



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

APRIL 28, 2015

6:30 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

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

Call to Order

Roll Call

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

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: Acting City Manager Brown
Employee organization:
Hemet Fire Fighters Association (HFFA)
Hemet Mid-Managers Association (HMMA)
-

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

2. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: Acting City Manager Brown
Employee organization:
Hemet Fire Fighters Association (HFFA)
Hemet Mid-Managers Association (HMMA)
-

Presentations

3. Proclamation proclaiming May 2015 as Mental Health Month
 4. Proclamation recognizing the 100th Anniversary of the Kiwanis Club of Hemet
 5. Proclamation proclaiming April 2015 as Sexual Assault Awareness Month & April 29, 2015 as Denim Day
-

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

6. **Approval of Minutes** – April 14, 2015
7. **Receive and File** – Warrant Registers
 - a. Warrant registers dated April 6, 2015 in the amount of \$1,800,861.10 and April 16, 2015 in the amount of \$1,339,509.38. Payroll for the period of March 30, 2015 to April 12, 2015 was \$573,863.14.
8. **Receive and File** – Hemet Planning Commission Resolution No. 15-007
 - a. Receive and file the Hemet Planning Commission Resolution No. 15-007 whereby the Planning Commission finds that the City Council's approved process to dispose of real property and the eventual sale of property conforms to the City's General Plan.

9. **Recommendation by City Clerk** – Destruction of Certain Records
 - a. Adopt a resolution authorizing the destruction of certain records.
Resolution Bill No. 15-015

 10. **Recommendation by Community Development** – First Amendment to the Agreement for Consultant Services Agreement between the City of Hemet and Moore, Iacofano, Goltsman, Inc. (MIG) for Advanced Planning Contract Services
 - a. Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and MIG, Inc. to authorize additional services, and increase the existing contract amount for time and materials not to exceed \$24,000 to be funded by existing developer deposits and special project funds in the current Planning Division Budget for FY 14-15.

 11. **Recommendation by Community Development** – First Amendment to the Agreement for Consultant Services Agreement between the City of Hemet and BMLA, Inc. for Contract Planning Services
 - a. Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and BMLA, Inc. to authorize additional services, and increase the existing contract amount for time and materials not to exceed \$20,000 to be funded by existing developer deposits and special project funds in the current Planning Division Budget for FY 14-15.

 12. **Recommendation by Finance** – Request to Increase Appropriation for City Manager Severance and Final Payment Costs
 - a. Authorize the Deputy City Manager/Administrative Service to record a supplemental appropriation from available fund balance in the amount of \$290,000 in the General Fund (Fund 100) – City Manager Department for payment of severance and final payment costs.

 13. **Recommendation by Finance** – Award of a Three-Year Contract with Eadie and Payne, LLP for Citywide Audit Services
 - a. Authorize the Interim City Manager to enter into a three (3) year contract, with the option to renew for two (2) additional one-year periods, with Eadie and Payne, LLP for citywide audit services.

 14. **Recommendation by Fire** – HSGP Grant Application – Authorized Agent
 - a. Adopt a resolution authorizing the Fire Chief to execute for and on behalf of the City of Hemet, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal assistance provided by the federal Department of Homeland Security and subgranted through the State of California.
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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

15. **Continued Discussion of options for analyzing Water/Sewer System Operations** – Interim City Manager Thornhill, City Attorney Vail and Public Works Director Jensen
- a. Consider undertaking an efficiency study of the water/sewer system operation and calculation of City internal service charges.
 - b. Consider award of contract for to assist in water/sewer system concession agreement request for proposal, evaluation, and negotiations.
 - c. Consider possible revision of water/sewer rate study based on outcome of efficiency study and/or Governor's water conservation order, and impact of Capistrano Court decision on rates.

Discussion regarding this item, with possible direction to staff

City Council Reports

16. CITY COUNCIL REPORTS AND COMMENTS
- A. Council Member Milne
 1. Riverside County Habitat Conservation Agency (RCHCA)
 2. Riverside Conservation Authority (RCA)
 3. Disaster Planning Commission
 - B. Council Member Raver
 1. Planning Commission
 2. Traffic and Parking Commission
 3. Riverside Transit Agency (RTA)
 4. Riverside County Transportation Commission (RCTC)
 5. Watermaster Board

- C. Council Member Youssef
 - D. Mayor Pro Tem Wright
 - 1. Park Commission
 - 2. Riverside County Habitat Conservation Agency (RCHCA)
 - 3. Ramona Bowl Association
 - 4. League of California Cities
 - 5. Western Riverside Council of Governments (WRCOG)
 - E. Mayor Krupa
 - 1. Riverside Conservation Authority (RCA)
 - 2. Ramona Bowl Association
 - 3. Riverside Transit Agency (RTA)
 - 4. Watermaster Board
 - 5. Library Board
 - 6. League of California Cities
 - 7. Riverside County Transportation Commission (RCTC)
 - 8. Western Riverside Council of Governments (WRCOG)
 - F. Ad-Hoc Committee Reports
 - 1. West Hemet MSHCP Ad-Hoc Committee
 - 2. Regent Development Agreement Ad-Hoc Committee
 - 3. Diamond Valley Lake Recreation Ad-Hoc Committee
 - 4. Public Safety Ballot Measure Ad-Hoc Committee
 - G. Interim City Manager Thornhill
 - 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, May 12, 2015 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held May 26, 2015.

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.



#6

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

APRIL 14, 2015

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 Krupa called the meeting to order at 6:01 p.m.

Roll Call

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

ABSENT: Council Member Youssef

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

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 6:01 p.m.

Council Member Youssef arrived at 6:44 p.m.

1. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: Acting City Manager Brown

Employee organization:

Hemet Fire Fighters Association

Hemet Mid-Managers Association

Service Employees International Union General Employees

2. Public Employee Appointment

Pursuant to Government Code section 54962

Title: *Interim City Manager*

Interim Public Safety Director

Fire Chief

3. Conference with Legal Counsel - Anticipated Litigation

One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

Mayor Krupa called the meeting to order at 7:08 p.m.

Roll Call

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

ABSENT: None

OTHERS PRESENT: Acting City Manager Brown, City Attorney Vail and City Clerk McComas

Invocation

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

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Milne

City Attorney Closed Session Report

4. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: Acting City Manager Brown

Employee organization:

Hemet Fire Fighters Association (HFFA)

Hemet Mid-Managers Association (HMMA)

Service Employees International Union General Employees (SEIU)

The City Council received a briefing and gave direction to the City's Agency Representative on HFFA and HMMA. The City Council received a briefing on SEIU with no direction given. There was no additional reportable action.

5. Public Employee Appointment

Pursuant to Government Code section 54962

Title: *Interim City Manager*

Interim Public Safety Director

Fire Chief

The City Council received and report there was no action necessary.

6. Conference with Legal Counsel - Anticipated Litigation

One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

The City Council received and report there was no action necessary.

Presentation

7. Proclamation proclaiming April 2015 as Donate Life Month

Mayor Krupa, read and presented a proclamation to Brenda Beers. Mayor Krupa had the honor of placing a white rose on Donate Life's float at the Rose Parade.

Brenda Beers, thanked the City Council for their continued support to bring awareness to organ donation. Ms. Beers is very proud of saying that the City Council for her City supports their efforts. The proclamation will be displayed on the proclamation wall at the upcoming Run/Walk at Cal State Fullerton. Ms. Beers shared a couple of personal stories and encourage everyone to have the pink dot on their driver's license.

8. Proclamation recognizing the City of Hemet as a Tree City USA and proclaiming April 27, 2015 as Arbor Day

Mayor Krupa, presented the proclamation to Kris Jensen, Public Works Director.

Kris Jensen, Public Works Director, this is the 28th year as a Tree City USA. Ms. Jensen read the proclamation. 4 trees will be planted at Gibbel Park at the next Park Commission meeting.

9. Proclamation proclaiming the 2nd week of April as National Public Safety Telecommunicators Week

Mayor Krupa, presented the proclamation to Rob Webb, Acting Police Chief and Indra Jagdeo, Public Safety Dispatcher.

Rob Webb, Acting Police Chief, the City of Hemet has 13 Public Safety Dispatchers. Ms. Jagdeo was able to unplug and come receive the proclamation on behalf of the dispatchers. Chief Webb talked about the position and said these amazing employees do a superb job, they are our safety life line for both Police and Fire.

City Council Business Consent Calendar

10. **Approval of Minutes** – March 24, 2015

11. **Recommendation by Mayor Pro Tem Wright** – Planning Commission Appointment

- a. Appoint Tami Wilhelm to Seat 4 on the Planning Commission in order to fill at term expiration. The two year term will expire April 1, 2017.

12. **Receive and File** – Warrant Registers

- a. Warrant register dated March 19, 2015 in the amount of \$1,218,247.34 and April 2, 2015 in the amount of \$1,162,374.54. Payroll for the period of March 2, 2015 to March 15, 2015 was \$582,232.70 and March 16, 2015 to March 28, 2015 was \$628,484.16.

13. **Receive and File** - Regional Conservation Authority Board action to approve implementing the Western Riverside County MSHCP local development mitigation fee CPI Adjustment for Fiscal Year 2015-16

- a. Receive and file the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) fee applicable to all developments in the City of Hemet effective as of July 1, 2015.

14. **Recommendation by City Attorney** – Approval of At-Will Agreement for the position of Interim City Manager
 - a. Approve the employment agreement between the City of Hemet and Gary Thornhill.

15. **Recommendation by Acting City Manager** – Approval of At-Will Agreement for the position of Fire Chief
 - a. Approve the employment agreement between the City of Hemet and Don Scott Brown

16. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 15-001
 - a. Adopt an ordinance amending certain sections of Chapter 90 (Zoning Ordinance) of the Hemet Municipal Code to update, clarify, and improve the City's development review process. **Ordinance No. 1900**

17. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 15-002
 - a. Adopt an ordinance amending certain sections of Chapter 90 (Zoning Ordinance) of the Hemet Municipal Code to update provisions related to disability, transitional and supportive housing, fair housing, and other housing-related definitions to achieve compliance with state and federal mandated housing laws. **Ordinance Bill No. 1901**

18. **Recommendation by Administrative Services** – Approval of AB 1600 Annual and Five Year Reports for the City of Hemet Fiscal Years 2008-09 through 2012-13, Annual Report for Fiscal Years 2013-14.
 - a. Adopt a resolution accepting and approving AB 1600 Annual and Five Year Reports for the City's Development Impact Fees and making findings required by Government Code section 66001(d). **Resolution No. 4618**

19. **Recommendation by Administrative Services** – Memorandum of Understanding with Service Employees International Union
 - a. Authorize the City's negotiation team to execute the Memorandum of Understanding (MOU) between the City and Service Employees International Union (SEIU) for the two-year period of July 1, 2014 through June 30, 2016.

20. **Recommendation by Police** – Purchase of Interoperable Handheld Radios for Police Department
 - a. Approve the grant-funded purchase of thirteen (13) Harris handheld radios from vendor, Hi-Desert Communications; and
 - b. Authorize the City Manager to approve the purchase requisition in the amount of \$78,303.12.

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

Item No. 13

Mayor Krupa, as a City Council we have no choice but to accept the increase. As the City's representative I voted No.

Item No. 14

Mayor Krupa, welcomed and introduced the new Interim City Manager Gary Thornhill.

Gary Thornhill, the quality of life issues are paramount to the Council and to me. I was previously the interim ACM and didn't feel like I finished what I wanted to accomplish. I'm glad to be back and ready to move full speed ahead.

Item No. 15

Mayor Krupa, welcomed Don Scott Brown as Hemet's permanent Fire Chief. The Official Swearing In will be on April 22nd at 4:30 p.m. at Fire Station 1.

Communications from the Public

Tracylynn Sharrit, Fair Housing Council of Riverside County, invited the City Council to the 2015 Housing Conference on April 30th at the Riverside Convention Center. Fair Housing has a new facility in Hemet located at 510 E. Florida Avenue that offers direct services on Tuesday's from 1:00 to 5:00 p.m.

Kathleen Marquez, Hemet, expressed concerns with graffiti located behind the Family Dollar Store on Florida between Columbia and Yale and at the Ramona Bowl.

Alan Denz, Hemet CAN, announced Hemet CAN's event to be held on Saturday May 3rd at Hemet Valley Mall. Mr. Denz also announced that Veterans can get free tickets for the opening day of Ramona.

Public Hearing

21. **Draft Community Planning and Development Program 2015-2020 Consolidated Plan, Community Development Block Grant (CDBG) 2015/16 Annual Action Plan and the Draft 2015-2020 Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan for the City of Hemet – CDBG Coordinator Callahan**

- a. Conduct a public hearing and accept public comments;
- b. Approve the documents and authorize the Acting City Manager to sign the certifications and grant application for submission on or before May 16, 2015 to the United States Department of Housing and Urban Development (HUD).

Carla Callahan, CDBG Coordinator, the drafts plans for your consideration have been available for public review and comment for the required 30 days beginning on March 16, 2015. The Annual Action Plan is a statement of the City's needs, goals and objectives for allocating funds to eligible activities recommended and approved for the 2015/16 program year. Goals that are stated in the Annual Action Plan are established in the 2015-2020 Consolidated Plan. No public comments have been received. HUD requires a public hearing and City Council adoption of the plans.

Mayor Krupa declared the Public Hearing opened at 7:41 p.m.

There were no public comments presented at this time.

Mayor Krupa declared the Public Hearing closed at 7:41 p.m.

Council Member Milne, complimented Ms. Callahan for a job well done.

Ms. Callahan, thanked the Council Ad-Hoc Committee for their help and input. This was a citywide effort that included the Housing Element prepared by the Planning Department.

Eric Vail, City Attorney, recommended that the City Council give authority to the Interim City Manager to sign the certifications and grant application.

Council Member Milne moved and Mayor Pro Tem Wright seconded a motion approving this item and giving authority to the Interim City Manager to sign the certifications and grant application. Motion carried 5-0.

Discussion/Action Item

22. **Discussion of options for analyzing Water/Sewer System Operations** – Public Works Director Jensen and City Attorney Vail

- a. Consider undertaking an efficiency study of the water/sewer system operation and calculation of City internal service charges.
- b. Consider award of contract for to assist in water/sewer system concession agreement request for proposal, evaluation, and negotiations.
- c. Consider possible revision of water/sewer rate study based on outcome of efficiency study and/or Governor’s water conservation order.

Discussion regarding this item, with possible direction to staff

Eric Vail, City Attorney, gave the City Council a powerpoint presentation regarding water utility options. At the last City Council meeting staff presented an agreement with PERC Water Corporation based on direction from the City Council to consider and then possible develop an RFP for an operating/concessionaire agreement with another entity. The single focus of the direction was a deficit reduction strategy for the General Fund. City Council deliberations on previously proposed deficit reduction strategies have made staff step back and look at the larger picture. Mr. Vail highlighted major water/sewer considerations that the City is currently dealing with: significant water/sewer rate increase; Governor’s recent statewide conservation order; rate study did not consider whether water utility requires new personnel to function optimally; and is the City Council and staff confident that the water utility is as efficient as it could be. The City Council might want to consider at Efficiency/Utilization Study. The study would determine if there are efficiencies to be obtained or if the department is at the optimum. The study will also confirm that we have the staff necessary for the long-term water planning in an environment of degrading groundwater recourses, increasing regulation, and drought conditions. It will also determine if the size of the Water Utility is optimal to function over the longer term or if the limited customer base can support the capital and personnel costs necessary to provide safe clean water for the decades to come. It is possible that staff can work with PERC Water Corporation to retool the proposal to include this work or a new RFQ might be necessary. The City Council previously received a presentation regarding the rate study and recommended rate increase. The next consideration is to determine if it is better to proceed now with all or some part of the proposed rate increase or modify the proposed rates in response to the Governor’s Conservation Order. Measures will need to be taken to meet the 35% reduction requirement. Proceeding with the pending rate increase will preserve the City’s ability to obtain grant funds or low cost funding for capital improvements. If the City Council decides to proceed with an Efficiency/Utilization Study, the results might affect the future rate increases. The City Council can still consider moving forward with the proposed contract with PERC Water Corporation to assist in water/sewer system concession agreement request for proposal, evaluation, and negotiations. The City has limited assets that

can either be sold or turned into a revenue source, this is one of them. There are still some legal questions regarding this being a General Fund revenue source.

Council Member Milne, asked about the current cases against the Governor's Conservation Order.

Mr. Vail, I have not had a chance to review the briefs, so I have no legal opinion on the current cases. The Governor's order did require agencies to adopt tiered conservation rates that are currently under legal review.

Mayor Krupa, asked if the final report on the rate study is complete and asked for staff's opinion on need for an efficiency study.

Kris Jensen, Public Works Director, we are waiting for the valuation of the water rights that will be available the end of the week to finalize the report. The City's water/sewer department is strong the staff is trained as well as cross trained. We do realize that we struggle with staffing for the higher administrative functions such as grants and project design. We don't see a study as a threat but an opportunity to make sure that we have the right staffing and possible areas of improvement or need.

Mayor Krupa, previously the City Council agreed to move forward with rate increases for water and sewer. Mayor Krupa asked if that action should wait until the outcome of an efficiency study.

Ms. Jensen, recommended that rates still be increased since they haven't been for 8 years. The system needs to gain conservation from the rate payers. The increases are phased and can be adjusted if necessary.

The City Council and staff discussed the rate structure.

Mayor Pro Tem Wright, agrees that the rates need to be increased. In order to obtain any type of funding the State needs to know that we are financially responsible. Mayor Pro Tem Wright suggested that the City offer conservation tools and information to our residents.

Council Member Milne, suggested that the City look at all aspects of the water system.

Council Member Raver, supports an audit of the department. Council Member Raver expressed concern about the condition of the State's water table and the availability of water. Council Member Raver suggested that the City Council direct the Interim City Manager to review this in its entirety. Council Member Raver suggested that a consultant look at the merits of selling the water allocated to us that we don't use. EMWD and LHMWD have both expressed interest in buying our water. An efficiency study will help us manage the department.

Council Member Youssef, feels that the study would not be relevant unless the City has something to compare the study to such as an offer from another agency.

Council Member Raver moved that the City Council approve Item No. 22.A. The Motion failed due to lack of a second.

Mayor Pro Tem Wright moved and Council Member Raver seconded a motion to approve Item Nos. 22.A and 22.C.

Council Member Raver, expressed concern with 22.C the rates have already been considered.

Staff explained the Proposition 218 noticing process.

Council Member Raver, recommended that this item be continued to April 28th giving Mr. Thornhill time to review and bring back the correct wording.

Council Member Raver withdrew his second of the previous motion.

Mr. Vail, suggested that the City Council direct staff to bring back recommendations based on the City Council's discussion. Mr. Vail asked the City Council if the intent is still to transfer

money to the General Fund as a deficit reduction strategy.

Mayor Krupa, recommended that the intent be efficiency.

The City Council gave direction to staff to review the options and bring back recommendations based on the City Council's expressed concerns.

City Council Reports

23. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Milne

1. Riverside County Habitat Conservation Agency (RCHCA)
2. Riverside Conservation Authority (RCA)
3. Disaster Planning Commission

Council Member Milne had an opportunity to discuss the water issue. The Governor's orders were discussed. The hope is that the Federal Government will reduce their requirement to complete the Northern California infrastructure.

B. Council Member Raver

1. Planning Commission
2. Traffic and Parking Commission
3. Riverside Transit Agency (RTA)
4. Riverside County Transportation Commission (RCTC)
5. Watermaster Board

C. Council Member Youssef

D. Mayor Pro Tem Wright

1. Park Commission
2. Riverside County Habitat Conservation Agency (RCHCA)
3. Ramona Bowl Association
4. League of California Cities
5. Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Wright attended the Executive Committee Meeting. Streetlight Program is moving forward. TUMF has generated \$620,000,000.00, since 2003. 13,500 Hero projects have been completed. Ken Young, Superintendent Riverside County School District, gave a presentation on the county wide campaign to encourage students to complete their college applications. He also talked about proposed banner program for college students being considered by cities.

Attended conference on April 10th where the liveliest discussion was regarding synthetic turf and whether or not it is safe. EMWD was opposed to the proposed legislation because of the language. The studies that have been completed have not found any real problems with the turf.

Mayor Pro Tem Wright welcomed Tami Wilhelm to the Planning Commission.

E. Mayor Krupa

1. Riverside Conservation Authority (RCA)

2. Ramona Bowl Association

April 18th Opening Day and First Nighter's Party at the Hemet Stock Farm.

3. Riverside Transit Agency (RTA)
4. Watermaster Board
5. Library Board
6. League of California Cities

The League's Community Services Policy Committee met on April 10th. The League is opposing a number of the proposed bills. Executive meeting was April 13th a group of local regional bills will be coming back to the City Council to consider support of including the support of Ontario Airport

7. Riverside County Transportation Commission (RCTC)

The Board did approve the EIR for Mid-County Parkway so that will go to the State for consideration.

8. Western Riverside Council of Governments (WRCOG)

F. Ad-Hoc Committee Reports

1. West Hemet MSHCP Ad-Hoc Committee
2. Regent Development Agreement Ad-Hoc Committee
3. Diamond Valley Lake Recreation Ad-Hoc Committee

Council Member Youssef, the first meeting is scheduled for June 1st.

4. Public Safety Ballot Measure Ad-Hoc Committee

Council Member Raver, the Ad-Hoc Committee received an initial draft for a ballot measure that would require a majority vote of the public for outsourcing public safety services.

G. Acting City Manager Brown

1. Manager's Reports

David Brown, Acting City Manager, gave a State of the City report from his three week experience. I have been exposed to things I didn't know existed. Your executive team is awesome. Mr. Brown was impressed by the issues the City Council Members deal with on a volunteer basis. Thanked Rob Webb for stepping up as the Acting Police Chief.

Mayor Krupa, thanked both Dave Brown and Rob Webb for the assistance during the last three weeks. Dave has done an outstanding job. The City does have the best team of Department Head's.

Future Agenda Items

Chickens

Adjournment

Adjourned at 8:46 p.m. to Tuesday, April 28, 2015 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM:  Jessica A. Hurst, DCM/Administrative Services Director;
Gary Thornhill, Interim City Manager

DATE: April 28, 2015

RE: Warrant Register

The City of Hemet's warrant registers dated April 6, 2015 in the amount of \$1,800,861.10 and April 16, 2015 in the amount of \$1,339,509.38 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of March 30, 2015 to April 12, 2015 was \$573,893.14.

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 Director

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 DIRECTOR



Staff Report

TO: Honorable Mayor Krupa and City Council

FROM: John Jansons, Community Investment Director
Economic Development Department

DATE: April 28, 2015

SUBJECT: Receive and File: Hemet Planning Commission Resolution #15-007
Finding that City Council Approved Process and Eventual Sale of Real Property
is in Conformance with Hemet General Plan

RECOMMENDATION:

That the City Council receive and file the attached Hemet Planning Commission Resolution #15-007 whereby the Planning Commission finds that the City Council's approved process to dispose of real property and the eventual sale of property conforms to the City's General Plan.

BACKGROUND and DISCUSSION:

On January 27, 2015 the City Council directed staff to utilize the Common Benefit process in proceeding with sale of certain city-owned properties. As part of the Common Benefit procedure, the Planning Commission must adopt a Resolution finding that the sale of property is in conformance with the City's General Plan which the Planning Commission found that it does.

On April 7, 2015 the Hemet Planning Commission adopted Planning Commission Resolution #15-007 (Attachment 1) finding that the process to sell of certain real property is in conformance with the City's General Plan. That action now requires that the adopted resolution be transmitted to the City Council.

The four subject properties include: 410 East Devonshire, 555 St John Place, 302 East Florida and 669 Mariposa as shown in Exhibit 1 of Planning Commission Resolution 15-007.

ALTERNATIVES:

None proposed – the recommendation fulfills the Council's direction of January 27, 2015.

FISCAL IMPACT:

None – Receive and File only.

COORDINATION AND REVIEW:

The recommended action has been coordinated with the City Council, City Manager, City Attorney(s) and the Hemet Planning Commission.

CONCLUSION:

That the City Council receives and files the attached Hemet Planning Commission Resolution #15-007 whereby the Planning Commission finds that the City Council's approved process to dispose of real property and the eventual sale of property conforms to the City's General Plan.

ATTACHMENTS:

- 1) PC Resolution 15-007.

Approved By:



Gary Thornhill
Interim City Manager

Recommended By:



John Jansons
Director of Community Investment,
Economic Development Department



**CITY OF HEMET
Hemet, California**

**PLANNING COMMISSION
RESOLUTION NO. 15-007**

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF HEMET, CALIFORNIA, FINDING THAT THE
SALE OF CERTAIN CITY PROPERTIES CONFORMS
WITH THE HEMET GENERAL PLAN.**

WHEREAS, the City Council desires to market for sale the City-owned properties located at: Site 1: 669 Mariposa Drive (APN 442-313-046), Site 2: 410 East Devonshire (APN 443-140-013), Site 3: 302 East Florida Avenue (APN 443-233-010), and Site 4: 555 St. John Place (APN 443-245-001), in the City of Hemet (the "Properties") as shown in Exhibit 1 to this Resolution; and,

WHEREAS, Government Code section 65402 requires the planning agency of a city to find that the disposition of property will conform to the city's general plan before the property is sold.

NOW, THEREFORE, the Planning Commission of the City of Hemet does hereby resolve:

1. The sale of the Properties will conform to the General Plan in the following respects:

A. The City has no present need for the Properties and the proceeds of the sale of the Properties will go to the General Fund to support the carrying out of the General Plan's policies.

B. Policy LU-13.7 states that the City is to "encourage the reuse of vacant, underutilized, or obsolete commercial and industrial buildings with higher value uses that are consistent with the General Plan goals and policies." Since the City has no practical use for the four buildings, they are currently underutilized. Selling them to any interested party, whether it be a developer or local landowner, will allow the buyer to make better use of and invest in the property.

C. The property at 410 East Devonshire Avenue is damaged and selling it furthers the City's policy of building rehabilitation. Under Policy LU-4.1, the City is to "establish rehabilitation programs and incentives for older commercial centers to prevent blight and maintain the quality of the built environment."

D. The properties on East Devonshire Avenue, East Florida Avenue, and St. John Place are located within the city's downtown area, which the General Plan

PLANNING COMMISSION RESOLUTION NO. 15-007

Determination of General Plan Consistency Regarding Sale of Certain City-Owned Real Property

1 specifically includes in one of its Focused District Plans. Under Policy LU-7.15, the City
2 is to "continue redevelopment and other programs for infrastructure and property
3 investment, business recruitment, and beautification efforts to stimulate the revitalization
4 of Downtown District." Selling these buildings will lead to outside investment in the
5 City's downtown district, which will then likely help revitalize the downtown area.
6

7 E. Under Policy LU-12.5, the City is to "support and expand the role of
8 Downtown Hemet in attractive tourism, and continue to improve its economic viability,
9 appearance, function, and mix of retail, dining, and entertainment businesses to foster
10 Downtown as a desirable destination." By selling the properties, the City encourages
11 investment into the downtown district, which in turn may stimulate growth in the
12 downtown district and improve the downtown district's economic viability, appearance,
13 and function.
14

15 2. The Community Development Director is directed to transmit a copy of this
16 Resolution to the City Council.
17

18 **PASSED, APPROVED, AND ADOPTED** this 7th day of April, 2015, by the following
19 vote:
20

21 **AYES:** Chairman John Gifford, Vice Chairman Michael Perciful, Commissioner
22 Vince Overmyer and Commissioner Greg Vasquez

23 **NOES:**

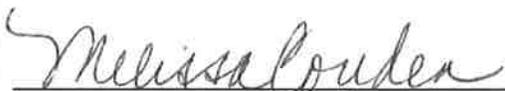
24 **ABSTAIN:**

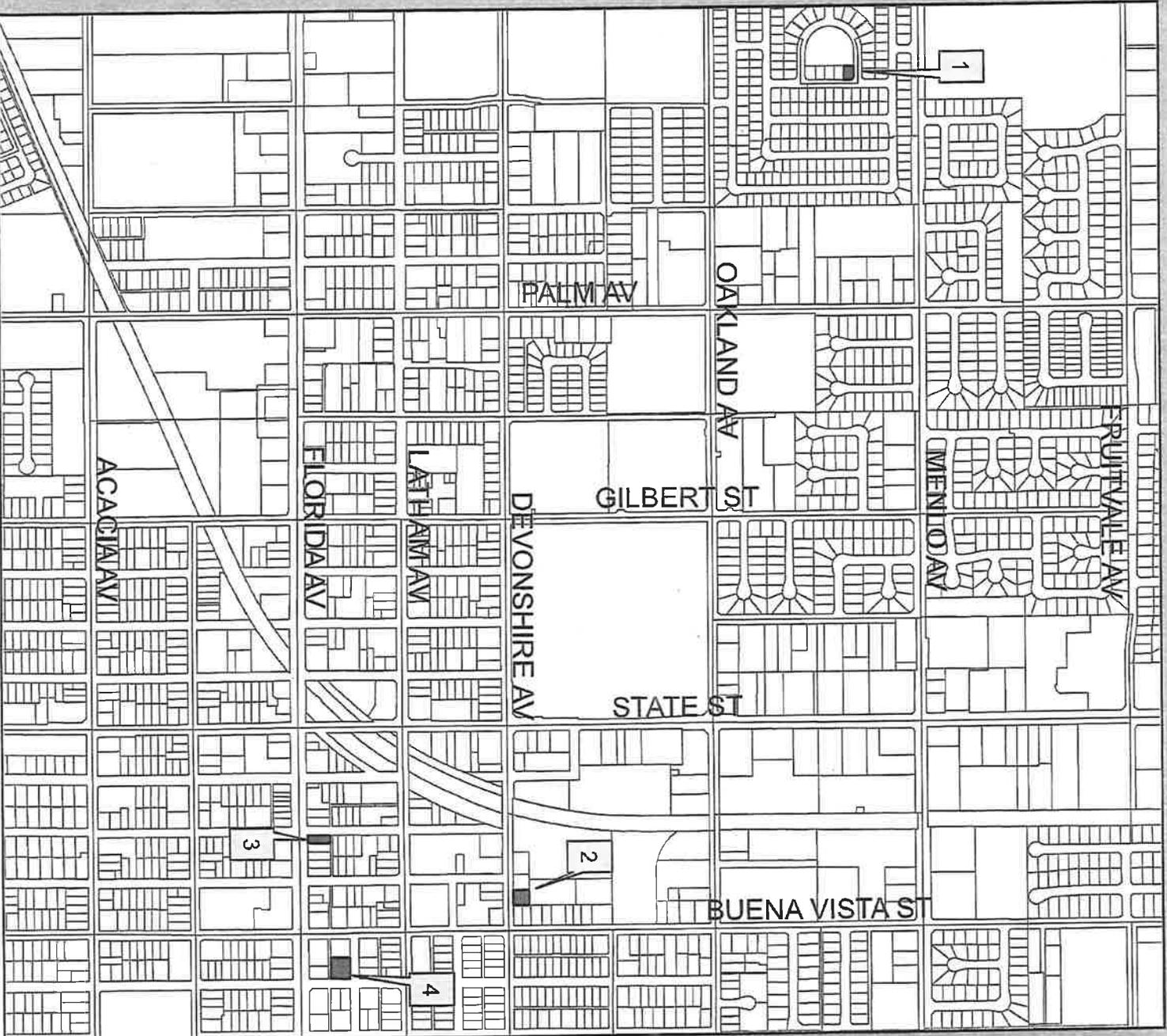
25 **ABSENT:**
26
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28



John Gifford, Chairman
Hemet Planning Commission

31
32 **ATTEST:**

33
34 
35 _____
36 Melissa Couden, Recording Secretary
37 Hemet Planning Commission
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City Owned Properties



#9



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 15-015**

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, AUTHORIZING THE
DESTRUCTION OF CERTAIN RECORDS”**

WHEREAS, Government Code Section 34090 authorizes the destruction of records which are no longer needed by the City; and

WHEREAS, the destruction of such records is from time to time required;

NOW, THEREFORE, be it resolved as follows:

Unless otherwise provided by law, with the written consent of the City Attorney, the Head of a City Department may destroy any city record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required.

This resolution does not authorize the destruction of:

- A) Records affecting the title of real property or liens thereon
- B) Court records
- C) Records required to be kept by statute
- D) Records less than (2) years old
- E) The minutes, ordinances, or resolutions of the legislative body or of a City Board or Commission.

A list of the records requested for destruction is attached as “Exhibit A”

This section shall not be construed as limiting or qualifying in any manner the authority provided in Section 34090.5 of the Government Code for the destruction of records, documents, instruments, books and papers in accordance with the procedure therein prescribed.

PASSED, APPROVED, AND ADOPTED this 28th day of April, 2015.

Linda Krupa, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of April, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed:

City Clerk – Destruction

File #	Records Description	Start Date (xx/xx/xx)	End Date (xx/xx/xx)	Retention Period	OFR
103.04	LAFCO Notices	1997	1997	CU + 2 years	City Clerk
103.04	LAFCO Notices	2001	2001	CU + 2 years	City Clerk
103.04	LAFCO Notices	2002	2002	CU + 2 years	City Clerk
103.04	LAFCO Notices	2003	2003	CU + 2 years	City Clerk
103.04	LAFCO Notices	2004	2004	CU + 2 years	City Clerk
103.04	LAFCO Notices	2005	2005	CU + 2 years	City Clerk
103.04	LAFCO Notices	2006	2006	CU + 2 years	City Clerk
103.04	LAFCO Notices	2007	2007	CU + 2 years	City Clerk
103.04	LAFCO Notices	2008	2008	CU + 2 years	City Clerk
103.05	SCAQMD Notices	1989	1989	CU + 2 years	City Clerk
103.05	SCAQMD Correspondence	1989	1989	3 years	City Clerk
103.05	SCAQMD Correspondence	2002	2002	3 years	City Clerk
103.05	SCAQMD Notices	2004	2004	CU + 2 years	City Clerk
103.05	SCAQMD Notices	2005	2005	CU + 2 years	City Clerk
103.06	NLC Correspondence	2006	2006	3 years	City Clerk
103.07	SCAG Correspondence	2005	2005	3 years	City Clerk
103.07	SCAG Notices	2007	2007	CU + 2 years	City Clerk
103.08	RCA Correspondence	2007	2007	3 years	City Clerk
103.09	EDA Notices	1965	1969	CU + 2 years	City Clerk
103.10	PERS Correspondence	1974	1974	3 years	City Clerk
103.10	PERS Correspondence	1975	1975	3 years	City Clerk
103.10	PERS Correspondence	1980	1980	3 years	City Clerk
103.10	PERS Correspondence	1969	1969	3 years	City Clerk
103.10	PERS Correspondence	1986	1986	3 years	City Clerk
103.11	CA Integrated Waste Management - Report	1999	1999	CU + 2 years	City Clerk
103.12	FEMA – Map Revision	2000	2000	CL + 5 years	City Clerk
103.13	Hemet Library Foundation – Budget report	2000	2000	AU + 4 years	City Clerk
103.14	League of CA Cities Correspondence	2008	2008	3 years	City Clerk
103.14	League of CA Cities Correspondence	2007	2007	3 years	City Clerk
103.14	League of CA Cities Correspondence	2006	2006	3 years	City Clerk
103.14	League of CA Cities Correspondence	2005	2005	3 years	City Clerk
103.14	League of CA Cities Correspondence	2004	2004	3 years	City Clerk
103.14	League of CA Cities Correspondence	2003	2003	3 years	City Clerk
103.14	League of CA Cities Correspondence	2002	2002	3 years	City Clerk
103.14	League of CA Cities Correspondence	2001	2001	3 years	City Clerk
103.14	League of CA Cities Correspondence	2000	2000	3 years	City Clerk
103.14	League of CA Cities Correspondence	1999	1999	3 years	City Clerk
103.14	League of CA Cities Correspondence	1998	1998	3 years	City Clerk
103.15	RTA Correspondence	1999	1999	3 years	City Clerk
103.15	RTA Correspondence	2003	2003	3 years	City Clerk
103.15	RTA Correspondence	1998	1998	3 years	City Clerk
103.15	RTA Correspondence	2002	2002	3 years	City Clerk
103.15	RTA Correspondence	2006	2006	3 years	City Clerk
103.16	ALUC Notice	2008	2008	CU + 2 years	City Clerk
103.16	ALUC Notice	2004	2004	CU + 2 years	City Clerk
103.17	RCTC Correspondence	2007	2007	3 years	City Clerk
103.17	RCTC Correspondence	2003	2003	3 years	City Clerk
103.17	RCTC Notice	2004	2004	CU + 2 years	City Clerk
103.17	RCTC Correspondence	2002	2002	3 years	City Clerk
103.17	RCTC Correspondence	2001	2001	3 years	City Clerk
103.17	RCTC Correspondence	2000	2000	3 years	City Clerk

Date: April 24, 2012

Department: City Clerk

103.17	RCTC Correspondence	1998	1998	3 years	City Clerk
103.17	RCTC Notices	2002	2002	CU + 2 years	City Clerk
103.18	WRCOG Correspondence	2006	2006	3 years	City Clerk
103.18	WRCOG Correspondence	2005	2005	3 years	City Clerk
103.18	WRCOG Correspondence	2002	2002	3 years	City Clerk
103.18	WRCOG Correspondence	2000	2000	3 years	City Clerk
104.00	Internal Correspondence	1998	1998	3 years	City Clerk
104.00	Dean Pollom – Oath of Office	01/31/97	12/8/98	T + 6 years	City Clerk
104.00	San Jacinto Correspondence	1969	1969	3 years	City Clerk
104.00	Don Baskett Correspondence	1984	1984	3 years	City Clerk
104.01	Secretary of State Correspondence	1996	1996	3 years	City Clerk
104.02	Petition – Levane F. Hockett for City Council	1966	1966	CU + 1 year	City Clerk
104.02	Edward Rodeghier – Oath of Office	1971	1988	T + 6 years	City Clerk
104.03	City Reorganization Notices	1985	1985	CU + 2 years	City Clerk
104.03	City Reorganization Notices	1997	1997	CU + 2 years	City Clerk
104.03	Recruitment City Council Vacancy	1997	1997	CL + 2 years	City Clerk
104.04	City Reorganization Notices	2008	2008	CU + 2 years	City Clerk
104.04	City Reorganization Notices	2007	2007	CU + 2 years	City Clerk
104.04	City Reorganization Notices	2006	2006	CU + 2 years	City Clerk
104.04	City Reorganization Notices	2005	2005	CU + 2 years	City Clerk
104.04	City Reorganization Notices	2004	2004	CU + 2 years	City Clerk
104.05	City Council Out of Town Waivers	2008	2008	CU + 2 years	City Clerk
104.05	City Council Out of Town Waivers	2007	2007	CU + 2 years	City Clerk
104.05	City Council Out of Town Waivers	2006	2006	CU + 2 years	City Clerk
104.05	City Council Out of Town Waivers	2005	2005	CU + 2 years	City Clerk
104.05	City Council Out of Town Waivers	2004	2004	CU + 2 years	City Clerk

X Shredding is Required (Records contain private information)

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION



Department Head / Division Manager

11/27/03

Date



City Attorney

11-27-2013

Date

(Complete after destruction has been performed, if done by City Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate.)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures:

Employee

Date

Return this form to the City Clerk's Office after completion.

RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed:

City Clerk – Tract Development Documents, Public Records Requests, Subpoenas, Claims, Board and Commission Recruitment Files, Bonds and Election Documents

File #	Records Description	Start Date (xx/xx/xx)	End Date (xx/xx/xx)	Box #	Retention Period	OFR
Tract 22853-1	Pacific Century Homes Sanderson & Harrison	November 1989	June 2002	CC-002	C+10	City Clerk
Tract 22853-2	Pacific Century Homes N/w c/o Sanderson & Harrison	October 1989	June 2002	CC-002	C+10	City Clerk
Tract 22853	Pacific Century Homes N/w c/o Sanderson & Harrison	October 1989	June 2002	CC-002	C+10	City Clerk
Tract 22853-3	Pacific Century Homes N/w c/o Sanderson & Harrison	September 1989	March 2002	CC-002	C+10	City Clerk
Tract 22853-4	Pacific Century Homes N/w c/o Sanderson & Harrison	September 1989	March 2002	CC-002	C+10	City Clerk
22189-3	Pacific Homes	May 1995	April 2000	CC-002	C+10	City Clerk
22189- 4,5 & 6	Kaufman & Broad East of Cawston, South of Seattle Basin	December 1998	December 2002	CC-002	C+10	City Clerk
22190	Baton Rouge, LP Bolt Lane and Charlton Avenue	April 1999	January 2001	CC-002	C+10	City Clerk
22900-3	Heritage Homes Hemet Street & Annisa Avenue	April 2000	August 2002	CC-002	C+10	City Clerk
20282	Baton Rouge, LP Tell Lane & Charlton Avenue	April 1991	January 2001	CC-002	C+10	City Clerk
16369-1	Live Oak Development	08/11/81	10/23/02	CC-002	C+10	City Clerk
	Public Records Requests	01/01/2008	12/31/2008	CC-004	C+2	City Clerk
	Public Records Requests	01/01/2009	12/31/2009	CC-004	C+2	City Clerk
	Public Records Requests	01/01/2010	12/31/2010	CC-004	C+2	City Clerk
	Public Records Requests	01/01/2011	12/31/2011	CC-004	C+2	City Clerk
	Public Records Requests/Toungset	01/01/06	12/31/06		C+2	City Clerk
	Public Records Requests/Toungset	01/01/07	12/31/04		C + 2	City Clerk
	Subpoenas	01/01/2008	12/31/2008	CC-004	C+2	City Clerk
	Subpoenas	01/01/2009	12/31/2009	CC-004	C+2	City Clerk
	Subpoenas	01/01/2010	12/31/2010	CC-004	C+2	City Clerk
	Claims	01/01/2006	12/31/2006	CC-003	C+5	City Clerk
	Claims	01/01/2007	12/31/2007	CC-003	C+5	City Clerk
	Claims	01/01/2008	12/31/2008	CC-003	C+5	City Clerk
102.04	Handicap Access Appeals Board		06/14/04		C+2	City Clerk
102.08	Library Board Recruitment	06/2010	08/24/10	CC-005	C+2	City Clerk
102.06	Parks Commission Recruitment	06/2010	08/24/10	CC-005	C+2	City Clerk
102.02	Planning Commission Recruitment	06/2010	06/22/10	CC-005	C+2	City Clerk
102.09	Mobile Home Rent Review Commission Recruitment	04/2010	03/09/10	CC-005	C+2	City Clerk
102.08	Library Board Recruitment	10/2009	02/23/10	CC-005	C+2	City Clerk
102.07	Traffic & Parking Commission Recruitments	04/2010	03/23/10	CC-005	C+2	City Clerk
102.06	Parks Commission Recruitment	04/2010	03/23/10	CC-005	C+2	City Clerk

102.02	Planning Commission Recruitment	04/2010	03/23/10	CC-005	C+2	City Clerk
102.02	Planning Commission Recruitment	01/2011	04/11/11	CC-005	C+2	City Clerk
102.02	Planning Commission Recruitment	04/2011	03/23/11	CC-005	C+2	City Clerk
102.09	Mobile Home Rent Review Commission At-Large Recruitment	03/2009	07/18/09	CC-005	C+2	City Clerk
102.09	Mobile Home Rent Review Commission - Park Owner	03/2011	07/18/11	CC-005	C+2	City Clerk
102.08	Library Board Recruitment	06/2011	07/18/11	CC-005	C+2	City Clerk
102.07	Traffic & Parking Commission Recruitment	01/2011	03/03/11	CC-005	C+2	City Clerk
102.09	Mobile Home Rent Review Commission – Park Resident	03/2011	09/13/11	CC-005	C+2	City Clerk
102.07	Traffic & Parking Commission Recruitment	04/2011	09/13/11	CC-005	C+2	City Clerk
102.06	Park Commission Recruitment	04/2011	09/13/11	CC-005	C+2	City Clerk
102.06	Park Commission Recruitment	04/2012	04/24/12	CC-005	C+2	City Clerk
102.02	Planning Commission Recruitment	04/2012	04/24/12	CC-005	C+2	City Clerk
	Simpson Center Commission Recruitment	04/2009	04/2009	CC-005	C+2	City Clerk
102.07	Traffic & Parking Commission Recruitment	04/2009	04/2009	CC-005	C+2	City Clerk
102.06	Park Commission Recruitment	04/2009	04/2009	CC-005	C+2	City Clerk
102.02	Planning Commission Recruitment	04/2009	04/2009	CC-005	C+2	City Clerk
	Athalon Properties – Yes on Measure PP	07/01/04	11/02/04	CC-006	E + 7	City Clerk
	Gomez, Michael Monger, 2006	07/01/06	11/07/06	CC-006	E + 5	City Clerk
	Hemet Taxpayers for Jobs – No on PP	07/01/04	11/04/04	CC-006	E + 7	City Clerk
	Alberg, Lyle – Form 700	01/01/02	11/04/04	CC-006	T + 7	City Clerk
	McBride, Eric	07/16/06	11/07/06	CC-006	E + 5	City Clerk
	Meadows, Roger – Nomination Papers	07/01/98	11/07/06	CC-006	E + 5	City Clerk
	Tandy, Marjoriejane – Form 700	07/01/92	11/04/04	CC-006	T + 7	City Clerk
	Clayton, Stephen – Nomination Papers	11/7/06	11/7/06	CC-006	E + 5	City Clerk
	VanArsdale, Lori – Nomination Papers	11/2/04	11/4/08	CC-006	E + 5	City Clerk
	Hippert, Amelia	11/2/04	11/2/04	CC-006	E + 5	City Clerk
	Unsuccessful Candidates	11/7/06	11/7/06	CC-006	E + 5	City Clerk
	Mendoza, Wigsbert – Unsuccessful Election Documents	11/4/08	11/4/08	CC-006	E + 5	City Clerk
	Meadows, Roger – Form 700's	07/01/98	11/07/06	CC-006	T + 7	City Clerk
	Christie, Brian – Nomination Papers	07/01/08	11/04/08	CC-006	E + 5	City Clerk
	Searl, Marc – Nomination Papers	11/4/04	11/4/08	CC-006	E + 5	City Clerk
5397	Stetson & Cawston Traffic Signal Improvement	6/5/02	7/23/03	CC-001	C + 10	City Clerk
5398	Corona Constructors	08/21/02	2003		C + 10	City Clerk
5399	2000 – 2001 Street Rehabilitation	05/18/01	07/25/03	CC-001	C + 10	City Clerk
5406	Well No. 7 Rehabilitation	05/17/01	07/23/03	CC-001	C + 10	City Clerk
5406 A	Well No. 7 Recasing	12/04/01	07/23/04	CC-001	C + 10	City Clerk
5416	Well No. 2 Evaluation & Rehabilitation	2002	07/03	CC-001	C + 10	City Clerk
5424	Masonry Wall on Chambers St.	01/14/03	12/03	CC-001	C + 10	City Clerk

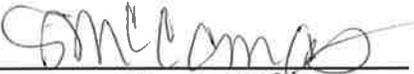
B.13	Auto Zone Store #1818	08/24/98	11/13/01	CC-001	C + 10	City Clerk
B.15	Hemet Valley So. Baptist Church	05/13/99	09/18/01	CC-001	C + 10	City Clerk
5383	Paul Wilson Remodel	2000	07/02/01	CC-001	C + 10	City Clerk
5389	All Valley Construction	08/22/00	08/06/01	CC-001	C + 10	City Clerk
B.09	Trinity Lutheran Church	03/27/99	06/10/03	CC-001	C + 10	City Clerk
B.17	Project 01-07, El Toro Market	12/07/01	04/10/03	CC-001	C + 10	City Clerk
5362	Sanderson & Stetson Traffic Signal, Match Corporation	09/15/97	02/06/03	CC-001	C + 10	City Clerk
5372	1999 Pavement Overlay Project, R.J. Noble Company	08/24/99	02/06/03	CC-001	C + 10	City Clerk
5379	Sanderson & Devonshire Intersection Improvement, Match	08/24/99	02/06/03	CC-001	C + 10	City Clerk
5384	Traffic Signal Modification at Florida/Sanderson, LA Signal	07/18/00	02/06/03	CC-001	C + 10	City Clerk
5385	Hemet Public Library Improvement, Phase 1 Match	10/09/00	02/06/03	CC-001	C + 10	City Clerk
5386	2000 Pavement Surface Seal, California Pavement Maint. Co.	11/14/00	04/10/03	CC-001	C + 10	City Clerk
5386	Santa Fe Street Sidewalk/Access Ramp, JDC Inc.	11/14/00	02/06/03	CC-001	C + 10	City Clerk
5368-A	Hemet Depot Repainting & Landscaping, Phase II E & T Cont.	09/08/00	02/06/03	CC-001	C + 10	City Clerk
5390	City Hall Annex TI 2 nd Floor, Rasmussen Brother Const. Inc.	02/02/01	02/06/03	CC-001	C + 10	City Clerk
5398	2001 Sidewalk and Access Ramp, Contreras Construction	06/25/01	02/06/03	CC-001	C + 10	City Clerk
5404	Well #6 Rehabilitation, L.O. Lynch	06/29/01	02/06/03	CC-001	C + 10	City Clerk
5364	1998 Pavement & Manhole, Match	04/98	03/06/00	CC-001	C + 10	City Clerk
5366	1998 Pavement Rehabilitation, Match	04/98	03/06/00	CC-001	C + 10	City Clerk
5376	Simpson Center Entryway & Drainage, Match	1998	02/11/00	CC-001	C + 10	City Clerk
5371	1999 Pavement Surface Seal, American Asphalt	09/99	12/28/00	CC-001	C + 10	City Clerk
5382	Library Re-Roofing	12/6/99	07/20/00	CC-001	C + 10	City Clerk
B.43	26 Yale/Florida, Project #90-028	02/25/98	12/98	CC-001	C + 10	City Clerk
B.16	VCL Construction – Thrift Store	10/13/99	12/10/99	CC-001	C + 10	City Clerk
B.08	Joe Tavarez – 9806 Mattock St.	04/25/88	11/21/91	CC-001	C + 10	City Clerk
B.07	Regal Cinemas V #94-001	08/21/96	02/21/97	CC-001	C + 10	City Clerk
B.05	Phil's Auto Clinic	11/22/94	12/16/94	CC-001	C + 10	City Clerk
B.49	Wentworth Self Storage	05/01/06	08/20/07	CC-001	C + 10	City Clerk
B.06	Quest Construction – Gibbel Road	04/20/93	1998	CC-001	C + 10	City Clerk
B.03	Oliver Brothers – Jerry Searl Park	07/27/92	1998	CC-001	C + 10	City Clerk
5378	T.A. Rivard Inc. Water line relocation	1993	1998	CC-001	C + 10	City Clerk
5400	Corona Construction - Kid's Museum	08/03/01	01/02/03	CC-001	C + 10	City Clerk
5417	Park Hill Tank #1 Repainting	12/17/03	12/2004	CC-001	C + 10	City Clerk
5420	Well No. 12 Evaluation	02/20/03	12/2004	CC-001	C + 10	City Clerk
5199	1989 Street Rehab Project	11/30/89	12/1994	CC-001	C + 10	City Clerk
5377	Colich & Sons – 1993 Sewerline	01/7/93	12/1998	CC-001	C + 10	City Clerk
5368	NPG Corp – Hemet Depot Parking	10/29/98	04/27/00	CC-001	C + 10	City Clerk
5240	Wakeham-Baker – CDBG	10/11/94	12/96	CC-001	C + 10	City Clerk
5203	Valley Electric – Gibbel Park Lights	01/03/91	12/1994	CC-001	C + 10	City Clerk
B.14	Buena Vista – CUP 98-002	10/8/98	04/15/99	CC-001	C + 10	City Clerk

Date: April 2015

Department: City Clerk

X Shredding is Required (Records contain private information)

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION



Department Head / Division Manager

4/16/15

Date



City Attorney

04/22/15

Date

(Complete after destruction has been performed, if done by City Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate.)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures:

Employee

Date

Return this form to the City Clerk's Office after completion.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Deanna Elliano, Community Development Director *DE*

DATE: April 28, 2015

RE: Approval of First Amendment to the Agreement for Consultant Services between the City of Hemet and Moore Iacofano Goltsman, Inc. (MIG) for Advanced Planning Contract Services

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and MIG, Inc. to authorize additional services, and increase the existing contract amount for Time and Materials not to exceed \$24,000 to be funded by existing developer deposits and special project funds in the current Planning Division Budget for FY 14-15.

BACKGROUND:

On November 1, 2014, the City entered into a one-year agreement with Moore Iacofano Goltsman, Inc. (Consultant) for advanced planning services to be provided by the assigned contract planner, Ms. Nancy Gutierrez. The original contract specified a maximum amount, unless additional services and compensation were subsequently authorized by the City Council.

The consultant, Ms. Gutierrez, primarily assists the Community Development Director and the department in performing Advanced Planning projects such as: bringing the City's zoning ordinance and zoning map into compliance with the City's General Plan (General Plan Consistency Program). The General Plan Consistency Program is an immense, multi-faceted effort that has been methodically undertaken by the Planning Division, and the consultant is an essential contributor for that effort. The consultant has also been assigned to assist the Director with large scale advance planning projects and was a key component in preparing and processing the Southwest Hemet Annexation application to LAFCO (995 acres with the City's sphere of influence). The next tasks include completing the annexation efforts, continuing work on the update of the zoning ordinance articles, updating the zoning map to achieve consistency with General Plan land use map, and participating with the Director in review and preparation of the SCAG Growth Forecast and Regional Transportation Plan, to help ensure Hemet's best interests are addressed. The necessary completion of these tasks will extend beyond the current contract authorization amount.

The Planning Division is seeking an amendment to the contract compensation in order to complete the various ongoing projects, pursuant to the First Amendment to the Contract (see Attachment 1). Funding for the contract amendment is currently available under existing developer deposit accounts

and through the prior allocation of funding for these special projects within the existing Planning Division budget. The amendment would also authorize the City Manager to further modify the contract in the future, provided that on-going funding is available in the FY 2015-16 Planning Division budget for contract planning services.

Moore, Iacofano, Goltsman, Inc. (MIG) has consistently provided exceptional and timely service to the Planning Division, and continues to meet all elements of the contract. The consultant has provided the City with a high degree of planning expertise, professionalism, and responsiveness to the City's project applicants, at a very reasonable cost.

FISCAL IMPACT:

The Planning Division has available funds for the additional consultant services in Developer- Paid Deposit Accounts created for those projects to which the contract planner is assigned, and in its departmental budget (Professional Services Account 120-1700-2710) to cover the costs associated with the contract planner's participation in City-initiated projects special planning projects, such as the General Plan Consistency project. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request. The Department's use of contract planning consultants on a limited basis for specialized projects enables us to achieve quality results at the lowest possible cost to the City.

Respectfully submitted,

Fiscal Review:



Deanna Elliano
Community Development Director

Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Proposed First Amendment to Agreement for Consultant Services with Moore, Iacofano, Goltsman, Inc. (MIG), dated April 28, 2015

**FIRST AMENDMENT TO
CONSULTANT SERVICES AGREEMENT**

by and between

the

CITY OF HEMET

and

MOORE IACOFANO GOLTSMAN, INC
a California Corporation

Dated April 28, 2015

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This First Amendment to the Consultant Services Agreement (“First Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and MOORE IACOFANO GOLTSMAN, a California Corporation (“Contractor”), as follows:

RECITALS

- A. City and Consultant entered in an agreement for planning consultant services on November 1, 2014 (“Agreement”). The Agreement provides that the Consultant will provide contract planning services under the direction of the City’s Community Development Director. The consultant is engaged to complete tasks associated with the annexation of land located in the City’s southwest sphere of influence, updating and streamlining the Planning Division’s development review processes, bringing the City’s zoning ordinance and zoning map into compliance with its General Plan, assisting the Community Development Director in implementing the City’s Advanced Planning function, and attending Planning Commission, City Council and other meetings as requested by the Director; and,
- B. Due to the amount and complexity of the planning projects assigned to Consultant, the parties wish to add additional services and associated compensation to continue completion of the work products, pursuant to Section 2 of the Agreement and the Scope of Services provided in Exhibit A; and,
- C. The Consultant has been performing satisfactory planning services for the City and is in the process of finalizing several of the contracted tasks. For reasons of efficiency, effectuality, and economy, it is in the City’s best interest to retain the services of the Consultant; and,
- D. Funding for the additional services is available within the Planning Division’s adopted budget for FY 14-15 and from developer deposit accounts established to compensate for the work performed, and will therefore not require any additional allocation from the City’s General Fund for this contract amendment; and,
- E. The Parties have negotiated pricing and the Consultant has agreed to hold to the initial hourly rates.
- F. This First Amendment amends Sections 2 and 4 to extend the planning services and increase the compensation as identified in the attached Exhibits A and B.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT**. The Agreement is hereby modified and amended as follows:

- 1.1 **Section 2 Scope of Services.** Consultant agrees to perform extended planning services, as set forth in EXHIBIT “A”, Scope of Services.
- 1.2 **Section 4 Compensation and Method of Payment.** Consultant shall be compensated for the extended planning services as set forth in EXHIBIT “B”, Compensation.

2. GENERAL PROVISIONS.

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

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

CITY:

THE CITY OF HEMET

By: _____
Gary Thornhill, Interim City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM



Eric S. Vail, City Attorney

CONTRACTOR:

MOORE IACOFANO GOLTSMAN, INC.

By: _____

Name: Daniel Iacofano

Title: CEO

By: _____

Name: Susan Goltsman

Title: President

EXHIBIT "A"

EXTENDED SCOPE OF SERVICES

- I. Consultant will perform the following Services as directed by the City of Hemet Community Development Director:**
- A. Continue with the work effort associated with the updating of the City's zoning ordinance and zoning map to establish consistency with the recently updated General Plan. Each of the 48 articles of Chapter 90 (Zoning) must be reviewed for consistency with the General Plan and updated as necessary. Upon completion of the remaining zone ordinance amendments, the consultant will finalize the associated zone map amendments and ordinances, and prepare staff reports for Planning Commission and City Council meetings as directed.
 - B. Complete the processing of the annexation application to LAFCO for the 995-acre pre-zone area located within the City's sphere of influence. Tasks include finalizing the plan of services, responding to LAFCO comments, attendance at LAFCO public hearings, and assisting in implementation of the adopted annexation area.
 - C. Continue with the work effort of updating and streamlining of the Planning Division's development review process to enhance opportunities for cost recovery of staff time and resources. Tasks include updating applications and procedures in other jurisdictions, researching and critiquing internal procedures both within the Division and between other Divisions and Departments, preparing draft procedures and applications for review and consideration by City staff, revising and updating as directed, and working with staff to implement the new procedures and documentation.
 - D. Assist in providing technical review and data coordination for regional plans including the WRCOG GHG Inventory and the SCAG RTP/SCS plan.
 - E. Preparation of a Request for Proposal of a City of Hemet Climate Action Plan based on the WRCOG Sub-regional CAP.
 - F. Attend staff, Planning Commission, City Council and other meetings as requested by City staff.

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

- A. Research data and analysis, maps, meeting minutes, project management memos, draft documents, and other written work as requested by the Director.
- B. Written staff reports as requested by the Director.
- C. Letters and memoranda, on the City's behalf, as assigned by the Director.

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

- A. Monthly invoice justification.
- B. Weekly status meetings or conference calls with the Community Development Director or her designee.

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

- A. Staff reports for development or City-initiated projects will be provided 10 days prior to public hearing.
- B. Letters and memoranda will be provided 10 days prior to signature.

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

- A. Nancy G. Gutierrez

VI. Consultant will utilize the following subcontractors to accomplish the Services:

- A. None

VII. AMENDMENT

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

EXHIBIT "B"

COMPENSATION

- I. Consultant shall use the following fees in the performance of the Services:**
 - A. City Initiated Projects: \$85/hr on a Time and Materials basis, not to exceed \$24,000.

- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all supplies properly charged to the Services.
 - C. Line items for all materials properly charged to the Services.

- III. The total compensation for the Extended Services shall not exceed \$24,000, as provided in Section 4 of this Agreement unless an amendment to the contract is authorized by the City Manager or City Council.**



TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Deanna Elliano, Community Development Director *DE*

DATE: April 28, 2015

RE: Approval of First Amendment to the Agreement for Consultant Services between the City of Hemet and BMLA, Inc. for Contract Planning Services

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and BMLA, Inc. to authorize additional services and increase the existing contract amount for Time and Materials not to exceed \$20,000 to be funded by existing developer deposits and special project funds in the current Planning Division Budget for FY 14-15.

BACKGROUND:

The City originally entered into a one-year contract with the consulting firm BMLA on November 1, 2014 for contract planning services that have been provided to the City by the assigned planning consultant, Mr. Ron Running. The original contract specified a maximum amount unless additional services and compensation were subsequently authorized by the City Council. A major portion of the consultant's time and services are associated with assisting the Community Development Director in processing complex development projects that are still on-going, and include the implementation of the Sun Edison Project, the Ramona Creek Specific Plan Development Agreement, updates to the Scenic Highway Setback manual, the MSHCP coordination efforts in West Hemet, and the City's Master Plan of Drainage Update. In addition, the consultant's expertise and knowledge of the City enables the Department to use his skills to assist the Community Development Director on city-initiated work programs including grant proposals and the Downtown Hemet Specific Plan.

The Planning Division is seeking an amendment to the services and associated compensation in order to complete the various ongoing projects, pursuant to the First Amendment to the Contract (see Attachment 1). Funding for the contract amendment is currently available under existing developer deposit accounts and through the allocation of funding for special projects within the existing Planning Division budget that can be allocated to the contract. The amendment would also authorize the City Manager to further modify the contract in the future, provided that funding is available in the FY 2015-16 Planning Division budget for contract planning services.

BMLA's services have consistently provided exceptional and timely professional expertise to the Planning Division, and continue to meet all elements of the contract and the Division's customer

service objectives. The contract has provided the City with a high degree of planning expertise, knowledge of the City, and professionalism at a very reasonable cost.

FISCAL IMPACT:

The Planning Division has available funds for the additional consultant services in Developer- Paid Deposit Accounts created for those projects to which the contract planner is assigned, and in its departmental budget to cover the costs associated with the contract planner's participation in City-initiated special planning projects, such as the Downtown Specific Plan. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request. The Department's use of contract planning consultants on a limited basis for specialized projects enables us to achieve quality results at the lowest possible cost to the City.

Respectfully submitted,



Deanna Elliano
Community Development Director

Fiscal Review:

Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Proposed First Amendment to Agreement for Consultant Services with BMLA, Inc.

**FIRST AMENDMENT TO
CONTRACT AGREEMENT**

by and between

the

CITY OF HEMET

and

BMLA, Inc.
A California Corporation

Dated April 28, 2015

FIRST AMENDMENT TO CONTRACT AGREEMENT

This First Amendment to Contract Agreement (“First Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and BMLA, Inc. a California Corporation (“Consultant”), as follows:

RECITALS

- A. City and Consultant entered in an agreement for planning and landscape consultant services on November 1, 2014 (“Agreement”). The Agreement provides that Consultant will provide contract planning services and complete tasks associated with the review and coordination of special projects, preparation of written reports, plans and drawings for various City of Hemet projects and Scenic Highway Setback, participate in MSHCP review and studies, participate in the City’s Master Drainage Plan review and coordination, review and comment on project Environment Impact reports, traffic studies, acoustical studies, biological reports and associated documentation, coordination of graphic and map production associated with development projects, grant proposals and long range studies, and prepare staff reports and attend public hearings as requested by the Community Development Director; and,
- B. Due to the amount and complexity of the planning projects assigned to Consultant, the parties wish to add additional services and associated compensation to continue completion of the work products, pursuant to Section 2 of the Agreement and the Scope of Services provided in Exhibit A; and,
- C. The Consultant has been performing satisfactory planning services for the City and is in the process of finalizing several of the contracted tasks. For reasons of efficiency, effectuality, and economy, it is in the City’s best interest to retain the services of the Consultant; and,
- D. Funding for the additional services is available within the Planning Division’s adopted budget for FY 14-15 and from developer deposit accounts established to compensate for the work performed, and will therefore not require any additional allocation from the City’s General Fund for this contract amendment; and,
- E. The Parties have negotiated pricing and the Consultant has agreed to hold to the initial hourly rates.
- F. This First Amendment amends Sections 2 and 4 to extend the planning services and increase the compensation as identified in the attached Exhibits A and B.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT**. The Agreement is hereby modified and amended as follows:

- 1.1 **Section 2 Scope of Services.** Consultant agrees to perform the extended planning services, as set forth in EXHIBIT "A", Scope of Services.
- 1.2 **Section 4 Compensation and Method of Payment.** Consultant shall be compensated for the extended planning services as set forth in EXHIBIT "B", Compensation.

2. GENERAL PROVISIONS.

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

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

CITY OF HEMET

By: _____
Gary Thornhill, Interim City Manager

ATTEST:

By: _____
Sarah McComas, City Clerk

APPROVED AS TO FORM:


Eric S. Vail, City Attorney

By: _____
Baxter Miller,
President

By: _____
Debra L. Dematteis-Miller,
CFO/Treasurer

EXHIBIT "A"
EXTENDED SCOPE OF SERVICES

- I. Consultant will perform the following Services as maybe directed by the City of Hemet Community Development Director:**
- A. Review and participation regarding the Ramona Creek Specific Plan Development Agreement, and associated implementation tasks as assigned.
 - B. Assist in project management for the Downtown Hemet Specific Plan grant project and its public outreach process and environmental review.
 - C. Project review assistance for other major development projects as may include: the Stetson Crossing Specific Plan project, Rancho Diamante/Page Ranch development project and its planning applications, future M.W.D. development projects, the Hemet 55 Specific Plan project, and/or other projects as assigned by the Community Development Director.
 - D. Project management and coordination of the HANS applications for the Riverside Multiple Species Habitat area in West Hemet and participation in coordination meetings with RCA and the City.
 - E. Continued participation in the review and coordination efforts for the West Hemet Master Plan of Drainage.
 - F. Continued coordination and management of the Tres Cerritos Vernal Pool Conservation easement with wildlife and Indian agencies.
 - G. Attendance at staff meetings, Planning Commission, City Council and other meetings required for project review and management.
 - H. Preparation of written reports, as required, for development project review or City-initiated planning cases, as may be assigned.
 - I. Preparation of plans and drawings, as required, for façade improvements for various downtown Hemet properties, and review of architectural and design treatments.
 - J. Review of landscape plans and specifications, as required for the Sun Edison Solar project and updates of plans and plant pallets to the Scenic Highway Setback Manual.
 - K. Review and comment on project Environmental Impact reports, traffic studies, acoustical studies, biological reports, and other associated documentation, as may be directed.

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

- A. Written staff reports and analysis for the review of development projects.
- B. Letters and memoranda, on the City's behalf, concerning the development projects.
- C. Drawings and renderings for various façade improvement projects, landscape, streetscape and gateway plans.
- D. Schematic digital modeling of public plazas and other areas.
- E. Photo simulation of roadways, public plaza and other areas.

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

- A. Monthly invoice justification.
- B. Weekly status meetings or conference calls with the Community Development Director or her designee.

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

- A. Staff reports for development projects will be provided 10 days prior to public hearing.
- B. Letters and memoranda will be provided 10 days prior to signature.

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

- A. Ronald K. Running
- B. Jeff Trojanoski
- C. Baxter Miller

VI. Consultant will utilize the following subcontractors to accomplish the Services:

- A. None

VII. AMENDMENT

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

EXHIBIT "B"
COMPENSATION

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

Developer Applications and City-initiated Projects: \$115.00 per hour on a Time and Materials Basis, not to exceed \$20,000.

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

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

IV. The total compensation for the Services under this First Amendment shall not exceed \$20,000.00, unless subsequently authorized by the City Manager and upon determination of available funding



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jessica Hurst, Deputy City Manager/Administrative Services
Gary Thornhill, Interim City Manager

DATE: April 28, 2015

RE: Request to Increase Appropriation for City Manager Severance and Final Payment Costs

RECOMMENDATION:

It is recommended that the City Council authorize the Deputy City Manager to record a supplemental appropriation from available fund balance in the amount of \$290,000 in the General Fund (Fund 100) – City Manager Department for payment of severance and final payment costs.

BACKGROUND:

The City of Hemet entered into an employment contract with Wally Hill on September 24, 2013, for the position of City Manager. On March 24, 2015, the City Council voted to terminate this employment contract without cause. Provisions within the contract allow for forty-five (45) days prior written notice of termination and a severance payment of twelve (12) months base salary. Additionally, the contract calls for payment of unused personal time off at the time of termination.

The final payment to Wally Hill includes severance of \$233,000, unused personal time off of approximately \$48,000, and additional benefits and taxes of approximately \$9,000, which were not previously budgeted. In order to pay the required amount per the contract provisions, an increase in appropriation within the General Fund - City Manager Department budget of \$290,000 is needed.

FISCAL IMPACT:

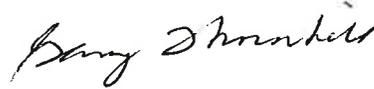
Increase appropriations in the General Fund-City Manager Department budget by \$290,000 through the use of available fund balance.

Respectfully submitted,

Approved by:



Jessica Hurst
Deputy City Manager/ Administrative Services



Gary Thornhill
Interim City Manager



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jessica A. Hurst, Deputy City Manager/Administrative Services
Gary Thornhill, Interim City Manager *GT*

DATE: April 28, 2015

RE: Award of a Three-Year Contract to Eadie and Payne, LLP for Citywide Audit Services

RECOMMENDED ACTION:

That the City Council authorize the Interim City Manager to enter into a three (3) year contract, with the option to renew for two (2) additional one-year periods, with Eadie and Payne, LLP for citywide audit services.

BACKGROUND:

In 2011 the City of Hemet (City) entered into a three-year contract with Teaman, Ramirez & Smith, Inc. (TRS) for citywide audit services. In 2013, TRS informed the City that it would not be able to provide services for the final year of the contract due to the firm's loss of key audit personnel. The former partner from TRS formed a new firm, Van Lant and Fankhanel, LLP, which the City entered into a contract in 2013.

Following the conclusion of the fiscal year 2014 audit, the decision was made to issue a Request for Proposal (RFP) to competitively procure citywide audit services for a three- to five-year period beginning in fiscal year 2015.

In February 2015 the Purchasing Division released a Request for Proposal (RFP) for citywide audit services. Proposals were received by six (6) audit firms on March 19, 2015. Staff evaluated each proposal using the following criteria:

- Responsiveness to RFP
- Ability to demonstrate an understanding of the City's needs
- Experience of the firm and staff in completing audits of similar scope
- Resources available for the timely completion of the audits
- References from similar engagements
- Cost of services

ANALYSIS:

Proposals submitted by six (6) audit firms were evaluated based on the criteria above. Eadie and Payne, LLP was ranked highest among all proposers, providing the greatest overall value at \$36,900 for fiscal year 2015, \$37,950 for fiscal year 2016, and \$39,050 for fiscal year 2017 audit services. Total cost for all citywide audit services for the initial three (3) year contract term is \$113,900.

FISCAL IMPACT:

Funds are budgeted annually for citywide audit services in the Finance Division budget, account number 100-1400-2710.

Respectfully submitted by:



Jessica A. Hurst
Deputy City Manager/Administrative Services

Approved by:



Gary Thornhill
Interim City Manager

Attachments: Agreement for Services – Eadie and Payne, LLP

AGREEMENT FOR SERVICES

By and Between

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

and

EADIE AND PAYNE, LLP

For

2015 Audit Services for Reporting Period 2015 to 2017

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
Eadie and Payne, LLP**

This Agreement for Services ("Agreement") is entered into as of this 16th day of April, 2015 by and between the City of Hemet, a municipal corporation ("City") and Eadie and Payne, a Limited Liability Partnership ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for Three (3) fiscal years, with the option of Two (2) additional fiscal years commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One hundred thirteen thousand, nine hundred dollars (\$113,900.00), broken down by year as follows: 2014-2015 (\$36,900), 2015-2016 (\$37,950), and 2016-2017 (\$39,050), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed,

the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for

which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

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

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

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

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not

release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

Service Provider 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 Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

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

To Service Provider: Eadie and Payne, LLP
P.O. Box 9360
Redlands, CA 92375-2560

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. 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 28 "Amendment" and the City Manager's contracting authority under the Hemet Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider 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.

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

SECTION 35. CUSTOMER SATISFACTION SURVEYS.

Where the Service Provider works directly for the City's public customer, the Service Provider shall actively request and solicit Customer Satisfaction Surveys regarding his/her own performance as a requirement of this contract. These surveys shall be completed and directed to the web link: <http://cityofhemet.info>

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

CITY OF HEMET

City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

Eadie and Payne LLP

By: Eder C Casare
Partner
Its: _____

By: _____
Its: _____

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

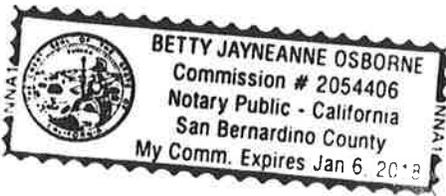
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
COUNTY OF RIVERSIDE)

On APRIL 22, 2015, before me, BETTY JAYNEANNE OSBORNE,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared EDEN CASARENO,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Betty Jayneanne Osborne
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: EDEN CASARENO

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s) Limited General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other: _____

_____ Title or Type of Document

pg 14 only
Number Of Pages

_____ Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)
EDDIE AND PAYNE, LLP

_____ Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

- I. Service Provider will perform the following Services:
 - A. Audit of all funds and financial statements of the City, performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States, and provisions of the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*, if applicable, or the new *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* issued by OMB in December 2013, when it becomes effective;
 - B. Preparation of the City's basic financial statements, required supplementary information, and supplemental information to be included in the City's comprehensive annual financial report (CAFR) in full compliance with all applicable GASB pronouncements; and
 - C. Preparation of the City's State Controller's annual financial transactions report and street report (if required).
- II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:
 - A. An Independent Auditor's Report expressing an opinion on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America;
 - B. A report on Compliance and Other Matters and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards describing the scope and results of testing of internal controls over financial reporting and compliance; this report will also describe all reportable conditions noted as a significant deficiency and/or material weakness;
 - C. A management letter describing nonreportable conditions discovered during the audit, which will also be referenced in the reports on internal control;
 - D. A report to those charged with governance in accordance with AU 380, which will identify significant audit findings and other matters; and
 - E. A Report on Compliance with Requirements Applicable to Each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133, and a schedule of findings and questioned costs.
- III. During performance of the Services, Service Provider will keep the City apprised of the status of performance by delivering the following status reports:
 - A. Status report - Phase 1 (audit planning and preliminary fieldwork);
 - B. Status report - Phase 2 (final fieldwork); and
 - C. Status report - Phase 3 (report preparation).

- IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:
 - A. Status report - Phase 1 - at the end of the preliminary fieldwork May or June 2015;
 - B. Status report - Phase 2 - at the end of week 1 and week 2 of final fieldwork October 2015;
 - C. Status report - Phase 3 - 2 weeks after end of fieldwork and weekly thereafter until reports are finalized;
 - D. Draft CAFR/Single Audit Report - 2 weeks after end of fieldwork October or November 2015;
 - E. Final CAFR - 2 weeks after completion of City's approval of draft CAFR; and
 - F. SCO reports - annual street report - September 30, 2015; and City's financial transactions report - October 16, 2015.

- V. Service Provider will utilize the following personal to accomplish the Services:
 - A. Eden C. Casareno, CPA;
 - B. Deborah L. Crowley, CPA;
 - C. Richard Hertz, CPA; and
 - D. Justin Gonzales.

- VI. Service Provider will utilize the following subcontractors to accomplish the Services:
 - A. N/A

EXHIBIT "B"
COMPENSATION

- I. Service Provider shall use the following rates of pay in the performance of the Services:
 - A. Partners \$250
 - B. Managers \$120
 - C. Supervisory Staff \$80
 - D. Professional Staff \$60
 - E. Clerical/Support Staff \$50

- II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the City Manager or his designee.

- III. The total compensation for the Services shall not exceed \$113,900, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

NOT TO EXCEED PRICE FOR PROPOSED SERVICES SCHEDULE

In accordance with the Request for Proposal for Audit Services issued by City of Hemet, the firm referenced below hereby submits the following cost proposal:

	Year Ended June 30th				
	2014-15	2015-16	2016-17	2017-18	2018-19
Basic Reports to be Issued					
City Audit, including CAFR and Memo of Internal Controls	\$29,980	\$30,880	\$31,810	\$32,760	\$33,740
Single Audit	4,160	4,280	4,410	4,540	4,680
GANN Limit Review Report	1,160	1,190	1,230	1,270	1,310
Annual Report of City Financial Transactions to State Controller	800	800	800	800	800
Totals	\$36,100	\$37,150	\$38,250	\$39,370	\$40,530
Additional Audit Reports to be Requested at City Option					
Annual Street Report to the State Controller	\$800	\$800	\$800	\$800	\$800
Totals	\$36,900	\$37,950	\$39,050	\$40,170	\$41,330

EXHIBIT "C" INSURANCE

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

Service Provider shall provide the following scope and limits of insurance:

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

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

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

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

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

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

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

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

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage

provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

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

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

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.S. Tucker Insurance Services 9927 Conejo Rd. Santee CA 92071		CONTACT NAME: Tammy Lafata PHONE (A/C, No, Ext): 619-339-4197 E-MAIL ADDRESS: tammy@jstuckerins.com FAX (A/C, No): 619-938-3416	
INSURED Eadie and Payne, LLP 1839 West Redlands Blvd. Marigold CA 92373		INSURER(S) AFFORDING COVERAGE INSURER A: Preferred Employers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	AAN100994-16	7/1/14	7/1/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day notice of cancellation except 10 day for nonpayment of premium

CERTIFICATE HOLDER City of Hemet 445 East Florida Ave. Hemet CA 92543	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Scott Brown, Fire Chief
Gary Thornhill, Interim City Manager *[Signature]*
DATE: April 28, 2015
RE: HSGP Grant Application – Authorized Agent

RECOMMENDED ACTION:

1. Adopt Resolution Bill # 15-017 authorizing the Fire Chief to execute for and on behalf of the City of Hemet, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

BACKGROUND:

The Hemet City Council has previously approved participation in the California Office of Homeland Security Grant Programs (SHSP) for the Community Emergency Response Team (CERT) training. Participation includes applying for available grant funds for training exercise and equipment to expand and increase the readiness of Community Emergency Response Teams throughout the San Jacinto Valley.

ANALYSIS:

This grant project will allow for the continuation of capable, trained CERT Team members to see to the immediate needs of citizens within their respective neighborhoods in the event of a major catastrophic event until City of Hemet first responders become available.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The City of Hemet's Community Emergency Response Team (CERT) program provides training of citizens allowing them to meet immediate needs within their neighborhoods in the event of emergencies.

FISCAL IMPACT:

None, no additional matching funds are required.

Respectfully submitted,

[Signature of Scott Brown]

Scott Brown
Fire Chief

Fiscal Review:

[Signature of Jessica A. Hurst]

Jessica A. Hurst
Deputy City Manager/Administrative Services



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 15-017**

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AUTHORIZING THE FIRE CHIEF TO EXECUTE FOR AND ON BEHALF OF THE CITY OF HEMET ANY ACTION NECESSARY FOR THE PURPOSE OF OBTAINING FEDERAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUBGRANTED THROUGH THE STATE OF CALIFORNIA.”

WHEREAS, the City Council (“Council”) of the City of Hemet (“City”) has the power and authority to appoint the Fire Chief as the authorized agent on behalf of the City of Hemet for the execution of grant funding and processes, provided by the Federal Department of Homeland Security.

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

1. That the Fire Chief is hereby authorized to execute for and on behalf of the City of Hemet, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET PASSED, APPROVED, AND ADOPTED this 28th day of April, 2015.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

4 |
5 | **I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the**
6 | **foregoing Resolution is the actual Resolution adopted by the City Council of the City**
7 | **of Hemet and was passed at a regular meeting of the City Council on the 28th day of**
8 | **April, 2015 by the following vote:**

9 |
10 | **AYES:**
11 | **NOES:**
12 | **ABSTAIN:**
13 | **ABSENT:**

14 |
15 |
16 |
17 |
18 | _____
19 | Sarah McComas, City Clerk

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