexler

PROOF OF SERVICE

I declare that I am a resident or employed in the County of Orange, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is 33192 Ocean Hill Drive, Dana Point, California 92629.

On August 25, 2014, I served the Factfinding Panel's Finding and Recommendations regarding Case No. LA-IM—133-M on the parties listed below by

 X placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Services or private delivery service following ordinary business practices with postage or other cost prepaid.

 personal delivery

Eric S. Vail Esq.
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City of Hemet
445 E. Florida Ave.
Hemet, CA 92543-4209

Public Employment Relations Board
Ronald Pearson Esq.
Senior Regional Attorney
1031 18th Street
Sacramento, CA 95811-4124

I declare under penalty of perjury that the forgoing is true and correct and that this declaration was executed on August 25, 2014 at Dana Point, California.

 Kathy B. Saling
(Type or print name)

 Kathy B. Saling
(Signature)



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Wally Hill, City Manager *Wally Hill*
DATE: September 9, 2014
RE: Evaluation of options for fire and emergency medical services

RECOMMENDED ACTION:

- 1) Approve a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet, with a term of July 1, 2015 through June 30, 2020, and authorize the City Manager to execute it on behalf of the City
- 2) Authorize the City Manager to negotiate the terms and conditions under which Riverside County Fire would provide interim Fire Management services to the Hemet Fire Department during the transition to full assumption of responsibilities under the Cooperative Agreement
- 3) Authorize the City Manager to develop with Riverside County Fire/CAL FIRE a transition process to optimize the number of qualified Hemet Fire Department employees that are eligible to transfer to employment to Riverside County Fire/CAL FIRE
- 4) Authorize the City Manager and City Attorney to evaluate employee eligibility for retiree medical benefits, assist employees who will retire during the transition process to secure the retiree medical benefits for which they are eligible, and consider reasonable plan modification requests as may be reasonably necessary under the circumstances

BACKGROUND:

In October, 2012, the City of Hemet issued a request for proposals (RFP) for fire and emergency medical services. Proposals were received from Riverside County and the Hemet Fire Department. The proposals were analyzed by an evaluation team consisting of then Assistant City Manager Mark Orme, then Deputy City Manager Rita Conrad, Procurement Administrator Elizabeth Grace, and retired Fire Chief Paul Christman. On February 26, 2013,, the City Council considered the proposal evaluations, heard presentations from the competing proposers, received public comments, and directed staff to refine some aspects of the analysis and begin labor negotiations regarding a possible contracting out of the services. As part of the subsequent analysis, Citygate Associates, LLC was engaged to evaluate both fire service levels and costs.

On November 12, 2013, the City Council heard a presentation regarding the Citygate Associates' analysis, asked questions of Citygate and the competing proposers, and received public comments. The City Council then approved the following actions:

- 1) *Establishing that the City shall provide to the public the level of fire, emergency, medical, and related services described in County Fire Option #1; and*
- 2) *Authorize the City's Labor Negotiator to continue to meet and confer with the Hemet Fire Fighters' Association (HFFA) regarding:*
 - (a) *the effects of any City decision to implement its newly established service levels described in County Fire Option #1,*
 - (b) *the decision and the effects, if any, of the City potentially contracting with Riverside County Fire to provide the newly established service levels described in Riverside County Fire Option #1,*
 - (c) *the effects, if any, of the City's potential decision to contract with Riverside County Fire to provide interim Fire Management services referenced in Citygate recommendation No. 2,*
 - (d) *the City's decision and effects, if any, to provide transition benefits to current employees if the City decides to contract with Riverside County Fire to provide the City's newly established service levels for fire, emergency, medical, and related services as described in County Fire Option #1, and*
 - (e) *any other matters within the scope of representation under the Meyers, Milias, Brown Act (MMBA); and*
- 3) *Authorize the City Manager and City Attorney to enter into negotiations with Riverside County Fire concerning the terms and conditions of a potential agreement with Riverside County Fire to provide fire, emergency medical, and related services to the City of Hemet at the service level described in County Fire Option #1, including the terms for hiring of existing Hemet Fire Department personnel; and*
- 4) *Authorize the City Manager to negotiate the terms and conditions under which Riverside County Fire would provide interim Fire Management services to the Hemet Fire Department while the City and Riverside County Fire negotiate that agreement referenced in recommendation No. 1; and*
- 5) *Authorize the City Manager and Interim Fire Chief to procure the training necessary for Hemet Fire Fighters who currently hold a California Paramedic License to obtain paramedic certification from Riverside County Emergency Medical Services (EMS).*

Council will not make a final decision on any agreement to implement the service levels described in Riverside County Option #1 until the City's negotiations with the Hemet Fire Fighters' Association and the City's negotiations with Riverside County Fire have been completed. Any final decision by the City Council will be undertaken at a subsequent noticed public meeting.

After the Council's action on November 12, 2013, staff proceeded with the tasks above. The City's labor negotiators continued to meet and confer with HFFA regarding the issues cited in Item #2 above, ultimately resulting in an impasse being declared on May 14, 2014. A potential Cooperative Agreement with Riverside County Fire has been negotiated (Attachment 1). Riverside County Fire declined interest in negotiating Interim

Fire Management services for Hemet until a contracting decision has been made. And, a consultant has been engaged to provide the training necessary for Hemet firefighters holding California paramedic licenses to obtain certification from Riverside County EMS.

In the course of negotiations with Riverside County Fire, the County's business model was discussed, the City's service expectations were clarified, and reductions in costs were negotiated in a best and final offer. Then Acting Hemet Fire Chief Primo Reynoso was also given the opportunity to refine the Hemet Fire Department plans for meeting the Council's chosen service levels and to make a best and final cost proposal. Both the Riverside County Fire proposal and the Acting Hemet Fire Chief's proposals were discussed with the Hemet Firefighters' Association (HFFA). HFFA then proposed a series of labor concessions to reduce the costs of the Hemet Fire Department proposals further. Those revised proposals for meeting the Council's chosen service level were then assessed and this report provides an evaluation of them.

ANALYSIS:

The Riverside County Fire Proposal:

The Riverside County Fire proposal uses the California Department of Forestry and Fire Protection (a.k.a. CAL FIRE) as its service provider. Their proposal would use the City's four currently active fire stations, supplemented by responses from County Fire stations in the surrounding unincorporated areas, as part of an integrated, regional fire and emergency medical services system. They would provide paramedic-level non-transport emergency medical services. They would employ an Emergency Medical Dispatch model, in which dispatchers elicit more information about medical situations and provide pre-arrival patient care instructions.

Riverside County Fire has agreed to meet or exceed the City's current service levels and response times and to monitor and report their performance, as stated in the following section of the Cooperative Agreement:

“C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment, including the use of the Riverside County Volunteer Reserve Program, in order to provide the Fire Services that will match or exceed the CITY's own provision of current service levels and response times, which is in compliance with the COUNTY approved level of service, while striving for the most cost efficient delivery methods as agreed upon herein.

The CITY has a response time performance standard of five (5) minutes or less for Eighty Percent (80%) of fire and emergency medical calls, provided on both a citywide and response area basis. COUNTY will report its response time performance on at least a quarterly basis, and will indicate the percent of fire and emergency medical calls that achieve a response time of five (5) minutes or less, on a citywide and response area basis. COUNTY will provide Mutual Aid resources and cover resources as operationally necessary to maintain CITY's response time goals.

If less than Eighty Percent (80%) on a citywide and Public Facility Improvement Target Area basis for two (2) consecutive quarters, COUNTY will provide a written report within 45 days on what actions they have taken to comply with the response time performance standards and provide written recommendations to CITY on how best to achieve compliance.

For the purposes of this section, response time will be measured from the point where assigned resources initiate response, to the arrival on scene of the required apparatus and personnel. “

The County will provide a half-time Emergency Services Coordinator for local Emergency Operations Center management, support of the City's Disaster Planning Commission, and grant-seeking support. Those efforts will supplement the County's Office of Emergency Services' incident management, disaster prevention and mitigation, and disaster recovery activities. The proposal also includes a full-time Fire Safety Supervisor for fire prevention/inspection activities.

The Riverside County first year cost estimate is \$8,907,581.52, as shown in Exhibit A of the attached proposed Cooperative Agreement with Riverside County Fire (Attachment 1). That figure was last updated on 9/3/14, and reflects the annual cost increases from recently negotiated salary increases with the CAL FIRE union. That is a not-to-exceed amount; the City pays for actual costs on a quarterly basis. This cost is lower than the original proposal cost of \$9,010,818 by \$103,236. The primary changes from the original proposal costs reflect the equal sharing of the ladder truck personnel costs, the addition of a half-time Emergency Services Coordinator, and updated salaries, benefits, and administrative support costs.

Under the Cooperative Agreement, the cost estimates are adjusted annually by mutual agreement, based upon the level of service desired by the City. The City would be notified of any cost changes caused by an external act of the State legislature, CAL FIRE, or other public agency with the authority to set salaries or expenses. The City would not be obligated to pay amounts in excess of the annual estimates. However, the County would have the right to adjust service levels to stay within the funds allotted by the City, if the City did not agree to the cost changes and did not advise on the decreases in services needed to stay within the City's appropriated funds. This process of annually considering costs and service levels is comparable to the City's normal budget process for the Hemet Fire Department, except that there is an assurance that the City's appropriated level of funding would not be exceeded with the Cooperative Agreement, whereas spending above budgeted amounts is not uncommon with the Hemet Fire Department. Under the Riverside County Fire proposal, the City would not be vulnerable to cost overages resulting from inattentive management or poor budget planning and execution.

As shown in Attachment 2, when costs associated with retained City roles and overhead costs are added to the County Fire proposal, in the same manner and amounts that Citygate added them, the resulting full City cost is \$11,318,910 in the first year, \$10,786,438 in the second year, and \$11,581,438 in the third year. These added City

costs are somewhat overstated, as there are some cost benefits of the County proposal that have not been quantified.

Other expected cost benefits which have not been quantified include:

- * Riverside County Fire would also be responsible for vehicle maintenance, lessening workload demands on the City's equipment maintenance staff.
- * If vehicle titles are conveyed to Riverside County Fire, the City would also no longer bear the costs of vehicle replacements or vehicle insurance.
- * Riverside County Fire would also not need some of the Hemet Fire Department apparatus, and those unneeded vehicles could be auctioned off.
- * The City would no longer bear the time and costs of labor negotiations;

One-time costs related to employees that may or may not transition to Riverside County Fire in the event of outsourcing are based on the most recent Memorandum of Understanding with HFFA, as no new agreement with HFFA has yet been reached on these transition or severance issues. The second and third year cost estimates shown in Attachment 2 assume that the Riverside County Fire and City's on-going operating and maintenance and overhead costs remain the same through that period. However, neither Riverside County nor the Hemet Fire Department were required in the Request for Proposals to provide multi-year pricing and neither proposer did. The Cooperative Agreement (Attachment 1) allows for changes in Exhibit A by mutual agreement in the event of an increase or decrease of salary or expenses or when the City requests an increase or decrease in services.

The Hemet Fire Department Proposals:

The revised Hemet Fire Department proposals (Attachment 3) present several resource deployment models. One model maintains the current use of a Squad Truck (an ambulance-type chassis vehicle) and cross-staffing only of the ladder truck. "Cross-staffing" means that the ladder truck does not have dedicated staffing, but the vehicle remains available for calls by staff that would otherwise be using an engine or the squad truck. The other model provides for dedicated staffing of the ladder truck, but discontinuation of the squad truck. The staffed ladder truck model is more comparable to the Riverside County Fire Option #1 service level endorsed by the City Council in their November 13, 2013 meeting. For either of those models, there are three additional options on where to stage the vehicles. In option A, the squad truck would be housed at Fire Station #1 and cover the western portion of that district. The Fire Engine #1 would respond to calls in the eastern section of that district. In option B, the squad truck would be housed at Fire Station #5, which is currently closed and used only by an AMR ambulance squad. The squad truck would respond to calls in a redrawn west side district of Hemet, and Fire Engine #1 would serve a redrawn fire district #1. In option C, the squad truck would be housed at Fire Station #1, responding to eastward calls, with Fire Engine #1 serving the westward fire district #1. The Hemet Fire Department proposal

does not recommend or propose which one of those vehicle staging options is best, suggesting that they either lack the analytical ability to properly assess the options or that they have neglected to do so.

The Hemet Fire Department proposal includes beginning to provide paramedic-level non-transport emergency medical services. It does not propose to use Emergency Medical Dispatching. It includes a 0.5 full-time equivalent fire prevention consultant, with the engine companies also performing some fire prevention inspections. It includes an emergency management consultant to manage the emergency operations center, emergency management plans, and support for the Disaster Planning Commission.

There are two sets of cost estimates for the Hemet Fire Department proposals – those prepared by the former Acting Fire Chief Primo Reynoso and those prepared by the former Deputy City Manager, Rita Conrad. The cost differences are all in the estimates of salaries and benefits; the Deputy City Manager used the Acting Fire Chief's estimates for the operating expenses and for overtime expenses. Greater confidence is placed in the Deputy City Manager's cost estimates, as Ms. Conrad was responsible for the City's budget preparation, payroll and benefits administration, financial accounting, and financial reports and projections. For that reason, Ms. Conrad's cost estimates are those used in the cost comparisons shown in Attachment 2. When Cal PERS notified the City and CAL FIRE of updated employer contributions for retirement benefit, Interim Finance Director Tom Kanarr updated the costs of both the Hemet Fire Department proposals and the Riverside County Fire proposal to reflect those numbers. Those adjustments are also reflected in the cost comparison shown in Attachment 2. Cost estimates are provided for both the proposed models – the one using the squad truck & cross-staffed ladder truck; and, the other using the staffed ladder truck and discontinued squad truck. As shown in Attachment 2, the first year cost estimate for the squad truck & cross-staffed ladder truck model range is \$11,068,707. The first year cost estimate for the staffed ladder truck without squad truck model range from \$11,541,800. Attachment 2 also depicts possible second and third year costs, assuming no changes in salaries & wages or operating & maintenance expenses and overhead expenses, although multi-year cost estimates were not requested or provided in the proposals. Attachment 2 also displays the impacts of the labor concessions offered by HFFA (Attachment 5) on the multi-year cost estimates.

The Hemet Fire Department proposal does not include any costs for vehicle replacements, even though the current Acting Fire Chief believes two front-line fire engines should be replaced in FY15. The costs of replacement vehicles can vary considerably, depending upon how configured. However, the last pumper truck purchased in February, 2013 cost \$302,292. Even if argued that replacements could be deferred another year, it is a significant cost omission to not include funding for those vehicles.

Pros and Cons of the Proposals:

The Riverside County Fire Proposal is a superior proposal in a number of respects:

1) Better budget management and possibly lower actual costs: Riverside County Fire has a superior record of managing their budgets. Over a three year period from FY2010-11 through FY2012-13, Riverside County Fire only exceeded their annual budgets three times for the 20 cities (i.e., 5% of the time) they served throughout that period. They averaged spending only 95% of budget during those years (Attachment 6). Riverside County Fire's customer cities are only responsible for actual costs, not budgeted costs. The City would not be subject to cost overages resulting from poor budget planning or operations management. On the other hand, the Hemet Fire Department has exceeded its budget in four of the last eight audited fiscal years (i.e., 50% of the time) from FY2005-06 through FY2012-13, (Attachment 7) averaging spending that is 100.9% of budget, which raises significant doubts as to how reliable the Hemet Fire Department cost estimates are. If the actual costs of the Riverside County Fire services are as much lower, and the Hemet Fire Department actual costs as much higher, as they historically are from the amounts budgeted, the combined 5.9% variation of actual costs from budgeted equates to about a difference of over \$540,000 in the cost comparisons shown in Attachment 2. Those potential differences in actual vs. budgeted costs are reflected in Attachment 4. Those differences would reverse the apparent first and third year cost advantage of the Hemet Fire Department squad truck with cross-staffed ladder proposal, and further increase the cost advantage of the Riverside County Fire proposal when compared to the Hemet Fire Department staffed ladder truck without squad truck option. That staffed ladder truck option provides the service level most comparable to the Riverside County Fire Option #1 service level selected by the Council in November, 2013. The Hemet Fire Department proposal also did not include the costs of vehicle replacements, which would be at least \$300,000 each. Vehicle replacements would not be the City's responsibility in the Riverside County Fire proposal, if current fire engines are transferred to Riverside County Fire.

The proposed overtime budget for the Hemet Fire Department of \$611,600 appears particularly suspect. The overtime expense in FY2012 was \$1,062,901, it was \$973,741 in FY2013, and it was \$1,300,282 in FY2014. Two FY2013 budgeted "floater" firefighter positions are not included in the Hemet Fire Department proposal, making it increasingly likely that actual overtime costs will significantly exceed the amount proposed, even allowing for the normal reallocation of lapsed salaries from vacant positions. The Hemet Fire Department proposal included some vacation leave restrictions that were assumed to save \$134,000 in overtime. It is also likely that the proposed Hemet Fire Department paramedic program costs are understated, as some assumed free medical oversight services will now require \$25,000 in funding, and ongoing training/quality assurance costs may have been understated. HFFA is offering labor concessions that would extend through October 31, 2018, and those potential impacts are shown in the cost comparisons, but there is no agreed upon successor memorandum of understanding that provides any certainty on Hemet Fire Department wages, hours, and other terms and conditions of employment through that period.

Other examples of better budget management include:

- * CAL FIRE has a better record of controlling labor costs and productivity, as their salaries and benefits per hour worked are lower than the Hemet Fire

Department; CAL FIRE fire fighters' work schedules average about 830 more hours of service per year.

- * Riverside County Fire offers a more efficient management model for the City of Hemet, as their Fire Chief and other management and overhead staff can be shared over a broader, integrated system.

2. Response Times and Service Levels: Riverside County Fire is best able to meet or exceed the City General Plan, Public Safety Facilities Element ("PSFE") response time performance standards and to provide a superior level of service. About 87% of calls received by the Hemet Fire Department are for emergency medical service, making responsiveness and patient care service a top service priority.

Response Times

The PSFE requires a response time for fire and emergency medical calls of five minutes or less for 80% of calls on both a citywide and response area. The application of this standard, commonly misidentified as "Measure C", is often misunderstood. On June 17, 1988, the voters approved Measure C affirming the notion that new development should not occur unless it was demonstrated that the services and facilities related to such development met or exceeded the PSFE's performance standards. Measure C did not contain any performance standards, rather it directed the City to develop goals and performance standards for five public services, one of which was fire and emergency medical services, to be included in a PSFE as part of the General Plan. On July 21, 1992, the City Council by Resolution 2981 approved the PSFE which was subsequently placed on the ballot as Measure EE for ratification by the voters. Measure EE was approved by the voters and the City adopted Resolution 3007 to incorporate the PSFE into the City's 1992 General Plan. Currently, the PSFE is included as Appendix G in the City's most recent General Plan 2030. The fire services goal in the PSFE is "to provide adequate fire prevention and emergency fire, medical and hazardous materials services for the protection of lives and property." The corresponding performance standard is a "response time of five (5) minutes or less for 80 percent of fire and emergency medical calls will be provided on both a citywide and response area basis."

The PSFE, like the General Plan of which it is a part, is a land use planning tool and does not deal with operational issues such as who will provide Fire Services, much less limit a City's discretionary ability to determine how best to provide such services. The performance standards are intended to ensure that developer pay for the public facilities necessary to mitigate the impact of their new developments. If the performance standards are not being met, then certain limitations on development within Council identified Public Facilities Improvement Target Area go into effect. Due to the reduced pace of development since 2008, none of the limitation thresholds have been triggered in areas where the City is not currently meeting the performance standards. However, to ensure the best levels of service continue to be available to Hemet residents, to avoid future negative impacts on future development within the City, and to accord with the spirit and intent of the PSFE, the City incorporated compliance with the response time performance standards into the RFP for fire and emergency medical services.

The Hemet Fire Department proposal does not specifically address PSFE response times nor does it propose methods to improve response times. The Hemet Fire Department does not currently meet the PSFE performance standards. During 2013, only 55% of calls were responded to in five minutes or less. The Hemet Fire Department has not developed a Fire Master Plan to address the response time issues.

Riverside County Fire's integrated, regional approach to service delivery offers realistic opportunities for improving in response times for a number of reasons. Units could respond from adjacent County Fire stations when they are the closest available units. Also the proposed Cooperative Agreement includes contractual provisions ensuring that Riverside County Fire will meet or exceed the PSFE response times. In addition to incorporating the PSFE performance standard into the Cooperative Agreement, Riverside County Fire is required to report its response time performance on at least a quarterly basis, and will indicate the percent of fire and emergency medical calls that achieve a response time of five (5) minutes or less, on a citywide and response area basis. If Riverside County Fire's response times are less than eighty percent on a citywide and Public Facility Improvement Target Area basis for two consecutive quarters, then Riverside County Fire is required to provide the City with a written report within 45 days on what actions they have taken to comply with the response time performance standards and provide written recommendations on how best to achieve compliance. The City does not currently have this heightened level of reporting and accountability with its own Fire Department. In addition Riverside County Fire will assist the City if preparing a Fire Master Plan which will allow the City to better implement the PSFE performance standards. Finally, Riverside County Fire will provide Mutual Aid resources and cover resources as operationally necessary to maintain the City's response time goals.

Service Levels

Riverside County Fire is committing to meet or exceed the current Hemet Fire Department service level and response times. Riverside County Fire has a proven record of providing paramedic level emergency medical services and provides Emergency Medical Dispatching (EMD) permitting critical pre-arrival patient care instructions. In contrast, the Hemet Fire Department is newly initiating paramedic service which is untested and without any performance history to assess. Even with eventual paramedic service, the Hemet Fire Department will not be providing EMD and thus unable to provide pre-arrival patient care instructions, and it would significantly increase the cost of the Department's proposal to add these EMD services. Since the City has had difficulty meeting the PSFE response time standards, the demonstrated ability to provide pre-arrival patient care instructions together with paramedic services is an important ability in mitigating current response time deficiencies.

Other advantages of the Riverside County Fire proposal are similarly compelling.

- 1) Riverside County Fire also has more experience and capabilities in emergency preparedness and emergency incident management.
- 2) Riverside County Fire proposes a full-time Fire Safety Supervisor, while the Hemet Fire Department proposes a half-time fire prevention consultant,

supplemented by fire station staff inspections. However, the amount of fire prevention inspections to be performed by fire station staff is unspecified, and HFFA has not yet agreed to the use of fire station staff for those inspections. So, the Riverside County Fire proposal offers greater security of an adequate fire prevention effort.

- 3) Riverside County Fire has also agreed to assist in preparing a master plan for Hemet fire/EMS services, while those capabilities are not as evident in the Hemet Fire Department.
- 4) As part of an integrated, regional service model, Hemet would also have more resources to draw upon to ensure staff and equipment availability

There are several advantages associated with the Hemet Fire Department proposals:

1) Reduced dispatching time: Because calls would not need to be forwarded from the Hemet Police Department to the Riverside County Fire/Emergency Command Center for dispatching, there would be a small savings in dispatch time, estimated to be about 15 seconds per call. However, on emergency medical calls, that small difference in dispatching time is more than offset by the emergency medical dispatch (EMD) service provided by Riverside County Fire, which provides pre-arrival patient care instructions that can improve patient outcomes. Since 87% of the dispatches are for emergency medical care, that EMD service advantage is significant.

2) Greater control over local resources: Because the Hemet Fire Department is not part of an integrated, regional service system, requests for assistance in deploying resources outside the City could be denied. However, a pattern of consistently denying mutual aid requests could reduce the willingness of others to provide mutual aid to us when requested.

3) No learning curve for site locations & conditions: The Hemet Fire Department would need no orientation on City addresses, traffic, and site conditions. Riverside County Fire would need some orientation, although they do assist on calls now within the City and we anticipate some Hemet Fire Department employees would be offered positions with Riverside County Fire.

4) Potential for greater control over labor costs: Because the City would retain responsibilities for labor negotiations in this model, there is at least the potential for greater control over labor costs. However, as noted in the evaluation of the Riverside County Fire proposal, the historical pattern has been that the City has been less successful in negotiating competitive labor costs and productivity standards than has CAL FIRE. CAL FIRE salaries and benefits are lower per hour worked; CAL FIRE fire fighters provide an average of 830 more hours of service per year.

As summarized in the table below, considering the positives and negatives of the competing proposals, the Riverside County Proposal is superior.

<u>Item of Comparison</u>	<u>County Proposal Superior</u>	<u>Hemet Fire Dept. Proposal Superior</u>
Estimated actual costs of most comparable proposals	X	
Assurance of response times	X	

Item of Comparison (continued)	County Proposal Superior	Hemet Fire Dept. Proposal Superior
Emergency preparedness/Emergency Incident management	X	
Fire prevention capabilities	X	
Master planning	X	
Emergency medical dispatch	X	
Proven paramedic services	X	
Control of labor costs & productivity	X	
Budget management	X	
Access to supplemental resources	X	
Management efficiency	X	
Dispatching time		X
Familiarity with local addresses, traffic conditions & site conditions		X
Control of use of apparatus		X

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed Cooperative Agreement cites the City's adopted General Plan performance standards for fire and emergency medical services, and requires reporting of performance levels and preparation of mitigation strategies for the City's consideration if the City's performance standards are not being met.

POTENTIAL ALTERNATIVE ACTIONS:

The primary alternative is retaining the Hemet Fire Department as the provider of these services.

FISCAL IMPACT:

The estimated costs of the proposals are shown in Attachment 2.

In the first two years, there would be some initial one-time implementation costs and a Cal PERS deferral of the effects on Cal PERS retirement contributions. The actual first year one-time implementation costs are uncertain, largely as there currently is no agreement with HFFA on transition or severance issues. If the City's last, best, and final offer is imposed, those transition costs were estimated to be \$768,744, plus the cost of any accrued vacation time. For those reasons, the amounts shown for the third year likely best represent the levels of ongoing savings in the future. The expected third year budgeted costs of the Riverside County Fire proposal are \$463,931 higher than the Hemet Fire Department's squad with cross-staffed ladder truck proposal. They are \$104,710 lower than the Hemet Fire Department's staffed ladder truck without squad truck model. The actual costs of the Riverside County Fire proposals are likely to be lower than the budgeted costs, based on their experience serving other cities. The Hemet Fire Department's actual costs are as likely as not to exceed the budgeted amounts, based on their experience. If the Riverside County Fire and Hemet Fire

Item of Comparison (continued)	County Proposal Superior	Hemet Fire Dept. Proposal Superior
Emergency preparedness/Emergency Incident management	X	
Fire prevention capabilities	X	
Master planning	X	
Emergency medical dispatch	X	
Proven paramedic services	X	
Control of labor costs & productivity	X	
Budget management	X	
Access to supplemental resources	X	
Management efficiency	X	
Dispatching time		X
Familiarity with local addresses, traffic conditions & site conditions		X
Control of use of apparatus		X

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

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Department's historical patterns of actual vs. budgeted expenses are continued, the actual costs of the Riverside County Fire proposal are expected to be lower than the Hemet Fire Department proposals. Both the Hemet Fire Departments' proposals and the Riverside County Fire proposal for the first year are higher than what the status quo budget expenses would be expected to be for the current Hemet Fire Department operations.

Respectfully submitted,

Approved as to form:



Wally Hill
City Manager



Eric S. Vail
City Attorney

Attachment(s):

- #1 Proposed Cooperative Agreement with Riverside County Fire
- #2 Comparison of 3 Year Costs of Fire and Emergency Medical Proposals
- #3 Hemet Fire Department proposal summary: "HFD Budget Influences 2015"
- #4 Comparison of 3 Year Costs of Fire and Emergency Medical Proposals, with projections of budget vs. actual expenses
- #5 Hemet Firefighters' Association 3/5/2014 proposals
- #6 Budget vs. actual expenses for Riverside County Fire Cooperative Agreements
- #7 Budget vs. actual expenses for Hemet Fire Department FY06 to FY13

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF HEMET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Hemet, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Fire Department Division Chief or Deputy Chief, as outlined in Section III B, or COUNTY may assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing services which shall include but not limited to such items as attending City Council meetings; preparing, presenting, and maintaining the CITY Fire Department budget; provide personnel management; attend other meetings or events as appropriate; coordinate emergency preparedness with other

CITY agencies and officials, and the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment, including the use of the Riverside County Volunteer Reserve Program, in order to provide the Fire Services that will match or exceed the CITY's own provision of current service levels and response times, which is in compliance with the COUNTY approved level of service, while striving for the most cost efficient delivery methods as agreed upon herein.

The CITY has a response time performance standard of five (5) minutes or less for Eighty Percent (80%) of fire and emergency medical calls, provided on both a citywide and response area basis. COUNTY will report its response time performance on at least a quarterly basis, and will indicate the percent of fire and emergency medical calls that achieve a response time of five (5) minutes or less, on a citywide and response area basis. COUNTY will provide Mutual Aid resources and cover resources as operationally necessary to maintain CITY's response time goals.

If less than Eighty Percent (80%) on a citywide and Public Facility Improvement Target Area basis for two (2) consecutive quarters, COUNTY will provide a written report within 45 days on what actions they have taken to comply with the response time performance standards and provide written recommendations to CITY on how best to achieve compliance.

For the purposes of this section, response time will be measured from the point where assigned resources initiate response, to the arrival on scene of the required apparatus and personnel.

COUNTY will also assist CITY in preparing a master plan for fire, emergency medical, and other related services and facilities during the term of this contract and will from time to time review and suggest modifications to the boundaries and configuration of Public Facilities Improvement Target Areas to reasonably achieve the best response times. CITY will be responsible for any associated costs.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or decrease in services is approved by COUNTY.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the

funds represented as set forth in Exhibit "A." The CITY would be obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or reduction. Proper notification shall include the following: (1) The total amount of increase or reduction; (2) The effective date of the Increase or reduction; and (3) The number of employees, by classification, affected by the proposed increase or reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or reduction, in addition to any other remedies available resulting from the increase or reduction in services. COUNTY is under no obligation to approve any requested increase or reduction. COUNTY shall render a written decision on whether to allow or deny the increase or reduction within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

G. The CITY and the COUNTY also agree that the aerial ladder truck owned by the CITY is of mutual benefit and provides service to the CITY as well as to the unincorporated territory of the County of Riverside. Notwithstanding the provisions stated above, in Section III, Paragraph F, regarding the transfer of ownership of other fire engine(s) currently owned by CITY, the CITY shall retain ownership of the aerial ladder truck and maintain the insurance on said truck. COUNTY will operate said aerial

ladder truck in furtherance of this agreement. The ladder truck maintenance and/or repair costs shall be paid through the Cost Allocation Plan. The COUNTY agrees to continue to house the ladder truck at a CITY Fire Station, subject to the provisions in Section III, paragraph I.

H. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

I. Notwithstanding the terms as set forth and outlined above in Section III: Payment for Services; the COUNTY and CITY agree to annually review and analyze the utilization of resources and any cost share arrangements set forth in the Agreement as outlined in the Exhibit "A".

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2015, to June 30, 2019.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services provided under this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, or any extension hereof, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. If CITY and COUNTY are actively negotiating the terms to a new agreement, the parties may enter into an amendment of this agreement to extend the term up to an additional one year period. This additional period may apply to the original end date of this agreement or can be an additional extension beyond the one year extension provided for in Section IV.C., above.

E. No extension shall be beyond two years from the original end date.

F. The cost of services provided by COUNTY during any extended period shall be based upon the prorated amount that would have been charged to CITY during the fiscal year in which any extended period falls. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Exhibit "A," of this Agreement.

SECTION V: TERMINATION

This Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

At the termination of this Agreement, and pursuant to the terms of this Section, the CITY, at their option, may purchase back any and all existing equipment that was purchased by the COUNTY pursuant to this Agreement, at the current depreciated value of such equipment, if still owned by the COUNTY. Any existing equipment that was donated from the CITY to the COUNTY pursuant to this Agreement shall be returned to the CITY, if still owned by the COUNTY.

SECTION VI: DISPATCH SERVICES

Fire and Emergency Medical Dispatch Services are the responsibility of, and provided by the COUNTY through its Fire Emergency Command Center ("ECC") currently in Perris, CA. The CITY through its Police Department is responsible for all emergency ("9-1-1") calls that originate in the City of Hemet. The CITY Police Department will transfer all Fire and Emergency Medical calls to the COUNTY "ECC" for direction and dispatching of Fire units. COUNTY "ECC" personnel have been trained to provide caller with pre-arrival instructions.

The COUNTY "ECC" provides radio and alpha paging to meet current safety and operational capabilities.

SECTION VII: TRAINING

For the purpose of Fire Services, as described in Section I., all employees designated as set forth in the attached Exhibit "A" will meet or exceed the State of California mandated standards, requirements, and specific operational needs for each individuals classification. Continued training requirements shall be provided for by COUNTY by qualified instructors. All required certifications and license requirements are tracked and maintained by the COUNTY, and shall be provided to CITY upon request.

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SECTION VIII: COMMUNICATION EQUIPMENT

The COUNTY through its Fire COM/IT Bureau ("COM/IT"), provides Fire Services Personnel with required equipment, software, and maintenance thereof as outlined in COUNTY policy, to provide the Fire Services outlined in this Agreement. The costs and expenses of such equipment, software, maintenance, and personnel shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION IX: GEOGRAPHICAL INFORMATION SYSTEMS

The COUNTY through its Geographical Information Systems ("GIS") Department maintains all Fire and Emergency Call statistics dispatched through the COUNTY "ECC". All statistics and records are maintained in accordance with the COUNTY Retention Policy.

The CITY will be provided statistics and records within a reasonable amount of time upon request.

SECTION X: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

COUNTY, through its Public Information Office "PIO" provides twenty-four (24) hour fire and emergency incident information to the public and news media on all COUNTY responsibility incidents.

SECTION XI: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION XII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

CITY shall continue to receive any fee, fines, reimbursements, awards, grants, or other revenues associated with services provided by the CITY not provided under this Agreement such as "false alarm recovery".

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION XIII: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION XIV: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Hemet from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. All personnel assigned per the attached Exhibit "A" shall maintain the facilities daily normal housekeeping, landscape maintenance, and minor repairs. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

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SECTION XV: FIRE PREVENTION & EMERGENCY PREPAREDNESS

COUNTY, through its various departmental programs and personnel, shall provide the CITY with Fire Safety Inspections, Fire Hazardous Reduction Programs, Disaster Planning, Fire Protection Planning, and Public Education with costs and expenses being reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XVI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XVII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree 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 or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XVIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposed of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County. Unless otherwise noted, each party shall bear their own costs in all dispute resolutions.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

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SECTION XIX: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF HEMET

City Manager
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XX: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF HEMET

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

GREGORY P. PRIAMOS,
County Counsel

By: _____

ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY
 PRELIMINARY DATED SEPTEMBER 3, 2014 FOR FY 14/15
(V1.1 - 4 Engines, 1 Truck, 1 BC, 1 FSS, 1/2 ESC)
(County Fire pays for 50% Truck Personnel costs)

	CAPTAIN'S		CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS					
STA. #1	364,781	2		155,987	1	175,533	1	141,260	1	152,078	1	989,639	6
(Truck)	273,585	3		233,981	3			211,890	3	228,118	3	947,573	12
STA. #2	364,781	2		155,987	1	175,533	1	141,260	1	152,078	1	989,639	6
STA. #3	364,781	2		155,987	1	175,533	1	141,260	1	152,078	1	989,639	6
STA. #4	364,781	2		155,987	1	175,533	1	141,260	1	152,078	1	989,639	6
Fixed Relief	182,390	1		155,987	1					152,078	1	490,456	3
Vac. Relief - Engine	182,390	1				175,533	1			152,078	1	510,002	3
Vac. Relief - Truck												0	0
SUBTOTALS	2,097,489			1,013,916		877,667		776,929		1,140,588		5,906,588	
SUBTOTAL STAFF		13			8		5		7		9		42
BATTALION CHIEF						217,752	each					217,752	1.0
FIRE SAFETY SUPERVISOR (Assistant Fire Marshal)						127,015	each					127,015	1.0
EMERGENCY SERVICES COORDINATOR						110,821	each					55,411	0.5
SUBTOTAL												\$400,177	44.5
ESTIMATED SUPPORT SERVICES													
Administrative/Operational						16,233	per assigned Staff **					698,019	43.0
Volunteer Program						6,781	Per Entity Allocation					6,781	1.0
Medic Program							Medic FTE/Defib Basis					96,451	
Fleet Support						50,479	per Fire Suppression Equip					227,156	4.5
ECC Support							Calls/Station Basis					433,010	
Comm/IT Support							Calls/Station Basis					650,640	
Hazmat Support												33,365	
SUPPORT SERVICES SUBTOTAL												2,145,421	
ESTIMATED DIRECT CHARGES												100,000	
FIRE ENGINE USE AGREEMENT						23,200	each engine					92,800	4
ONE TIME START UP CHARGES												262,595	
SUBTOTAL												455,395	
TOTAL STAFF COUNT													43.0
TOTAL ESTIMATED CITY BUDGET												\$8,907,581.52	

*Three Captains funded by Riverside County

SUPPORT SERVICES

Administrative & Operational Services

Finance

Training

Data Processing

Accounting

Personnel

Procurement

Emergency Services

Fire Fighting Equip.

Office Supplies/Equip.

43.0 Assigned Staff

43.00 Total Assigned Staff

4 Fire Stations

13,000 Number of Calls

14 Assigned Medic FTE

5 Monitors/Defibs

4 Hazmat Stations

20 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 14/15 POSITION SALARIES TOP STEP

272,753	DEPUTY CHIEF	23,200	FIRE ENGINE
269,126	DIV CHIEF	16,233	SRVDEL
217,752	BAT CHIEF	6,781	VOL DEL
182,390	CAPT	6,409	MEDIC FTE
203,397	CAPT MEDIC	1,345	MEDIC MONITORS/DEFIBS REPLACEMENT
155,987	ENG	68,720	BATT DEL
175,533	ENG/MEDIC	14,945	ECC STATION
141,260	FF II	28.71	ECC CALLS
152,078	FF II/MEDIC	50,479	FLEET SUPPORT
127,015	FIRE SAFETY SUPERVISOR	22,455	COMM/IT STATION
118,433	FIRE SAFETY SPECIALIST	43.14	COMM/IT CALLS
101,475	FIRE SYSTEMS INSPECTOR	2,596	FACILITY STATION
56,023	OFFICE ASSISTANT III	702.22	FACILITY FTE
66,145	SECRETARY I	2,600	HAZMAT STATION
110,821	EMERGENCY SERVICES COORDINATOR	1,060.19	HAZMAT CALLS
		1,761	HAZMAT VEHICLE REPLACEMENT

FY 14/15 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF HEMET
DATED _____, 2015**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 1

Engine 1, RCO No. _____ \$ 23,200.00

Station 2

Engine 2, RCO No. _____ \$ 23,200.00

Station 3

Engine 3, RCO No. _____ \$ 23,200.00

Station 4

Engine 4, RCO No. _____ \$ 23,200.00

\$ 92,800.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement at a service level that meets or exceeds all legal safety and code compliance requirements.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$464,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

A

**COMPARISON OF 9/3/14 COUNTY FIRE PROPOSAL
TO REVISED 5/8/14 HEMET FIRE DEPARTMENT PROPOSAL
City Squad w/Cross-Staffed Ladder Truck Option**

9/3/14

	Year One	Year Two	Year Three
1 Retained Costs per Fin Dir & City Gate analysis	2,009,151	2,009,151	2,009,151
2 One-Time City Costs	402,177	-	-
3 Stranded PERS Costs	-	-	663,000
4	<u>2,411,328</u>	<u>2,009,151</u>	<u>2,672,151</u>
5			
6 County Fire Proposal	8,907,582	9,039,582	8,909,287
7 One-Time County Costs		(262,295)	
8 Revised County Proposal 9/3/14	<u>8,907,582</u>	<u>8,777,287</u>	<u>8,909,287</u>
9			
10 Total Cost for County	<u>11,318,910</u>	<u>10,786,438</u>	<u>11,581,438</u>
11			
12			
13			
14 City Cost per Finance Director	11,068,707	11,153,107	11,317,507
15 HFFA 5% PERS rate concession 5/8/14	(200,000)	(200,000)	(200,000)
16			
17 Total Cost for City Fire Services	<u>10,868,707</u>	<u>10,953,107</u>	<u>11,117,507</u>
18			
19 Annual Cost Comparison of County Fire Proposal			
20 to City Squad w/Cross-staffed truck proposal	<u>(450,203)</u>	<u>166,669</u>	<u>(463,931)</u>
21			
22			
23 FY 13-14 Adopted City Budget Fire Dept w/o			
24 \$900,000 for EMD/Paramedic Program	<u>10,659,700</u>		
25			
26 FY 14-15 Est City Fire Status Quo Budget w/			
27 Updated Personnel Costs	<u>10,968,100</u>		
28			

29 Notes:

30 *Two HFD proposals were submitted: 1) a squad truck with cross-staffed ladder truck; 2) a staffed
31 ladder truck without squad truck. This table depicts the estimated costs of the squad truck with
32 cross-staffed ladder truck model, which is the lower cost of the two HFD models.

33 * The HFFA concession 5/8/14 is an additional 5% of the PERS rate.

B

**COMPARISON OF 9/3/14 COUNTY FIRE PROPOSAL
TO REVISED HEMET FIRE DEPARTMENT PROPOSAL
Staffed Ladder Truck without Squad Option**

9/3/14

	Year One	Year Two	Year Three
1 Retained Costs per Fin Dir & City Gate analysis	2,009,151	2,009,151	2,009,151
2 One-Time City Costs	402,177	-	-
3 Stranded PERS Costs	-	-	663,000
4	<u>2,411,328</u>	<u>2,009,151</u>	<u>2,672,151</u>
5			
6 County Fire Proposal	8,907,582	9,039,582	8,909,287
7 One-Time County Costs		(262,295)	
8 Revised County Proposal 9/3/14	<u>8,907,582</u>	<u>8,777,287</u>	<u>8,909,287</u>
9			
10 Total Cost for County	<u>11,318,910</u>	<u>10,786,438</u>	<u>11,581,438</u>
11			
12			
13			
14 City Cost per Finance Director	11,541,800	11,630,929	11,804,540
15 HFFA 5% PERS rate concession 5/8/14	(211,205)	(211,205)	(211,205)
16			
17 Total Cost for City Fire Services	<u>11,330,595</u>	<u>11,419,724</u>	<u>11,593,335</u>
18			
19 Annual Cost Comparison of County Fire Proposal			
20 to CityStaffed Ladder Truck w/o Squad Truck	<u>11,685</u>	<u>633,286</u>	<u>11,897</u>
21			
22			
23 FY 13-14 Adopted City Budget Fire Dept w/o			
24 \$900,000 for EMD/Paramedic Program	<u>10,659,700</u>		
25			
26 FY 14-15 Est City Fire Status Quo Budget w/			
27 Updated Personnel Costs	<u>10,968,100</u>		

29 Notes:

30 *Two HFD proposals were submitted: 1) a squad truck with cross-staffed ladder truck; 2) a staffed
31 ladder truck without squad truck. This table depicts the estimated costs of the squad truck with
32 cross-staffed ladder truck model, which is the lower cost of the two HFD models.

33 * The HFFA concession 5/8/14 is an additional 5% of the PERS rate.

HFD Budget Influences 2015

A

The boundaries between Fire station #1 responding district and Fire station #5 responding district would be altered based on the evaluation of 2013 and 2012 emergency calls within those named districts.

Whether the paramedic Truck or Squad is implemented, the districts would be altered to improve the efficiency of our limited resources.

Option A: The paramedic truck would be housed at Fire Station #1 covering the western portion of the district, while paramedic Fire Engine #1 would respond to the eastern section of the fire district.

Option B: The paramedic squad would be housed at Fire Station #5 with its boundaries altered on its west side, while paramedic fire engine #1 would be serving a modified fire district #1.

Option C: The paramedic squad would be housed at Fire Station #1 with its responding influence being eastward as oppose to paramedic fire engine #1 would be serving the westward fire district #1.

B

The Paramedic program will only allow the rank of 'firefighter' to receive full medic stipend. A modified pay percentage may be applied to a promoted Fire Apparatus Engineer or Fire Captain in as such as our acting program. To compensate for the unexpected vacancy or unusual circumstance during emergency operations whereby we have a firefighter vacancy.

C

The Prevention program will be utilizing contract services to offset our present state of limited resources. Engine Companies will be tasked with performing Inspections in a similar practice being applied in the City of Cathedral. Computer tablets with integrated prevention software to promote real time data and accountability for both parties involved of the Inspection. Also to include fee schedule and cost recovery applications.

D

The 3 battalion chiefs hired will be working a 40 hour schedule. There will be a rotating schedule to accommodate the suppression shift's needs as well as a restrictive overtime policy. The Battalion Chief flyer / job description will need to address these conditions.

E

Vacation Policy #1021 amendment ... Vacation Usage per day / attached 2 documents

1. Existing Policy 1021, 2. Vacation Usage Proposal

Vacation Usage Amendment within Vacation Policy # 1021

I would recommend that we seek to amend the vacation policy through the appropriate meet and confer process.

1. Allowing only 02 days per shift
2. First Come, First Serve application
3. Seniority would not be applied to the application
4. Exception: Fire Chief's discretion, to exceed 2 personnel
5. Trades would be permitted, per Shift Supervisor approval.

If we had practiced such an amendment during July through December 2013, we would have saved 67,000.00 (approx.)

33 shifts x FF Anaya's base pay

The following Cities possess a vacation usage practice.

Cathedral City:

- Limited to 1 Captain, Engineer and Firefighter
- One employee on vacation per rank.
- Three per shift total.
- Does shift trades rank for rank.

City of Escondido:

The on-shift Battalion Chief will monitor these requests and may allow time off for more than four (4) members per shift. However, only voluntary fills will be made for the vacation requests that are not included in the annual vacation selection and approval.

Members who will be off-duty on approved vacations must be replaced with a qualified relief member who will act in their position during their absence.

City of Redlands:

There shall be a limit of eight (8) personnel off for vacation per shift as follows:

1. Two (2) captains,
2. Two (2) engineers,
3. Three (3) paramedics, and
4. One (1) firefighter.

City of Upland:

Per BC Bowden

- 2 Members of any rank at one time.
- Shift trades are allowed.

HEMET FIRE DEPARTMENT

Department Policy 1021

Revised 02-10
Replaces 11-09

VACATIONS

PURPOSE

To have an organized system that personnel can use to schedule accrued vacation or to sell back accrued vacation time.

POLICY

1. Vacation shifts for suppression personnel will be accrued at the rate agreed upon in the "Memorandum of Understanding" (M.O.U.) between the City and the Firefighters Association.
2. Personnel may schedule to take accrued vacation in full or partial shifts.
3. All employees will schedule their vacation so as not to adversely impact the department and shift operations.
4. All vacation requests 12 hours or more, (except holidays noted in section 6 of this policy), entered in telestaff at least two weeks in advance shall be granted. In some instances this may require the use of force backs to fill the vacancy. All partial vacation requests (anything less than 12 hours) should be entered into telestaff by the requesting employee in order to be filled. Force backs will not be used to fill partial vacation shifts, (less than 12 hours), unless it is for department training (ie: Haz-Mat and USAR) or deemed to be department related by the Fire Chief.
5. All vacation requests entered into telestaff less than two weeks in advance will be filled according to current telestaff rules.
6. All employees choosing to use vacation on any of the following holidays will be required to secure their own relief and notify the staffing Captain prior to the requested holiday. Relief will be rank for rank however, Engineers may use Acting Engineers and Captains may use Acting Captains. No other form of vacation request on these holidays will be accepted. Any vacancy that occurs on one of the listed holidays below due to sick calls or workers comp will be filled by using available personnel that are currently signed up on telestaff first and then by the use of force backs.
 1. New Year's Day
 2. Thanksgiving Day
 3. Christmas Eve
 4. Christmas Day
 5. New Year's Eve

VACATION SELL BACK

1. Refer to current MOU for Vacation Sell Back policy.

PROCEDURE

A. SUPPRESSION PERSONNEL

1. Vacation requests shall be entered into telestaff in order to be filled by the staffing officer. All vacation requests will be filled according to department policies.

STAFF AND NON-SUPPRESSION PERSONNEL

1. See Fire Chief for current procedure

A. VACATION SELL BACK REQUESTS

1. To initiate a sell back request, you must complete the "Vacation Sell Back Request" and submit it through the channels to your direct supervisor.
2. The supervisor will verify the information and forward the request to the Fire Chief or his designee for approval.
3. After approval, the request will be forwarded to finance for processing.
4. Requests must be received by the payroll technician no later than Monday of payroll week or Tuesday at 0800 if Monday is a holiday.
5. Vacation pay will be included on the following paycheck. No separate checks will be prepared. Vacation pay hours are taxed at a separate check rate.

Reviewed By:


Fire Association


Fire Chief

Attachment 4

A **COMPARISON OF 9/3/14 COUNTY FIRE PROPOSAL**
TO REVISED 5/8/14 HEMET FIRE DEPARTMENT PROPOSAL
City Squad w/Cross-Staffed Ladder Truck Option

9/3/14	FY 2014-15	FY 2015-16	FY 2016-17
1 Retained Costs per Fin Dir & City Gate analysis	2,009,151	2,009,151	2,009,151
2 One-Time City Costs	402,177	-	-
3 Stranded PERS Costs	-	-	663,000
4	2,411,328	2,009,151	2,672,151
5			
6 County Fire Proposal	8,907,582	9,039,583	8,909,287
10 One-Time County Costs		(262,295)	
12 Revised County Proposal 9/3/14	8,907,582	8,777,288	8,909,287
13 Estimated actual expenses @ 95% average	8,462,203	8,338,424	8,463,823
14 Total Cost for County @ 100% of County estimate	11,318,910	10,786,439	11,581,438
15 Total Cost for County @ 95% actual Co. cost est.	10,873,531	10,347,575	11,135,974
16			
17			
18 City Cost per Finance Director	11,068,707	11,153,107	11,317,507
19 HFFA 5% PERS rate concession 5/8/14	(200,000)	(200,000)	(200,000)
21			
22 Total Cost for City Fire Services @ 100% of Budget	10,868,707	10,953,107	11,117,507
23 Estimated Actual Costs at 100.9% of Budget Avg.	10,966,525	11,051,685	11,217,565
24 Annual Cost Comparison of County Fire Proposal			
25 to City Squad w/Cross-staffed truck proposal	(450,203)	166,668	(463,931)
26 without adjustments for estimated actuals			
Annual Cost Comparison of County Fire Proposal			
to City Squad w/Cross-staffed truck proposal	92,994	704,110	81,591
with adjustments for estimates actuals			
27			
28 FY 13-14 Adopted City Budget Fire Dept w/o			
29 \$900,000 for EMD/Paramedic Program	10,659,700		
30			
31 FY 14-15 Est City Fire Status Quo Budget w/			
32 Updated Personnel Costs	10,968,100		
33			
34 Notes:			
36			
37 *Two HFD proposals were submitted: 1) a squad truck with cross-staffed ladder truck; 2) a staffed			
38 ladder truck without squad truck. This table depicts the estimated costs of the squad truck with			
39 cross-staffed ladder truck model, which is the lower cost of the two HFD models.			
40 * The HFFA concession 5/8/14 is an additional 5% of the PERS rate.			

B

**COMPARISON OF 9/3/14 COUNTY FIRE PROPOSAL
TO REVISED HEMET FIRE DEPARTMENT PROPOSAL
Staffed Ladder Truck without Squad Option**

9/3/14

	Year One	Year Two	Year Three
1 Retained Costs per Fin Dir & City Gate analysis	2,009,151	2,009,151	2,009,151
2 One-Time City Costs	402,177	-	-
3 Stranded PERS Costs	-	-	663,000
4	<u>2,411,328</u>	<u>2,009,151</u>	<u>2,672,151</u>
5			
6 County Fire Proposal	8,907,582	9,039,582	8,909,287
10 One-Time County Costs		(262,295)	
12 Revised County Proposal 9/3/14	8,907,582	8,777,287	8,909,287
13 Estimated Actual Expenses at 95% Average	8,462,203	8,338,423	8,463,823
14 Total Cost for County @ 100% of County estimate	<u>11,318,910</u>	<u>10,786,438</u>	<u>11,581,438</u>
15 Total Cost for County @ 95% actual Co. cost est.	<u>10,873,531</u>	<u>10,347,574</u>	<u>11,135,974</u>
16			
17			
18 City Cost per Finance Director	11,541,800	11,630,929	11,804,540
19 HFFA 5% PERS rate concession 5/8/14	(211,205)	(211,205)	(211,205)
21			
22 Total Cost for City Fire Services @ 100% of Budget	<u>11,330,595</u>	<u>11,419,724</u>	<u>11,593,335</u>
Estimated Actual Costs at 100.9% of Budget Avg.	<u>11,432,570</u>	<u>11,522,502</u>	<u>11,697,675</u>
23			
24 Annual Cost Comparison of County Fire Proposal			
25 to City Staffed Ladder Truck w/o Squad Option	<u>11,685</u>	<u>633,286</u>	<u>11,897</u>
26 without adjustments for estimated actuals			
Annual Cost Comparison of County Fire Proposal			
to City Staffed Ladder Truck w/o Squad Option	<u>559,039</u>	<u>1,174,928</u>	<u>561,701</u>
with adjustments for estimated actuals			
27			
28 FY 13-14 Adopted City Budget Fire Dept w/o			
29 \$900,000 for EMD/Paramedic Program	<u>10,659,700</u>		
30			
31 FY 14-15 Est City Fire Status Quo Budget w/			
32 Updated Personnel Costs	<u>10,968,100</u>		
33			

34 Notes:

37

38 Two HFD proposals were submitted: 1) a squad truck with cross-staffed ladder truck; 2) a staffed
39 ladder truck without squad truck. This table depicts the estimated costs of the city-staffed ladder
40 truck w/o the Squad Option model, which is the higher cost of the two HFD models.



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Hemet Firefighters' Assoc.

Proposal #4 – 5-7-2014

HFA proposes the following comprehensive proposal:

1	Term	Five years (effective November 1, 2013 through October 31, 2018).
2	Salary	There shall be no across the board base salary increases during the term of this agreement. Either party may reopen on the issue of base salary 2 times during the term of this contract, provided, however, any modifications may only be achieved by agreement of the parties (no unilateral imposition, fact finding or impasse).
3	Retirement	<ul style="list-style-type: none"> Effective the first full pay period following ratification, each unit employee shall pay 5% of the employer contribution to CalPERS per G.C. §20516(a). The total employee contribution for retirement shall then be 14%. Saves Hemet over \$200K/Yr.
4	Paramedic	In the event the City implements a paramedic program during the term of the agreement, the differential paid to paramedics shall be 5%.
5	Insurance	During the term of this agreement the City's contributions towards employees' insurance benefits shall be as set forth in the existing agreement. In the event the City provides a greater contribution towards the insurance benefits of another employee organization during the term of this agreement, members of HFA shall be provided such greater contribution(s).
6	Vacations	Agree to new vacation policy, but based on an average daily basis (i.e., average of 2 vacation leaves per shift).
7	All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect, unless subsequently modified in writing by the parties.	

This proposal achieves the following:

- Costs Control For 5 Years:** HFFA's proposal calls for a 5% reduction in employee compensation and **generally guarantees that labor costs will be fixed** at that lower amount for 5 years. HFFA has proposed there be **no base salary increases for 5 years**, and has offered to **pay 5% of the employer costs of retirement**. HFFA has also proposed there be **no increases to employees' medical, dental and vision insurance** benefits. The County's proposal passes cost increase on to the residents of Hemet and provides the **County can unilaterally reduce service levels** if the City does not agree to increased costs within thirty (30) days. Within the last 45 days alone, the **County's has increased its bid by nearly**

\$500,000.00 and will likely increase it again shortly due to base salary increases now being negotiated with CalFire.

- **Better Service, Lower Cost:** The City's own accounting shows ***HFFA's proposal will cost over \$400,000.00 per year less on an on-going basis than the County's proposal.*** Moreover, only HFFA's proposal includes a ***dedicated fire chief, three dedicated battalion chiefs***, a full-time ***Hemet-focused truck company*** and ***retains the dedicated employees*** that make up the Hemet Fire Department, which has ***served the community since 1908***. The County's proposal offers none of these benefits.
- **No Decrease in Service Levels:** HFFA's proposal helps insure that the ***level of service is not decreased by generally fixing labor costs for 5 years*** and the City retains local control over its costs, levels of service, etc. Conversely, the ***County's proposal calls for the City to blindly agree to whatever charges the County assesses*** or face having the ***County unilaterally select which services to reduce or cut altogether***. Hemet residents deserve a defined level of services and to retain full control over the level of service that is provided.
- **Local Control:** Under HFFA's proposal, ***Hemet's own elected officials and fire department management personnel make the important decisions*** that directly affect the delivery of fire service to the community. The County's proposal vests that authority with County officials, who are charged with balancing the interests of San Jacinto, West San Jacinto, Sage, Winchester, Little Lake, Valla Vista and the other State/County lands CalFire protects with those of Hemet's residents. The penultimate issue is about providing the best level of service to ***Hemet residents*** and only HFFA's proposal focuses on that singular issue.
- **Full-Time Dedicated Fire Chief:** By retaining the Hemet Fire Department Hemet's citizens have a full-time, dedicated ***Fire Chief uniquely concerned with the issues affecting Hemet residents***. The Hemet community is large enough, unique enough and, frankly, deserving enough of a Fire Chief whose sole focus is Hemet, not the myriad of surrounding jurisdictions with their individual issues, attributes and focuses. Hemet's calls for service rival those of cities twice as large and ***a full time fire chief is needed*** to adequately deliver the highest level of service to the community.
- **Three full-time, dedicated Battalion Chiefs:** The county's proposal has a battalion chief sharing his attention among San Jacinto [Station #25], West San Jacinto [Station #78], Little Lake [Station #26], Sage [Station #28], Winchester [Station #34], Valla Vista [Station #72], and Hemet Stations [Stations #1, #2, #3, #4]. ***Only the HFFA proposal calls for three***

- dedicated, full-time battalion chiefs, with one on each shift.* Hemet residents need and deserve a dedicated battalion chief to supervise just the calls from Hemet's 4 stations, rather than one that also supervises the calls from these 6 other territories.
- **Truck Company dedicated to City of Hemet:** Only HFFA's proposal includes a ***truck company dedicated to serving Hemet.*** The County's proposal calls for one truck company to be shared by San Jacinto, West San Jacinto, Sage, Winchester, Little Lake, Valla Vista, Hemet and other areas CalFire currently protects, with Hemet residents picking up 50% of the cost. Moreover, the County's proposal calls for the City to maintain liability for the truck even though it will operate outside the City half the time. ***Hemet's call volume is such that its citizen's need and deserve a dedicated, Hemet-focused truck company.***
 - **Quicker response times:** The ***County's dispatch system delays response times.*** Under the County's proposal, 911 calls are answered by a centralized dispatch center and ***callers wait on queue*** while their ***calls are transferred to local dispatchers,*** before emergency personnel are dispatched. Under HFFA's proposal, Hemet's dispatchers field calls directly and dispatch emergency responders promptly without need for callers to be transferred or placed on hold. ***Residents deserve to have life or death emergencies handled as quickly as possible.***
 - **No Resources Wasted on EMD:** the County's proposal calls for Hemet residents to pay for EMD dispatching, which the City's consultant has said is a waste. Citygate concluded EMD "would result in all new costs, with no significant cost off-sets... [And] it would not place a high priority on securing EMD..." More importantly, Citygate could identify not benefits to EMD given the County's manner of operation. Under ***HFFA's proposal all medic calls would continue to have trained, experienced personnel sent to the scene of every emergency.***
 - **Valuable Equipment Remains Property of Hemet:** The County's proposal calls for the ***City to hand over valuable equipment and trucks*** paid for by the residents of Hemet, without any assurances that equipment or vehicles would be used in the City. Further, the County would then charge the City for the maintenance and replacement of that equipment and those vehicles. HFFA's proposal would see ***Hemet residents benefit from the equipment and vehicles they purchased*** and that equipment would be used within the City.
 - **Keep Hemet-Dedicated Employees:** Only under HFFA's proposal is the ***community assured that its existing firefighters will continue to serve the community and there will remain a Hemet-focused workforce.*** HFFA's members have consistently done "more with less" than any other agency, yet the employees remain focused on the ***singular goal of maximizing the safety of all residents of Hemet.*** Under the County proposal Hemet will be merely an



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assignment, not a career-long destination and the ***County has not guaranteed employment to a single existing firefighter.*** Hemet residents deserve to be protected by a consistent group of dedicated employees, not employees who work in Hemet for a few months or until they get promoted and move on. **HFFA's proposal assures that a continuous and dedicated core of employees** is present to deliver fire related services.

////

AGENCY	FISCAL YEAR 10-11			FISCAL YEAR 11-12			FISCAL YEAR 12-13			3 YEAR AVG
	ACTUAL % OF			ACTUAL % OF			ACTUAL % OF			ACTUAL % OF
	BUDGETED	ACTUAL COST	BUDGETED	BUDGETED	ACTUAL COST	BUDGETED	BUDGETED	ACTUAL COST	BUDGETED	BUDGETS FOR
										CUSTOMER
										CITIES
Banning	2,256,454	2,146,910	95%	2,308,164	2,332,073	101%	2,323,388	2,147,699	92%	96%
Beaumont	1,832,631	1,740,750	95%	1,882,998	1,865,131	99%	1,982,082	1,886,316	95%	96%
Calimesa	948,868	953,178	100%	952,498	912,367	96%	1,014,286	990,604	98%	98%
Canyon Lake	1,393,385	1,327,492	95%	1,400,232	1,353,737	97%	1,463,679	1,438,498	98%	97%
Coachella	2,253,504	2,011,510	89%	2,242,520	2,146,689	96%	2,331,291	2,273,316	98%	94%
Desert Hot Springs	1,561,609	1,462,430	94%	1,588,535	1,546,856	97%	1,748,298	1,642,200	94%	95%
Eastvale	1,665,842	1,633,115	98%	1,449,718	1,523,713	105%	1,155,098	947,676	82%	95%
Indian Wells	2,324,378	2,193,994	94%	2,308,959	2,103,329	91%	2,399,893	2,273,701	95%	93%
Indio	10,350,249	9,526,955	92%	10,326,224	9,598,235	93%	10,452,568	9,697,136	93%	93%
Jurupa Valley ^A	All costs part of County Expense			All costs part of County Expense			5,900,725	6,001,926	102%	
La Quinta	4,521,689	4,302,110	95%	4,586,503	4,387,225	96%	4,812,216	4,479,566	93%	95%
Lake Elsinore	4,327,787	4,090,622	95%	4,688,334	4,274,373	91%	4,650,149	4,470,354	96%	94%
Menifee	6,797,820	6,344,101	93%	6,867,240	6,695,039	97%	7,215,143	6,758,415	94%	95%
Moreno Valley	13,535,639	12,834,056	95%	12,425,004	11,697,689	94%	13,917,616	12,982,425	93%	94%
Norco	N/A		0%	2,999,645	2,314,792	77%	3,075,368	3,032,808	99%	
Palm Desert	9,802,870	8,849,068	90%	9,796,539	9,215,896	94%	10,231,651	9,444,236	92%	92%
Perris	2,979,262	2,549,637	86%	2,999,563	2,794,077	93%	3,244,711	2,975,353	92%	90%
Rancho Mirage	4,207,372	3,779,655	90%	4,216,664	3,827,193	91%	4,377,190	3,876,840	89%	90%
San Jacinto	2,902,101	2,699,282	93%	2,931,057	2,828,641	97%	3,080,068	2,908,294	94%	95%
Temecula	10,236,427	9,535,490	93%	10,300,648	9,895,063	96%	10,881,630	10,381,883	95%	95%
Wildomar	1,798,546	1,768,480	98%	1,787,093	1,761,060	99%	1,876,283	1,862,373	99%	99%
Rubidoux CSD	1,619,807	1,517,618	94%	1,579,345	1,570,223	99%	1,579,345	1,588,289	101%	98%
Riverside County (with savings) ^{AA}	57,560,300	60,831,955	106%	57,877,580	60,550,084	105%	54,589,475	55,332,730	101%	
Riverside County (w/o savings)	64,096,954	60,831,955	95%	62,910,413	60,550,084	96%	57,734,438	55,332,730	96%	
									AVERAGE:	95%

^A Jurupa Valley is part of the County costs; an Exhibit was only created for FY 12-13

^{AA} For the County we take a salary savings off of the State Schedule A

City of Hemet Fire Department Budget Analysis FY 2005-06 to FY 2012-13

