



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

May 12, 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: Interim City Manager Thornhill
Employee organization:
Hemet Mid-Managers Association (HMMA)
 2. 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

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

3. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: Interim City Manager Thornhill
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Hemet Mid-Managers Association (HMMA)
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-

City Council Business

Notice to the Public

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

Consent Calendar

5. **Approval of Minutes** – April 28, 2015
6. **Approval of Minutes** – May 4, 2015
7. **Receive and File** – Investment Portfolio as of March 2015
8. **Receive and File** – Warrant Register
9. **Recommendation by Interim City Manager** – First Amendment to Employment Agreement for the Position of Fire Chief
 - a. Approve the First Amendment to Employment Agreement for the Position of Fire Chief.

10. **Recommendation by Fire** – California Fire Assistance Agreement (CFAA) Rates
 - a. Adopt a resolution approving the California Office of Emergency Services (Cal OES) California Fire Assistance Agreement reimbursement methodology for 2015.
Resolution Bill No. 15-018

11. **Recommendation by Finance** – Subordination Request relating to Proposed Refunding Bond Issue for Mid-County Redevelopment Project Area of the Successor Agency to the Redevelopment Agency for the County of Riverside
 - a. Adopt a resolution and authorize the Interim City Manager to sign the acknowledgement form approving the subordination request relating to the proposed refunding bond issue for the Mid-County Redevelopment Project Area of the Successor Agency to the Redevelopment Agency for the County of Riverside (County Successor Agency).
Resolution Bill No. 15-016

12. **Recommendation by Public Works** – Award of Multiple Bids for Roofing Repair at Various City Facilities
 - a. Award of bid in the amount of \$15,920 to Tecta America So. Cal, Inc. of Santa Ana, California to perform reroof work at 4110 W. Devonshire Avenue (Fire Station No. 3); and
 - b. Award of bid in the amount of \$139,714 to Huffman Roof of Riverside, California for the replacement/repair of the roofs at 315, 319 and 395 E. Latham Avenue (former Literacy buildings); and
 - c. Award of bid in the amount of \$67,375 to Rite Way Roof Corp of Fontana, California for the replacement/repair of the roof at 401 N. Juanita Street (L.P. Denney/PAL); and
 - d. Authorize the Interim City Manager to execute separate Public Works Contracts for each of the bid awards amounts, respectively.

13. **Recommendation by Engineering** – Award of Bid for Gilbert Street – ADA Ramps Project, City Project No. 5591
 - a. Award the contract to the lowest, responsive bidder, Carvajal Trucking & Tractor, Inc. for the “Gilbert Street – ADA Ramps Project, CIP 5591” in the amount of \$138,828, and reject all other bids; and
 - b. Authorize the Interim City Manager to enter into a Public Works Contract for the improvements; and
 - c. Authorize the Deputy City Manager/Administrative Services to record a supplemental appropriation in the amount of \$15,828 for the unbudgeted portion of the project; and
 - d. Establish budget in the amount of \$66,500 in Fund No. 223-5591-5500 for the SB 821 cost of construction, budget in the amount of \$56,500 in Fund No. 240-3993-5500 being the FY 14-15 CDBG allocation for the cost of construction and the amount of \$10,000 in Fund No. 240-3993-various accounts, being the CDBG FY 14-15 allocation for staff time and construction engineering has been established by City Council approval of the FY 14-15 CDBG. In addition, establish budget in the amount of \$15,828 in Fund No. 329-5591-5500 for the remainder of constructions costs.

14. **Recommendation by Public Works** – Facility Acquisition Agreement with Eastern Municipal Water District for the Purchase of Hemet Booster Facility
 - a. Approve the Facility Acquisition/Interagency Agreement with Eastern Municipal Water District (EMWD) for the purchase and transfer of water booster equipment to the City; and
 - b. Authorize the Interim City Manager to execute the Facility Acquisition Agreement and Bill of Sale Documents; and
 - c. Authorize the Deputy City Manager/Administrative Services to prepare a payment in the amount of \$1.00 to Eastern Municipal Water District for the purchase of the booster facility.
-

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.

Work Study

15. **Discussion of Fiscal Year 2015-16 Proposed Budget** – Deputy City Manager/Administrative Services Hurst
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 Thornill
 - 1. Manager's Reports
 - 2. Update on Graffiti concerns from April 14, 2015
 - 3. Meeting schedule for July and August 2015

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 26, 2015 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held June 9, 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.



#5

MINUTES

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

Call to Order

Mayor Krupa called the meeting to order at 6:30 p.m.

Roll Call

PRESENT: Council Member Raver, Mayor Pro Tem Wright and Mayor Krupa

ABSENT: Council Members Milne and Youssef

Council Member Raver moved and Mayor Pro Tem Wright seconded a motion to excuse Council Members Milne and Youssef. Motion carried 3-0.

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 6:31 p.m.

Council Member Milne arrived at 6:31 p.m.

1. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: Interim City Manager Thornhill

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

Mayor Krupa called the meeting to order at 7:01 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.

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

Invocation

Invocation was given by Rob Lindquist, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Pledge of Allegiance was led by Mayor Pro Tem Wright

City Attorney Closed Session Report

2. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: Interim City Manager Thornhill

Employee organization:

Hemet Fire Fighters Association (HFFA)

Hemet Mid-Managers Association (HMMA)

The City Council met with the City's Labor Negotiator and gave direction. There was no additional reportable action.

Presentations

3. Proclamation proclaiming May 2015 as Mental Health Month

Mayor Krupa, read and presented the proclamation to Gloria Williams of Riverside County Mental Health.

Gloria Williams, a proclamation is a document of great importance presented to us today because this is an important subject. The data collected says that 1 in 4 Americans deal with mental illness. Mental illness affects all of us as a society and has been around for a long time. Mental illness still has a negative stigma. Today with modern medicine most people can go forth and live a satisfying life. Ms. Williams thanked the City Council for their recognition that mental health is of great importance.

4. Proclamation recognizing the 100th Anniversary of the Kiwanis Club of Hemet

Mayor Krupa, read and presented the proclamation to Jennifer Jensen, Kiwanis Club of Hemet.

Jennifer Jensen, Kiwanis has two clubs in Hemet that are the glue to Kiwanis International. The Kiwanis Clubs try to make this community better. We hope to keep it going and make it bigger.

5. Proclamation proclaiming April 2015 as Sexual Assault Awareness Month & April 29, 2015 as Denim Day

Mayor Krupa, read and presented the proclamation to Gayle Hepner, CASA.

Gayle Hepner, CASA, thanked the City Council for their continued support. City vehicles sport the teal ribbons and staff will participate in National Denim Day.

City Council Business 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 No. 4619
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. **Resolution No. 4620**

Item No. 12 was removed from the Consent Calendar. **Mayor Pro Tem Wright moved and Council Member Milne seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 4-0.**

Item No. 12

Council Member Raver moved and Mayor Pro Tem Wright seconded a motion to approve this item as presented. Motion carried 3-1. Council Member Milne voted No.

Communications from the Public

Debra Schamber, Hemet, expressed concern with the lack of lighting at Mary Henley Park and the mischief in the parking lot after 10:00 p.m. The neighbors have formed a neighborhood watch and are suggesting that the parking lot be closed at 10:00 p.m. and that more lighting be installed. Ms. Schamber also requested that the City consider speed bumps on Cypress Street.

Miguel Shannon, Hemet, as a lifetime resident Mr. Shannon expressed concerns with the changes and the condition of the parks. Mr. Shannon recommended more park clean-up efforts and community watch programs.

William Smith, Hemet, reminded the City Council that May 9th is the USPS Annual Food Drive. Volunteers are still needed for both Friday and Saturday. We are hoping to collect more than last year's 22,000 lbs.

Jim Pangrazzi, San Jacinto, requested that the City Council members worry about the issues in Hemet and not participate in or support San Jacinto's measure.

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

Gary Thornhill, Interim City Manager, a couple of things have happened since this item was last addressed, which are out of the City's control. One of the items is the Governor's mandate that has been imposed on local agencies. Eric Vail will address the legal implications of the recent San Juan Capistrano court case. Staff met to discuss this precious resource that we are lucky to have. With certain improvements we have the ability to improve the long term viability and sustainability of the basin and the City's access to it.

Eric Vail, City Attorney, the final rules for the Governor's conservation order are supposed to be out on Friday, May 1st. The San Juan Capistrano court of appeals case that deals with how water agencies pass on capital improvement costs and what tiered water rates must do to be legal under Proposition 218. These are competing legal problems. The Governor's order encourages tiered water rates, fees, and surcharges to drive conservation up. The San Juan Capistrano decision gives us very limited tiered rate structures that must reflect that actual cost of service for each tier. The court decision cast doubt on the viability of fees and penalties for higher water usage. A rate increase is still necessary. Bartel Wells is looking at the current rate structure. The proposed rates will change based on these issues and the directive from the City Manager to look at the sustainability of the water utility for the long term. The consultant has been asked to include the cost for capital improvement projects that are necessary for the viability of the water utility. Staff will bring back the recommended rate increases that will include a tiered rate structure and a phased approach.

Council Member Milne, asked why the City is accepting the Governor's mandate, there are a number of cities in Orange County that are fighting back.

Mr. Vail, Hemet was assigned a 35% decrease immediately, based on staff's effort that was reduced to 32%. That is still high and staff is working with Bartel Wells on this issue. Even without that order, the City is on its own basin and should not be included. However, by minding our own store we will probably meet the requirements.

Mayor Krupa, there are challenges in Sacramento because the formula used did not take into consideration ongoing conservation efforts.

Kris Jensen, Public Works Director, the three hottest months were used in the formula along with a per capita ration of 2.5 per household, the standard should be 3.5 per household. The comment letters do state that there are a number of elements missing from the formula. The rates presented to you previously did not include some projects. Bartel Wells is retooling the rates to include personnel, programs, and projects necessary to ensure effective long term operations and promote long term sustainability of the Hemet South Basin. Projects added into the study are a recharge pipeline and recycled water south on State Street to the golf

course. Also included in the rate study will be additional personnel for the technical aspects of the water operation. Monthly instead of bi-monthly billing will be considered and reviewed. It is recommended that the City Council authorize staff to move forward with rate increases that support long term basin sustainability and operating viability for the utility. Upon completing a review of the rate structure for consistency with the recent court decisions, and prior to the Proposition 218 notice, staff will bring the rate study back to the City Council. We do think there is value in conducting an efficiency study. Operationally the current staff is certified and cross trained to meet the needs. We do struggle with time and personnel to write grants and get projects shelf ready to take advantage of grant opportunities. We need the engineering help and the hydrologist with the technical expertise. We hope that an efficiency study will reinforce the areas where we are efficient and gives us tools and a foundation to move forward with.

Mr. Thornhill, the efficiency study is necessary to have a defensible long term strategy for Proposition 218. This is not intended to criticize the current operation. It is to secure the City's decision for a future rate increase.

Ms. Jensen, the study will also provide us with the necessary information to incorporate into our future rates. An RFQ for an efficiency study will run in tandem with the Prop 218 notices for the first phase of the rate increase.

Mayor Pro Tem Wright, no one wants to raise rates, but the City has not raised the water rates since 2008. It is imperative that we start the process.

Mr. Thornhill, discussed the previous recommendation to consider an operating/concessionaire arrangement. The City currently receives a lot of money in the General Fund from the water department. That could not be recovered by the sale or the lease of this asset. I believe that any arrangement would still have to comply with Prop 218. If the City does its due diligence to ensure long term sustainability, fully aware that we can't control the weather, the allocation of water, the EPA and the government, we can put in place the best improvements possible to ensure we have a long term asset for the City. Mr. Thornhill does not feel that this is in the best interest of the city. Mr. Thornhill does recommend that the City Council authorize staff to move forward with the rate increase. Staff will come back with a recommendation and assurances from the City Attorney that the structure is legally defensible. Mr. Thornhill also recommended that the City Council also consider undertaking an efficiency study.

The City Council and staff discussed the efficiency study and the fact that some of the technical expertise might be obtained through professional contracts instead of additional personnel.

Council Member Raver, expressed concern with the long term availability of water.

The City Council and staff discussed defensible tiered rates. The goal is to design a tier structure that keeps the City within the conservation zone. The consultant is reworking the rates. The City's financial software does not support an allocation rate that would be adjusted by the # of persons living in the household.

Ms. Jensen, staff is looking into the possibility of software that might be compatible. The Finance Department has included new financial software in the City's Capital Improvement Plan.

The City Council and staff discussed the proposed projects. The City Council and staff discussed the water study that was previously presented.

Mr. Thornhill, after a review of the San Juan Capistrano court case, staff will come back with recalculated defensible recommendations.

Council Member Milne moved and Mayor Pro Tem Wright seconded a motion to approve Item No. 15.a. Motion carried 4-0.
Mayor Pro Tem Wright moved and Council Member Milne seconded a motion to deny Item No. 15.b. Motion carried 4-0.
Council Member Milne moved and Mayor Pro Tem Wright seconded a motion to approve Item No. 15.c. Motion carried 4-0.

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

Council Member Milne attended the badge pinning of Fire Chief Scott Brown. Welcome Fire Chief Brown, the City is lucky to have you.

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

The Commission planted 4 trees at Gibbel Park in honor of Arbor Day.

2. Riverside County Habitat Conservation Agency (RCHCA)
3. Ramona Bowl Association

Mayor Pro Tem Wright attended the first performance of the new "Ramona" and will be attending again. Mayor Pro Tem Wright encouraged residents to attend, same story with some excellent changes.

4. League of California Cities
5. Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Wright also attended Fire Chief Brown's badge pinning ceremony.

E. Mayor Krupa

1. Riverside Conservation Authority (RCA)
2. Ramona Bowl Association
3. Riverside Transit Agency (RTA)

RTA is in their budget process for FY 15/16. Issue facing RTA is 13C Federal guidelines that eliminate grant funding to states with reduced retirement benefits for union employees. Lawsuits were filed in the lower court and funding was received last year. The issue is back again after the higher court reversed the decision and the President supports DOL's decision to hold back millions from the California.

4. Watermaster Board

5. Library Board
6. League of California Cities

Mayor Krupa attended the League of California Cities Mayor's luncheon. The increase cost for public safety to contract cities was the topic of discussion.

7. Riverside County Transportation Commission (RCTC)

RCTC is in their budget process.

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

Gary Thornhill, Interim City Manager, we are way behind in the Capital Improvement Plan (CIP) process. Staff will be agendizing a special meeting next week to discuss the FY 15/16 CIP projects. After the budget process, staff will recommend prioritization of the future fiscal year projects.

Mr. Thornhill, announced that he will be taking time off the end of May to attend his daughter's wedding.

Future Agenda Items

Citizens Visionary Workshop for Parks

Mayor Krupa, announced that the City received three awards at CALED's 35th Annual Training Conference: Award of Merit for "Hemet Business Recruitment and Expansion Program"; Award of Merit for "Visit San Jacinto Valley Tourism Program; and Award of Merit for "Forest River RV, Hemet, CA" Everyone deserves kudos for this the employees here are the best.

Adjournment

Adjourned at 8:40 p.m. to Tuesday, May 12, 2015 at 7:00 p.m.



#6

MINUTES

SPECIAL MEETING OF THE HEMET CITY COUNCIL

May 4, 2015

4:30 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 4:30 p.m.

Roll Call

PRESENT: Council Member Raver, Mayor Pro Tem Wright and Mayor Krupa

ABSENT: Council Members Milne and Youssef

Council Member Raver moved and Mayor Pro Tem Wright seconded a motion to excuse Council Members Milne and Youssef. Motion carried 3-0.

OTHERS PRESENT: Interim City Manager Thornhill and City Clerk McComas

Workstudy Session

Discussion regarding this item, with possible direction to staff

1. Capital Improvement Plan (CIP) FY 2015/16 to FY 2019/20

Gary Thornhill, Interim City Manager, it is important that the City Council sees the proposed Capital Improvement Projects that will be included in the FY 15/16 budget. Staff will bring back the other year projects for prioritization at a later date. Most projects will be funded through funding sources other than the General Fund. There are some proposed General Fund projects that we would like feedback from the City Council. There are 51 CIP projects included in the FY 15/16 budget, 10 of them are new General Fund requests. The list of proposed General Fund projects listed by department was distributed.

Jessica Hurst, Deputy City Manager/Administrative Services, gave the City Council a status on the General Fund. As of July 1, 2015, the estimated General Fund reserve will be \$14,311,903. The proposed budget shortfall for FY 15/16 will be \$4,725,937. The estimated General Fund reserve balance as of July 1, 2016 will be \$9,585,966. The proposed budget for FY 15/16 does not include any new Capital Improvement Projects. Ms. Hurst gave the City Council an overview of Administrative Services CIP request in the amount of \$253,800 for an Enterprise Resource Planning System to replace the current EDEN system. EDEN will no longer update the software that is on Microsoft 2012 platform. By approximately 2020, it will no longer be upgradable. Much of the funding for this project will come back through internal service charges.

Deanna Elliano, Community Development Director, gave the City Council an overview of the proposed Citywide ADA Evaluation & Transition Plan. This is a must do to comply with State and Federal ADA regulations for all City buildings, facilities and right of way pursuant to Cal Trans ADA and HUD audits. The requested \$85,000 will fund a consultant and staff's

efforts. Non-compliance could impact transportation, HUD and other funding opportunities.

Scott Brown, Fire Chief, a recent needs assessment determined current radio inventory, in some cases, does not have interoperability or other key functions to ensure compatibility with other systems. The request of \$180,000 is to retrofit front line Duty Officer(s) vehicle mobile radios and replace portable radios to improve service delivery, safety and response. A needs assessment has also been conducted of current Personal Protective Equipment (PPE) inventory and determined that most equipment is more than 5-8 years old. The request of \$100,000 includes jackets, boots, and pants for both structural and wildland gear and should be replaced every 5 years.

Dave Brown, Police Chief, this is the 2nd year of the 3-year Project HOPE. Phase I of the community camera project was fully funded in FY 14/15 and includes the Police/Fire and Council Chambers. Funding for Phase II in the amount of \$150,000 is requested and includes cameras & infrastructure for: City Hall; Corporation Yard; Weston, Gibbel, Mary Henley and Oltman parks; and Fire Stations 2, 3, 4 & 5. Cameras will be for exterior in most cases, some interior including the Council Chambers.

Kris Jensen, Public Works Director, funding in the amount of \$250,000 is requested to demolish the structure at 250 Meier Street "Potato Shed". The structure is in the state of major disrepair and structurally unsound. In FY 14/15, \$50,000 was spent to address problems.

The City Council and staff discussed the environmental assessments and grant funding available for brown fields. The assessments may be 10 years old and no longer valid. Staff suggested that this be done in phases starting with the demolition of the structure. The remediation of the property can be completed at a later date.

Council Member Raver, recommended that this remain in the CIP, but not be included in FY 15/16 until assessments have been reviewed.

Ms. Jensen, funding is requested to remove and replace the perimeter fencing at the library. The current wrought iron fence was installed in 2003 and repainted in 2009 and is deteriorated beyond repair. It is recommended that the fence be replaced with a galvanized material for extended life and less maintenance as well as add an additional section in the amount of \$225,000.

The City Council discussed the height and design of the proposed fencing. Funding to offset costs might be available from Library support groups.

Ms. Jensen, staff is requesting replacement of the outdated and deteriorated play equipment at Weston Park.

The City Council and staff discussed the need to have a citywide Park Master Plan completed that engages the community to determine needs and wants prior to replacing park equipment.

Ms. Jensen, explained that some funding has time limits for spending that might need to be used and not carried over.

It is believed that Park Development Fees can be used for a Park Master Plan. Funding is available for ADA playground equipment. Perris was a recent recipient of approximately \$4 million for park development. Staff will determine the source for that funding.

Ms. Jensen, staff is requesting funding in the amount of \$55,000 to replace woodchips in park playground areas with solid rubberized turf, there is grant funding available to offset the costs. The project will be phased to keep the cost down and can include this in the Park Master Plan.

Ms. Jensen, staff is also requesting \$40,000 to replace ornamental turf in LMD's and at city facilities with California friendly/water wise landscape options to help meet the state mandated

25% reduction in water use. The City will receive rebates to offset the cost. This funding is needed for cash flow and potential cost over runs.

Mr. Thornhill, there is still ongoing maintenance costs, but we need to do this to meet the mandates.

The City Council discussed the proposed projects and the fact that grant funding will continue to be sought for approved projects.

Mr. Thornhill, based on this discussion, the demolition of the structure "potato shed", the Weston Park play structure and the playground turf will be removed from FY 15/16. These items will remain in the CIP.

The City Council and staff discussed the estimated cost to conduct a Park Master Plan. It will take 12 to 18 months to complete a plan that includes community input. The City Council and staff discussed the turf replacement reimbursement opportunities.

Staff gave the City Council an update on FY 14/15 CIP projects.

Habib Motlagh, Interim City Engineer, FY 14/15 CIP projects:

- Two recently completed Sanderson Avenue Projects with WRCOG
- Signal at Soboba and Mountain, Indian Gaming Funds
- Citywide Downtown and Pavement Rehab, in excess of \$2,000,000 and 60% complete.
- Gilbert Street ADA Ramp Compliance based on CalTrans evaluation
- Stetson Bridge replacement near Hemet-Ryan airport, CalTrans and State funding currently working on environmental for review and approval
- Gilbert Street Pavement Rehab, Surface Transportation Plan Grant awarded routinely through RCTC and the State
- Signal at Cawston and Menlo, 95% complete, majority of the funding is from "Safe Routes to School" Grant
- Signal/Meters for Police and Fire, in final agreement negotiations with contractor
- Fire Station #5, back to staff for modifications and reconsideration
- Submitted SBA 21 Sidewalk Grant to RCTC. 2 year cycle
- Working with Planning and Valley Wide for the Active Transportation Federal Grant, deadline is the end of May, conducting community meetings and outreach with the help of a consultant.

Engineering is proposing three projects for the FY 15/16 budget: Signal at Warren and Esplanade; Auto Mall Signal; and Citywide Slurry Seal and Crack Seal Program.

Ms. Elliano, one project we are working on is the Downtown Specific Plan, SCAG recently secured the funding that pays only for a specific scope of work for the specific plan. SCAG will administer the contract and the RFP process. We participated in the process and the Arroyo Group has been selected. The kick-off meeting is May 12th. Stakeholders from both downtown and the community will be included.

The City Council and staff discussed the status of Highway 79. The Draft EIR is to be rereleased in June and hopefully the Final EIR next year.

Police Chief Brown, three projects were funded this FY. A vendor has been selected for the body cameras and we are in the final meet and confer process with the POA and Police management. The first phase of the community camera project discussed earlier will be coming to the Council for approval soon. The Police and Fire Communications and Investigations Annex will be operational soon. Dispatch has occupied it for about 6 weeks, should move the others in by the end of May with the Grand Opening mid-summer. Fire Chief Brown is out on the fire. Other than the Opticom Emitters and the joint building there are no other Fire CIP projects.

Ms. Hurst, the IT Department had three CIP projects with year. The citywide technology refresh that includes the community camera project, a virtual desktop infrastructure to improve offsite access to our computer systems and a citywide network refresh. The PD radio laptop refresh has been completed. The final project is Council Chambers video installation using PEG funds. The initial appropriation will be carried over and additional appropriation will be requested. Concern is not the installation costs of the project it is the operational and staffing costs.

Ms. Jensen, completed a water system inter-connect with EMWD at Well 7 site. Water tank storage painting is underway. Rehab of Well 12 was completed. The specs for 13 HVAC units is complete pending the FY 15/16 appropriation for 13 additional units. Staff is working with WRCOG on energy incentives and rebates. Funding was set aside to hire a contractor for the street re-pole project, however staff was able to complete that in-house. We continue to deal with wire theft. As a member of WRELP, we are one of the cities on the list to purchase the SCE lights. A meeting is scheduled to discuss the audit results. Roof repairs at the LP Denney building still needs to be completed. Asset data collection, Carte Graph has completed the above ground assets in the right of way and pavement conditions throughout the city. This effort will be a huge help with ADA, a GIS map and inventory of all ramps will be available. Hope to have pavement management in by the middle of June and other assets by late June early July. Field crews will be trained to update from the field.

The City Council directed staff to compile this information together periodically for speaking notes for Council Members.

Mr. Thornill, staff will finalize the CIP based on the direction given. The CIP will go to the Planning Commission for consistency review with the City's General Plan. The Final will come back to the City Council for approval with the adoption of the budget. Afterwards staff will bring back the CIP to prioritize future year projects. This is just a wish list of projects some funded some not. Projects can be added, moved from year to year or removed as priorities change.

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

Recessed to Closed Session at 6:13 p.m.

2. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

 3. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: Interim City Manager Thornhill
Employee organization:
Hemet Fire Fighters Association (HFFA)
-

Reconvened at 6:37 p.m.

City Attorney Closed Session Report

4. 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 Manager reported that there was no reportable action.

5. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: Interim City Manager Thornhill

Employee organization:

Hemet Fire Fighters Association (HFFA)

The City Manager reported that there was no reportable action.

Communications from the Public

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

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 6:37 p.m. to Tuesday, May 12, 2015 at 7:00 p.m.



AGENDA

7

Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: May 12, 2015
RE: Investment Portfolio as of March 2015

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of March 2015 is forwarded herewith for your review.

On 3/2/15 we purchased a 6 year 9 month Sacramento Co. Sanitation Dist. Local Government Bond for the Reserve Fund #5029 for \$1,000,000 with a yield of 2.45%.

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

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

Respectfully Submitted,


Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

MARCH 2015

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF FEBRUARY	64,220,513.37	
CERTIFICATES OF DEPOSIT Placed this month Matured this month Balance		7,183,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet Deposits Withdrawals Balance		20,249,848.62
BANK OF NEW YORK MELLON Custodial Acct. Deposits Withdrawals Balance		1,032,892.06
CITIBANK: Money Market Account Deposits Withdrawals Balance		315,169.40
CITIBANK: Money Market Account 3 Deposits Withdrawals Balance		10,596,014.49
MUNICIPAL BONDS & NOTES Deposits Withdrawals Balance	1,000,000.00	15,843,588.80
GOVERNMENT AGENCIES		
2252 1.0% FNMA 8/21/17		500,000.00
2253 1.0% FNMA 11/29/17		500,000.00
2254 1.05 FHLB 1/17/18		500,000.00
2255 1.15% FNMA 2/28/18		500,000.00
2256 1.10% FHLMC 4/17/18		500,000.00
2257 1.15% FHLMC 4/25/18		500,000.00
2258 1.0% FNMA 4/30/18		500,000.00
2259 .75% FNMA 4/30/18		500,000.00
2260 1.0% FNMA 5/21/18		500,000.00
2261 1.17% FHLB 6/13/18		500,000.00
2262 1.40% FHLMC 6/26/18		500,000.00
2263 1.45% FHLB 6/27/18		500,000.00
2265 1.55% FHLMC 7/17/18		500,000.00
2277 2.00% FNMA 8/27/19		500,000.00
2278 2.0% FNMA 9/18/19		1,000,000.00
2279 2.0% FHLMC 9/19/19		1,000,000.00
2281 2.0% FNMA 2/27/20		1,000,000.00
PORTFOLIO BALANCE AS OF MARCH 2015	65,220,513.37	65,220,513.37

INTEREST EARNINGS	14-15 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS MAR 1. 2015		312,814.60
CERTIFICATES OF DEPOSIT INT.	9,217.69	
OTHER GOVERNMENT SECURITIES	47,800.00	
CITIBANK MONEY MARKET ACCOUNT	43.93	
CITIBANK MONEY MARKET ACCOUNT 3	1,435.68	
BANK OF NY MONEY MARKET ACCT.	17.08	
LOCAL AGENCY INVESTMENT FUNDS City of Hemet Interest		
MONTHLY EARNINGS TOTAL	58,514.38	58,514.38
MEMO ONLY:		
MERCHANT BANK CHG.	-4,171.76	
LIBRARY CREDIT CARD FEES	-138.92	
ARMORED CAR	-547.72	
ASSET SEIZURE FUNDS		
Charges as of Mar. 1, 2015	-36,577.39	
	-41,435.79	
14-15 YEAR-TO-DATE INTEREST EARNINGS		371,328.98

CITY OF HEMET
Portfolio Management
Portfolio Summary
March 31, 2015

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	1,731,000.00	1,749,974.31	1,731,000.00	2.62	1,618	479	1.515	1.536
Managed Pool Accounts	20,235,378.87	20,235,378.87	20,235,378.87	30.68	1	1	0.256	0.260
Passbook/Checking Accounts	12,565,737.85	12,565,737.85	12,565,737.85	19.05	1	1	0.444	0.450
Local Government Bonds	10,843,583.80	10,992,916.20	10,945,258.05	16.60	2,145	1,626	3.033	3.075
Medium Term Notes	5,000,000.00	5,079,950.00	5,025,243.48	7.62	1,792	1,417	1.843	1.869
Federal Agency Issues - Coupon	10,000,000.00	10,006,165.00	10,000,000.00	15.16	1,826	1,301	1.418	1.438
Negotiable CDs	5,452,000.00	5,531,253.04	5,452,000.00	8.27	1,735	1,090	1.567	1.588
Investments	65,827,700.52	66,161,375.27	65,954,618.25	100.00%	956	678	1.191	1.208

Cash and Accrued Interest

Accrued Interest at Purchase		25,723.85	25,723.85					
Subtotal		25,723.85	25,723.85					
Total Cash and Investments	65,827,700.52	66,187,099.12	65,980,342.10		956	678	1.191	1.208

	March 31	Month Ending	Fiscal Year To Date
Total Earnings			
Current Year		58,134.12	491,090.61
Average Daily Balance		65,006,271.30	
Effective Rate of Return		1.05%	

JUDITH L. OLTMAN, TREASURER

Reporting period 03/01/2015-03/31/2015

Run Date: 04/28/2015 - 15:31

Portfolio COFH
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
March 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
02004MB51	3124	Ally Bank		07/30/2010	247,000.00	248,849.21	247,000.00	2.450		2.451	120	07/30/2015
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	251,920.14	247,000.00	1.900		1.902	616	12/07/2016
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	524	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	253,093.68	249,000.00	1.750		1.750	560	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	251,017.38	247,000.00	1.800		1.800	511	08/24/2016
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	251,093.90	247,000.00	1.850		1.850	499	08/12/2016
Subtotal and Average			1,731,000.00		1,731,000.00	1,749,974.31	1,731,000.00			1.536	479	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			20,235,378.87	20,235,378.87	20,235,378.87	0.260		0.260	1	
Subtotal and Average			20,235,378.87		20,235,378.87	20,235,378.87	20,235,378.87			0.260	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			2,612.34	2,612.34	2,612.34			0.000	1	
SYS5001	5001	Citibank			363,999.69	363,999.69	363,999.69	0.450		0.450	1	
SYS5004	5004	CITIBANK3			12,199,125.82	12,199,125.82	12,199,125.82	0.450		0.450	1	
Subtotal and Average			11,649,319.61		12,565,737.85	12,565,737.85	12,565,737.85			0.450	1	
Local Government Bonds												
044555PA2	5025	ASHLAND OREGON		10/23/2014	1,145,000.00	1,145,732.80	1,132,959.73	2.800	AA	2.926	3,410	08/01/2024
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	477,699.15	487,629.96	3.953	A	2.075	1,096	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J.		06/02/2014	440,000.00	453,714.80	466,305.88	4.253	A	2.651	1,461	04/01/2019
13124MAH8	5026	CALLEGUAS CA MUNI WATER DIST		10/23/2014	745,000.00	757,456.40	759,651.15	2.601	AAA	2.018	1,918	07/01/2020
156792GW7	5027	CERRITOS COMMUNITY COLLEGE DIS		12/01/2014	1,260,000.00	1,292,646.60	1,272,437.84	2.971	AA	2.821	2,679	08/01/2022
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	806,956.80	799,919.21	2.250		2.080	1,402	02/01/2019
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,011,120.00	1,998,988.20	5.375		5.609	91	07/01/2015
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,004,910.20	995,000.00	3.000		3.000	154	09/02/2015
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	504,565.00	499,061.27	2.000		2.050	1,444	03/15/2019
767169DY8	5028	RIO RANCHO		02/12/2015	498,583.80	500,114.45	501,662.09	3.200	A	3.122	3,349	06/01/2024
786134VB9	5029	SACRAMENTO CO. SANITATION DIST		03/02/2015	1,000,000.00	1,023,990.00	1,021,974.48	2.810	AA	2.451	2,436	12/01/2021
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,014,010.00	1,009,668.24	2.250		2.000	1,491	05/01/2019
Subtotal and Average			10,913,074.40		10,843,583.80	10,992,916.20	10,945,258.05			3.075	1,626	

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
March 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,022,400.00	1,005,435.51	2.100		1.960	1,496	05/06/2019
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	1,023,210.00	1,004,133.49	2.100		2.000	1,596	08/14/2019
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	1,014,600.00	1,003,175.18	2.100	A	2.020	1,530	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	511,730.00	508,120.56	2.300		1.932	1,384	01/14/2019
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	501,625.00	500,616.96	1.200		1.150	928	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	503,990.00	501,742.91	2.375		2.290	1,596	08/14/2019
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	502,395.00	502,018.87	1.500		1.350	1,021	01/16/2018
Subtotal and Average			5,025,498.42		5,000,000.00	5,079,950.00	5,025,243.48			1.869	1,417	
Federal Agency Issues - Coupon												
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	498,545.00	500,000.00	1.050		1.050	1,022	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	499,075.00	500,000.00	1.170		1.170	1,169	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	500,990.00	500,000.00	1.450		1.450	1,183	06/27/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	500,230.00	500,000.00	1.100		1.100	1,112	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	499,730.00	500,000.00	1.150		1.150	1,120	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	499,965.00	500,000.00	1.400		1.400	1,182	06/26/2018
3134G4BG2	2265	FEDERAL HOME LOAN MTG ASSOC.		07/17/2013	500,000.00	500,240.00	500,000.00	1.550		1.550	1,203	07/17/2018
3134G5GY5	2279	FEDERAL HOME LOAN MTG ASSOC.		09/19/2014	1,000,000.00	1,003,180.00	1,000,000.00	2.000		2.000	1,632	09/19/2019
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	499,400.00	500,000.00	1.000		1.000	873	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	497,785.00	500,000.00	1.000		1.000	973	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	498,645.00	500,000.00	1.150		1.146	1,064	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	496,395.00	500,000.00	1.000		1.000	1,125	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	500,265.00	500,000.00	0.750		0.740	1,125	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	496,975.00	500,000.00	1.000		1.000	1,146	05/21/2018
3136G23T2	2277	FEDERAL NTL MORTGAGE ASSOC.		08/27/2014	500,000.00	502,785.00	500,000.00	2.000		2.000	1,609	08/27/2019
3136G25Q6	2278	FEDERAL NTL MORTGAGE ASSOC.		09/18/2014	1,000,000.00	1,006,160.00	1,000,000.00	2.000		2.000	1,631	09/18/2019
3135G0C84	2281	FEDERAL NTL MORTGAGE ASSOC.		02/27/2015	1,000,000.00	1,005,800.00	1,000,000.00	2.000	AA	2.000	1,793	02/27/2020
Subtotal and Average			10,000,000.00		10,000,000.00	10,006,165.00	10,000,000.00			1.438	1,301	
Negotiable CDs												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	249,996.97	248,000.00	1.250		1.251	864	08/12/2017
02587DWW0	3184	AMERICAN EXPRESS CENTURIAN		11/28/2014	247,000.00	255,268.57	247,000.00	2.200		2.012	1,703	11/29/2019
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	254,234.75	247,000.00	2.100		2.101	1,603	08/21/2019
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	255,926.53	248,000.00	2.150		2.151	1,322	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	254,158.29	248,000.00	2.000		2.001	757	04/27/2017

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
March 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	248,070.75	248,000.00	1.000		1.001	964	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	249,557.76	249,000.00	1.050		1.065	938	10/25/2017
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	253,669.72	247,000.00	2.000		2.001	1,273	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	252,190.75	247,000.00	1.850		1.851	1,352	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	254,261.31	247,000.00	2.100		2.101	1,609	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,233.07	248,000.00	1.000		1.001	929	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	249,235.18	249,000.00	1.000		1.014	930	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	248,807.77	247,000.00	2.400		2.400	120	07/30/2015
38148JBU4	3183	GOLDMAN SACHS		11/05/2014	247,000.00	254,602.02	247,000.00	2.150		2.151	1,676	11/02/2019
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	246,668.71	248,000.00	0.850		0.850	1,033	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	251,177.02	247,000.00	1.800		1.801	1,527	06/06/2019
700654AV8	3182	PARK NATIONAL BANK		09/26/2014	249,000.00	256,475.70	249,000.00	2.100		2.099	1,455	03/26/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	253,228.50	247,000.00	2.000		2.001	1,573	07/22/2019
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,637.51	249,000.00	0.800		0.800	180	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,795.68	248,000.00	1.200		1.200	117	07/27/2015
909557CL2	3170	UNITED BANKERS' BANK		11/29/2012	249,000.00	249,737.56	249,000.00	1.100		1.115	973	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	247,318.92	248,000.00	1.000		1.000	1,092	03/28/2018
Subtotal and Average			5,452,000.00		5,452,000.00	5,531,253.04	5,452,000.00			1.588	1,090	
Total and Average			65,006,271.30		65,827,700.52	66,161,375.27	65,954,618.25			1.208	678	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
March 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00	Accrued Interest at Purchase		25,723.85	25,723.85				0
				Subtotal		25,723.85	25,723.85				
		Total Cash and Investments	65,006,271.30		65,827,700.52	66,187,099.12	65,980,342.10			1.208	678

CITY OF HEMET
Received Interest
Sorted by Issuer
Received March 1, 2015 - March 31, 2015

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	03/06/2015	03/09/2015	189.48	189.48	-
							Subtotal	189.48	189.48	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	03/12/2015	03/16/2015	334.27	334.28	0.01
							Subtotal	334.27	334.28	
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	03/25/2015	03/26/2015	203.35	200.56	-2.79
							Subtotal	203.35	200.56	
COMPASS BANK	20451PEN2	3175	NC2	247,000.00	2.000	03/25/2015	03/26/2015	2,449.70	2,449.70	-
							Subtotal	2,449.70	2,449.70	
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	03/13/2015	03/17/2015	350.54	350.54	-
							Subtotal	350.54	350.54	
DISCOVER BANK	2546714X5	3181	NC2	247,000.00	2.100	02/27/2015	03/02/2015	2,614.82	2,614.82	-
							Subtotal	2,614.82	2,614.82	
FEDERAL HOME LOAN MTG ASSOC.	3134G5GY5	2279	FAC	1,000,000.00	2.000	03/19/2015	03/23/2015	10,000.00	10,000.00	-
							Subtotal	10,000.00	10,000.00	
FEDERAL NTL MORTGAGE ASSOC.	3136G23T2	2277	FAC	500,000.00	2.000	02/27/2015	03/02/2015	5,000.00	5,000.00	-
		2255	FAC	500,000.00	1.150	02/28/2015	03/04/2015	2,875.00	2,875.00	-
		2278	FAC	1,000,000.00	2.000	03/18/2015	03/19/2015	10,000.00	10,000.00	-
Subtotal							17,875.00	17,875.00		
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	03/17/2015	03/18/2015	193.67	191.01	-2.66
							Subtotal	193.67	191.01	
CITY OF LINCOLN	533020DC4	5012	NCB	995,000.00	3.000	03/02/2015	03/04/2015	14,925.00	14,925.00	-
							Subtotal	14,925.00	14,925.00	

CITY OF HEMET
Received Interest
Received March 1, 2015 - March 31, 2015

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
NEW YORK STATE REVENUE BONDS	650035J66	5015	NCB	500,000.00	2.000	03/15/2015	03/17/2015	5,000.00	5,000.00	-
							Subtotal	5,000.00	5,000.00	
PARK NATIONAL BANK	700654AV8	3182	NC2	249,000.00	2.100	02/26/2015	03/02/2015	444.11	444.11	-
	700654AV8	3182	NC2	249,000.00	2.100	03/26/2015	03/30/2015	401.13	401.13	-
	Subtotal							845.24	845.24	
SAFRA NATIONAL BANK	7865803L2	3164	NC2	249,000.00	0.800	03/27/2015	03/31/2015	996.00	987.81	-8.19
							Subtotal	996.00	987.81	
UNITED BANKERS' BANK	909557CL2	3170	NC2	249,000.00	1.100	02/28/2015	03/04/2015	235.86	225.12	-10.74
	909557CL2	3170	NC2	249,000.00	1.100	03/28/2015	03/31/2015	213.03	217.62	4.59
	Subtotal							448.89	442.74	
WELLS FARGO	94986TMF1	3172	NC2	248,000.00	1.000	03/28/2015	03/31/2015	611.51	611.51	-
							Subtotal	611.51	611.51	
Total								57,037.47	57,017.69	
Total Cash Overpayment									4.60	
Total Cash Shortfall									-24.38	

CITY OF HEMET
 Received Interest
 Received March 1, 2015 - March 31, 2015

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Received	Interest
							Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	2,612.34		03/04/2015	17.08
						Subtotal	17.08
Citibank	SYS5001	5001	PA1	363,955.76	0.450	03/31/2015	43.93
						Subtotal	43.93
CITIBANK3	SYS5004	5004	PA1	12,197,690.14	0.450	03/31/2015	1,435.68
						Subtotal	1,435.68
						Total	1,496.69

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

www.treasurer.ca.gov/pmia-laif/laif.asp
April 28, 2015

CITY OF HEMET

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

PMIA Average Monthly Yields

Account Number:
98-33-362

Tran Type Definitions

March 2015 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	20,249,848.62
Total Withdrawal:	0.00	Ending Balance:	20,249,848.62



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: May 12, 2015

RE: Warrant Register

The City of Hemet's warrant register dated April 30, 2015 in the amount of \$2,452,269.24 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of April 13, 2015 to April 26, 2015 was \$627,797.20.

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 and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager

DATE: May 12, 2015

RE: **First Amendment to Employment Agreement for the Position of Fire Chief**

RECOMMENDED ACTIONS:

Approve the First Amendment to Employment Agreement for the Position of Fire Chief.

BACKGROUND:

In preparing the original employment agreement for the position of Fire Chief, city staff applied the standard language to Section 5.1 related to Cal PERS retirement for "Classic" members of CalPERS. As a "Classic" member, Brown would have been required to contribute 3% toward the normal cost of the CalPERS benefit. After council approval of the Employment Contract for Fire Chief Brown, it was discovered that Brown is not a "Classic" member but rather is subject to the provisions of the 2013 PEPRA Law. This requires an employee contribution rate of 12%.

ANALYSIS:

Following the discovery of the higher contribution rate required by PEPRA, it became clear that the cost of the new rate would negatively impact the agreed upon compensation package. The attached "first amendment" was negotiated in order to mitigate the impact to Brown and the city.

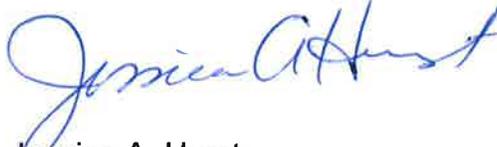
The "first amendment" includes an agreement by Brown to contribute a total of 12% toward the actual cost of CalPERS retirement benefit, a full waiver of any medical insurance benefits and an increase in base salary to offset a portion of the additional percentage CalPERS costs.

FISCAL IMPACT:

The net fiscal impact of the "first amendment" result is an approximate \$2,000 savings to the City.

Respectfully submitted,

Fiscal Review,



Gary Thornhill
Interim City Manager

Jessica A. Hurst
Deputy City Manager
Administrative Services

Legal Review,



Eric S. Vail
City Attorney

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
FOR THE POSITION OF
FIRE CHIEF**

This First Amendment to Employment Agreement for the Position of Fire Chief ("First Amendment") is made and entered into and is effective this 14th day of May, 2015, by and between the CITY OF HEMET (the "CITY"), a California municipal corporation and general law city, and DON SCOTT BROWN ("BROWN"), an individual, (hereinafter CITY and BROWN may jointly be referred to as the "Parties") on the following terms and conditions:

RECITALS

A. The Parties entered into that Employment Agreement for the Position of Fire Chief ("Employment Agreement") on April 15th, 2015.

B. Subsequent to approval of the Employment Agreement by the Parties, several material mistakes were identified in Section 5 "Retirement" of the Employment Agreement. The Parties agree that it is legally necessary to correct these errors and that such correction is the purpose of this First Amendment.

C. The Parties also agree that the corrections to Section 5 "Retirement" of the Employment Agreement will have an adverse monetary impact on BROWN, and that to minimize such impact, a corresponding adjustment will be made to BROWN's base salary. The Parties further agree that to minimize the fiscal impact on the CITY of the base salary impact, BROWN – who has provided CITY with proof of full health insurance coverage through another source – will waive certain health benefits otherwise provided by CITY at its cost.

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, and which amendment is to take effect retroactively to April 15, 2015, as follows:

1. Section 2. **COMPENSATION.** Section 2.1 "Base Salary" and Section 2.4.1 "Health Insurance," of the Employment Agreement is amended to read as follows:

"2.1 Base Salary. BROWN shall receive an annual base salary of one hundred sixty-one thousand five hundred dollars (\$161,500.00) paid bi-weekly according to the payroll schedule in place for CITY employees."

"2.4.1 Health Insurance. BROWN hereby declines and waives coverage under CITY'S health insurance program for employees and employee dependents.

BROWN represents that he is entitled to receive, is enrolled in, will maintain, and receives the benefits of, health insurance through another source.

2. Section 5. **RETIREMENT.** Sections 5.1 “CalPERS,” and 5.3 “Length of Service Retirement Award,” are hereby amended to read, or deleted, as follows:

“5.1 **CalPERS.** BROWN shall be enrolled in the State of California’s Public Employees Retirement System (“CalPERS”) in accordance with CITY’s PEPRA 2.7% @ 57 Safety Retirement Plan. Pursuant to Government Code Section 7522.30, BROWN shall contribute at least 50% of normal costs, as determined by CalPERS’ annual valuation report for CITY’s Safety Retirement Plan. BROWN’s required current employee contribution rate, which was effective July 1, 2014, is 12% and, effective July 1, 2015, his employee contribution rate shall be 12%. This rate may adjust from time to time. BROWN shall also be entitled to participate in the 1959 Survivor Benefit Plan approved for CITY employees.”

“5.3 **Length of Service Retirement Award.** This section is intentionally deleted.”

GENERAL PROVISIONS

3. **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.

4. **Integration.** This First Amendment consists of pages 1 through 3 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.

5. **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 by BROWN.

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

7. **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 CITY has caused this First Amendment to be signed and executed on its behalf by its Interim City Manager and duly attested to by its City Clerk, and BROWN has signed and executed this First Amendment, as of the date first indicated above.

CITY OF HEMET

Gary Thornhill, Interim City Manager

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

DON SCOTT BROWN

Don Scott Brown, Fire Chief

AGENDA # 10



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Scott Brown, Fire Chief
Gary Thornhill, Interim City Manager *SB*

DATE: May 12, 2015

RE: California Fire Assistance Agreement (CFAA) Rates

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution Bill No. 15-018 approving the California Office of Emergency Services (Cal OES) California Fire Assistance Agreement reimbursement methodology for 2015. Fire Agencies from throughout California have participated in an extensive 5 year review of the recitals portion of the California Fire Assistance Agreement (CFAA), as well as the yearly review of the exhibits.

BACKGROUND:

In 2010, a steering committee made up of executives from the United States Forest Service (USFS), CAL FIRE, CAL EMA, FIREScope, and the Association of Contract Counties met with the goal of ensuring that California continues to maintain its effective and efficient emergency response system. The primary concern was establishing a consistent cost reimbursement methodology for calculating average hourly and indirect costs rates (Administrative Rate) that are fair to the requesting agency, as well as the sending agency, and are defensible, consistent, and transparent to outside auditors and the public.

In 2011, CAL FIRE as the lead fire agency, along with various other state and federal agencies, completed the task of developing a fair, consistent, and equitable reimbursement rate methodology, regardless of the state or federal resource – ordering agency. All the agencies came to consensus that the ordering agency should not be responsible for paying the fixed benefit cost of the sending agency and agreed to a rate calculation methodology consisting of marginal cost only. CAL EMA, as the state agency responsible for Fire and Emergency assistance to local, state and federal agencies, incorporated the new methodology into the California Fire Assistance Agreement (CFAA) – The City of Hemet Fire/EMS Services Department is signator to this agreement which is the vehicle for cost reimbursement for fire incidents when requested locally and throughout the state.

Upon adoption of the Resolution, Hemet Fire/EMS Services in concert with the Finance Department will apply the new rate to the following activities;

Activity:

- CAL FIRE, CAL EMA (formerly OES), Cleveland National Forest (CNF) Fire-Incident response – generally referred to as Assistance for hire (ABH Rates)

FISCAL IMPACT: The fiscal impact of the newly adopted rates will be based on the number of incidents that occur throughout the year in which the City of Hemet Fire/EMS Department contributes resources.

Respectfully submitted,



Scott Brown
Fire Chief

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/Administrative Services

Attachments:

1. Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies
2. Rates
3. Resolution



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 15-018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, IDENTIFYING THE TERMS
AND CONDITIONS FOR HEMET FIRE DEPARTMENT
RESPONSE AWAY FROM THEIR OFFICIAL DUTY
STATION AND ASSIGNED TO AN EMERGENCY
INCIDENT**

WHEREAS, the City of Hemet Fire/EMS Services is a public agency located in the County of Riverside, State of California, and;

WHEREAS, it is the City of Hemet desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of Hemet has in its employ, Fire Department response personnel to include: Fire Chief, Fire Captain, Engineer, Firefighter/Paramedic & Firefighter; and

WHEREAS, the City of Hemet will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, The City of Hemet will compensate its employees overtime in accordance within their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will be used to compensate such personnel.

- 1 3. The City of Hemet Fire Department will maintain a current salary survey or
2 acknowledgement of acceptance of the "base rate" on file with the California
3 Governor's Office of Emergency Services, Fire Rescue Division.
4
5 4. Personnel will be compensated (portal to portal) beginning at the time of dispatch
6 to the return to jurisdiction when equipment and personnel are in service and
7 available for agency response.
8
9 5. Fire department response personnel include: Fire Chief, Fire Captain, Engineer,
10 Firefighter/Paramedic & Firefighter.
11

12 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET PASSED,**
13 **APPROVED, AND ADOPTED this 12th day of May, 2015.**
14
15
16
17

18 _____
19 Linda Krupa, Mayor

20
21 ATTEST:

22 APPROVED AS TO FORM:
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24

25 _____
26 Sarah McComas, City Clerk
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Eric S. Vail, City Attorney

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

4
5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Resolution is the actual Resolution adopted by the City Council of the City
7 of Hemet and was passed at a regular meeting of the City Council on the 12th day of
8 May, 2015 by the following vote:

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

14
15
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17
18
19

Sarah McComas, City Clerk

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

**AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE
TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES**

Between

**STATE OF CALIFORNIA, GOVERNOR'S OFFICE OF EMERGENCY SERVICES;
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION;
USDA FOREST SERVICE, PACIFIC SOUTHWEST REGION;
USDI BUREAU OF LAND MANAGEMENT, CALIFORNIA STATE OFFICE;
USDI NATIONAL PARK SERVICE, PACIFIC WEST REGION;
USDI FISH AND WILDLIFE SERVICE, PACIFIC SOUTHWEST REGION; and
USDI BUREAU OF INDIAN AFFAIRS, PACIFIC REGION**

THIS AGREEMENT made and entered into on last date signed by and between the State of California, Governor's Office of Emergency Services, hereinafter referred to as **Cal OES**; the State of California, Department of Forestry and Fire Protection, hereinafter referred to as **CAL FIRE**; the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management (BLM), California State Office; the USDI National Park Service (NPS), Pacific West Region; USDI Fish and Wildlife Service (FWS), Pacific Southwest Region, and USDI Bureau of Indian Affairs (BIA), Pacific Region, hereinafter referred to as the **Federal Fire Agencies**; all parties hereinafter referred to as the **Cal OES, CAL FIRE, and the Federal Fire Agencies**, under the provisions of the Act of December 12, 1975, PL 94-148, the Act of April 24, 1950 (16 USC 572), the Reciprocal Fire Protection Act, 42 USC 1856a, the Disaster Relief Act of 1974, PL 93-288, and The Federal Land Policy and Management Act of 1996, (PL 94-579, Sec. 307(b)).

NAME

This Agreement shall be entitled "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies", hereinafter referred to as the "**California Fire Assistance Agreement**", or CFAA.

RECITALS

1. The Federal Fire Agencies are responsible for providing a level of wildland fire protection for federal lands, as designated by Congressional action and Federal policy; and
2. CAL FIRE is responsible for providing a level of wildland fire protection for State Responsibility Area lands, as designated by the State Board of Forestry and Fire Protection; and

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

3. For efficiency and effectiveness, CAL FIRE and the Federal Fire Agencies may exchange protection area responsibilities with the understanding that Local Responsibility Area lands are not part of this Agreement or included in the exchange; and
4. Cal OES is responsible to provide for systematic mobilization, organization, and operation of necessary fire and rescue resources through the California Fire and Rescue Mutual Aid System in mitigating the effects of disasters and to ensure that the responding agencies understand the terms and conditions of the Agreement applicable to their response; and
5. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies, at times of severe wildfire conditions and other emergencies, often have need of emergency apparatus and/or personnel to provide fire protection or perform other tasks during control actions; and
6. Cal OES, through the California Fire and Rescue Mutual Aid System, has such emergency apparatus and personnel, which may be available in the spirit of cooperation for dispatch and use; and
7. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish and enter into an Agreement for the prudent use of such emergency apparatus and personnel; and
8. Cal OES, CAL FIRE, and the Federal Fire Agencies will generally use this Agreement for engines, water tenders, and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place; and
9. This Agreement may be used to reimburse overhead for incident management teams where a local agreement is not in place; and
10. Cal OES, CAL FIRE and the Federal Fire Agencies shall use this Agreement as the fiscal authority for reimbursing local government agencies for the use of their resources. Annual operating plans may be utilized at the local level to facilitate administrative and operational issues; and
11. When this Agreement is exercised to obtain Cal OES resources and/or resources through the California Fire and Rescue Mutual Aid System, those resources will be reimbursed pursuant to this Agreement; and
12. When ordering any resource in Recital 5 of this Agreement from other agencies through the California Fire and Rescue Mutual Aid System, a local agency may utilize this Agreement as the fiscal authority for reimbursing other local agencies; and

Cal OES# 6051-4
CAL FIRE# 7CA02564
USFS# I5-FI-11052012-107
NPS# P14AC01610
BLM# BAA151002
FWS# FFF300008-15-002
BIA# A15ACPRO01

13. Responsibility for determining the basis for requesting assistance through this Agreement rests with the Incident Commander or through the Emergency Command Center. The Incident Commander is responsible for all assignments and tactical decisions for resources obtained through this Agreement; and
14. Except as otherwise provided in Recital 25 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury including death, of employees, agents, and contractors, except that this waiver shall not apply to intentional torts; and
15. **Agreement Committee**
 - 15.1 **California Fire Assistance Agreement Committee.** A California Fire Assistance Agreement Committee (the 'Committee') shall be formed by Cal OES for the purpose of negotiating the terms of the CFAA, and for maintenance of the Agreement. For the purposes of coordination, Cal OES Fire and Rescue Division Chief, or the Chief's designee, shall serve as the Chairperson.
 - 15.2 **Composition of the Committee.** The Committee shall consist of Cal OES, CAL FIRE, the Federal Fire Agencies, and three advisory representatives from local government fire agencies in California: one from Northern California, one from Southern California, and one representing volunteer fire departments. The local government agency representatives shall be appointed by the Chairperson of the State of California Fire and Rescue Advisory Committee/FIRESCOPE, Board of Directors.
 - 15.3 **Meetings to establish reimbursement rates and new methods of reporting or invoicing.** The Committee will meet in person annually to establish the Base Administrative Rate, Personnel Base Rates, and Equipment Rates to become effective upon publication of the rate letter each year. These rates will be published annually by Cal OES Fire and Rescue Division, in an "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies Rate Letter".

The Committee will also review the Average Actual Rates, Actual Administrative Rates, Workers' Compensation Rates, and the Unemployment Rates on file with Cal OES Fire and Rescue Division, as well as negotiate procedural changes. The Average Actual Rates, Actual Administrative Rates, Workers' Compensation Rates, and Unemployment Rates are subject to change throughout the year due to labor negotiations, cost of living increases, and insurance rate recalculations, etc.
 - 15.4 **Change in rates after the publication of the Annual Rate Letter.** Cal OES will monitor and track the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates and will notify the Committee of any rate changes. The Committee will, at a minimum, conduct a

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conference call to formally discuss the new rates and determine if they are valid for a revised rate letter publication. Cal OES will forward the revised rates to the CFAA signatories for a two week review. Once the review process is complete and approved, a revised rate letter will be established and released for publication to the California Fire and Rescue Mutual Aid System Agencies.

- 15.5 **Meetings to re-negotiate the Agreement.** The Committee shall schedule meetings to begin no later than 12 months before the expiration date of the CFAA for the purpose of re-negotiation. It is recommended that the Committee produce the final document for signatures no later than six months before the expiration date of the Agreement.

The Committee will meet as necessary to make adjustments or changes to the Agreement.

THEREFORE, it is agreed as follows:

TERMS AND CONDITIONS

Incorporation of Exhibits into Agreement

16. The following exhibits are incorporated into this Agreement:
- A. Reimbursement Policy and Procedures
 - B. ICS Type 3, 4, 5, 6, & 7 Engine, Equipment, Personnel, & Training Standards for Fire and Emergency Assistance
 - C. Reimbursement for Personnel Rotation
 - D. Communications Capabilities
 - E. ICS Tactical Water Tender, Equipment, Personnel, and Training Standards for Fire and Emergency Assistance
 - F. FEMA Equipment Rate Formula
 - G. Reimbursement Policy and Procedures for Outside the State of California Assignments
 - H. In-State Travel and Incident Related Expenses
 - I. Definitions

Exhibits to the Agreement may be revised upon request of the signatory agencies. The latest revision of any exhibit will be automatically incorporated into this Agreement without requiring a formal modification as defined in Recital 34.

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Requests for and Release of Emergency Apparatus and Personnel

17. Under this Agreement, Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies may request emergency apparatus and personnel from the California Fire and Rescue Mutual Aid System. Resources ordered pursuant to this Agreement will be processed through the California Fire and Rescue Mutual Aid System. Cal OES will fill these orders by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.
18. Cal OES, CAL FIRE and the Federal Fire Agencies will use the current Resource Order Form (automated Resources Ordering and Status System, or equivalent) for all requests. Cal OES, CAL FIRE, and the Federal Fire Agencies shall not be responsible for any emergency apparatus and personnel not confirmed by their respective order and request number(s). Cal OES, CAL FIRE, and the Federal Fire Agencies are responsible for documenting within the request that the resources are being ordered under this Agreement.
19. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies release or reassignment of emergency apparatus used pursuant to this Agreement will be coordinated through the on-scene Cal OES Fire and Rescue Chief Officer, the local jurisdiction agency representative, or their authorized representative. The Cal OES Chief officer or representative will ensure the inspection and inventory of such emergency apparatus prior to release to its home base in accordance with incident-established inspection and demobilization procedures.

Protective Clothing and Equipment

20. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by the most current version of the rules found at California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq.

Emergency Apparatus

21. Emergency apparatus shall meet minimum ICS type standards.

Communications Capabilities

22. **Strike Team/Task Force Leaders.** It shall be the responsibility of the jurisdiction sending a Strike Team/Task Force Leader to ensure that the leader has adequate communications capability. Adequate communications capability is identified and defined in the Statewide FIREScope Frequency Plan.

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Emergency Apparatus. It shall be the responsibility of the jurisdiction sending emergency apparatus to ensure that the emergency apparatus has common communications capability with the Strike Team/Task Force Leader. It is desirable that emergency apparatus have adequate communications capability as defined above.

Reimbursement Procedures

23. Provisions and procedures for reimbursement by Cal OES, CAL FIRE, and the Federal Fire Agencies for fire and emergency assistance are defined in Exhibit "A", Reimbursement Policy and Procedures. CAL FIRE and the Federal Fire Agencies will provide Cal OES Fire and Rescue Division with current billing addresses. Reimbursement for personnel on Cal OES-owned emergency apparatus shall be to local jurisdictions that provide such personnel by apparatus assignee Agreement with Cal OES.
24. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish a system that supports the electronic processing of salary surveys, invoices, and other pertinent documents.

Reimbursement for Emergency Apparatus Loss or Damage

25. Cal OES, CAL FIRE, and the Federal Fire Agencies may reimburse California Fire and Rescue Mutual Aid System Agencies providing resources through the California Fire and Rescue Mutual Aid System for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator, shall be the responsibility of the local agency providing the emergency apparatus or support equipment.
26. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.
27. Except as otherwise provided in Recital 25 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors. This waiver shall not apply to intentional torts.

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Claims Dispute Resolution

28. Should a California Fire and Rescue Mutual Aid System Agency not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with a forest agency, it should contact the appropriate agency's claims division, listed below:
- 28.1 **California Department of Forestry and Fire Protection Incidents:**
Victim Compensation and Government Claims Board
630 "K" Street
Sacramento, CA 95814
- 28.2 **U. S. Forest Service Incidents:**
Albuquerque Service Center
Claims Management
101B Sun Ave. NE
Albuquerque, NM 87109
- 28.3 **National Park Service Incidents:**
Fire Management Office
National Park Service
333 Bush St., Suite 500
San Francisco, CA 94104
- 28.4 **Bureau of Land Management Incidents:**
Bureau of Land Management
Branch of Fire and Aviation Management
2800 Cottage Way
Sacramento, CA 95825
- 28.5 **Fish and Wildlife Service Incidents:**
Fish and Wildlife Service
Pacific Southwest Region
2800 Cottage Way, W1834
Sacramento, CA 95825
- 28.6 **Bureau of Indian Affairs Incidents:**
Bureau of Indian Affairs
Branch of Fire and Aviation Management
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

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Examination and Audit

29. California Fire and Rescue Mutual Aid System Agencies and Cal OES shall be subject to examination and audit for five years after the final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited, to the cost of administration.

Appropriated Fund Limitation

30. Nothing herein shall be interpreted as obligating any parties herein to expend funds, or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

Officials Not To Benefit

31. No member of, or Delegate to, Congress or Resident Commission shall be admitted to any share or part of this Agreement or to any benefit to arise therefore, unless it is made with a corporation for its general benefit.

Civil Rights and Nondiscrimination

32. The cooperators shall comply with all federal statutes relating to nondiscrimination and all applicable requirements of all other federal laws, executive orders, regulations, and policies. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for "reasonable accommodation" in hiring of persons with disabilities; and (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et. seq.).

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Previous Agreements Cancelled

33. This Agreement supersedes the Agreement entered into on October 20, 2009, and as extended January 1, 2014, June 30, 2014, and September 1, 2014 (Cal EMA# 6022-9, CAL FIRE# 7CA00236, USFS# 09-FI-11052012-150, NPS# H807507003, BLM# BAA081002, F&WS# 802233-9-J001, BIA# AGP000768), between the State of California, Emergency Management Agency; State of California, Department of Forestry and Fire Protection; USDA Forest Service, Pacific Southwest Region; USDI Bureau of Land Management, California State Office; USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

Amendments

34. Except as otherwise provided in Recitals 15 and 16, this Agreement may only be amended by written mutual consent of the parties hereto.

Effective Date and Termination

35. The parties herein agree to honor the terms and conditions commencing on January 1, 2015. This Agreement shall remain in effect until December 31, 2019. The Agreement may be terminated by any one of the parties upon 30 days' written notice to all the other parties.

Multiple Signature Pages

36. The parties agree to accept multiple signature pages.

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

DIRECTOR
STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF
EMERGENCY SERVICES


By: Mark S. Ghilarducci
Director

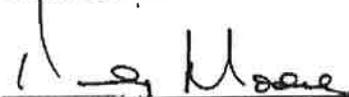
Date: 12-10-14

DIRECTOR
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION


By: Ken Pimlott
Director

Date: 8/27/14

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION


By: Randy Moore
Regional Forester

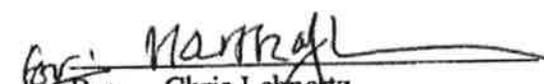
Date: 12/15/14

CALIFORNIA STATE DIRECTOR
USDI BUREAU OF LAND
MANAGEMENT
CALIFORNIA STATE OFFICE


By: James Kenna
California State Director

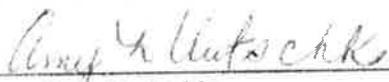
Date: 12/9/14

REGIONAL DIRECTOR
USDI NATIONAL PARK SERVICE
PACIFIC WEST REGION


By: Chris Lehnertz
Regional Director

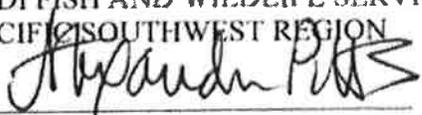
Date: 12/10/14

REGIONAL DIRECTOR
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE


By: Amy Dutschke
Regional Director

Date: 12/17/14

REGIONAL DIRECTOR
USDI FISH AND WILDLIFE SERVICE
PACIFIC SOUTHWEST REGION


By: Ren Lohofener
Regional Director

Date: 12.12.14

Acting

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REVIEW:

The authority and format of this instrument has been reviewed and approved for signature by the following individuals:

CONTRACTING OFFICER
USDI BUREAU OF LAND
MANAGEMENT
CALIFORNIA STATE OFFICE

Traci D. Thaler 12/8/2014

By: Traci D. Thaler
Contracting Officer

Date: (date signed above)

CONTRACTING OFFICER
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

Jodi Zachary
By: Jodi Zachary
Contracting Officer

Date: 1/9/15

CONTRACTING OFFICER
USDI NATIONAL PARK SERVICE

Leo Guillory
By: Leo Guillory
Contracting Officer

Date: 12/10/2014

CONTRACTING OFFICER
USDI FISH AND WILDLIFE SERVICE
REGION 1 / REGION 8

Alice Garrett
By: Alice Garrett
Contracting Officer

Date: 12.11.14

GRANTS & AGREEMENTS SPECIALIST
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

Constance Zipfer
By: Constance Zipfer
Grants and Agreements Specialist

Date: 8 December 2014

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EXHIBIT "A"
REIMBURSEMENT POLICY AND PROCEDURES

GENERAL

- A-1. It is the intent of the signatories to the CFAA to compensate California Fire and Rescue Mutual Aid System Agencies for the cost of assisting the State of California and the Federal Fire Agencies. The rates, methodologies, and formulas in the Agreement are intended to provide for such costs. The compensation shall be consistent with the California Fire and Rescue Mutual Aid System Agency's normal internal business practices and any existing memorandum of understanding (MOU)/memorandum of Agreement (MOA), governing body resolution, or equivalent, which supports those business practices.
- A-2. The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus. Terms established in this section shall be made binding upon California Fire and Rescue Mutual Aid System Agencies by Cal OES and shall not be subject to interpretation or rejection by the jurisdiction providing assistance. See Clause A-36 for procedures that do not apply or are applicable to State Agency Fire Departments, Department of Defense Fire Departments, or Tribal Fire Departments.
- A-3. California Fire and Rescue Mutual Aid System Agencies that provide their personnel and equipment to the State of California or the Federal Fire Agencies through the California Fire and Rescue Mutual Aid System and this Agreement, do so on a voluntary basis, and accept the following provisions for reimbursement.
- A-4. It is understood and agreed that a California Fire and Rescue Mutual Aid System Agency providing personnel or California Fire and Rescue Mutual Aid System Agency-owned emergency apparatus shall obtain reimbursement for such response by billing the ordering entity (either the State of California or Federal Fire Agency) through the Cal OES invoicing process in accordance with this Exhibit.
- A-5. Reimbursement for personnel and emergency apparatus will begin after the 12th hour. There shall be no reimbursement for responses of 12 hours duration or less with the exception of the Department of Interior (DOI) fire agencies (BLM, NPS, FWS, and BIA). DOI will reimburse from time of dispatch. If the duration of the response exceeds 12 hours and local agencies have an existing MOU/MOA, governing body resolution, or equivalent that indicates compensation for all hours worked, reimbursement for personnel and emergency apparatus shall cover the

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entire time of commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. If local agencies do not have an existing MOU/MOA, governing body resolution, or equivalent that indicates compensation for all hours worked, local agencies will be reimbursed for actual hours worked. Should personnel or emergency apparatus be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel or emergency apparatus from its home base. Additionally, as the 12 hour period stated above is cumulative, responding personnel and/or emergency apparatus shall only be subject to one 12 hour period from the original time of dispatch, regardless of the number of re-assignments that may occur prior to returning to their home base.

- A-6. In some cases on a single incident, the State of California and the Federal Fire Agencies may need to convert resources that were ordered under Statewide Master Mutual Aid (MMA) to reimburse resources under the California Fire Assistance Agreement. In these cases, MMA resources will be released by the responsible agency and reordered by the State of California and/or the Federal Fire Agencies through the CFAA. For resources that have been on the same incident for more than 12-hours, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. Resources that have been on the same incident under MMA for 12-hours or less will have their time applied to the California Fire Assistance Agreement 12-hour minimum. After the 12-hours are completed, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. The 12-hour period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.
- A-7. An Administrative Rate will be added to the total of the personnel, fire engine, support equipment, and other approved reimbursements for local government. The Base Administrative Rate is set annually by the Committee per the rate letter published at the time of dispatch, unless the California Fire and Rescue Mutual Aid System Agency submits an agency-specific administrative rate in accordance with the Instructions for Completing Actual Administrative Rate Calculations. Cal OES will issue these instructions annually along with the salary survey instructions. California Fire and Rescue Mutual Aid System Agencies that develop an Actual Administrative Rate must review and update their rate by July 1 of each year.

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REIMBURSEMENT – PERSONNEL

- A-8. A committee will establish a standard reimbursement formula for local agency personnel with Base Rates applicable to all jurisdictions. The default reimbursement will be at the Base Rate for actual hours worked on the incident. Agencies can be reimbursed at a rate that is higher than the Base Rate, and/or for more than actual hours worked (up to 24 hours per day), as follows:
- A-8.1 Any agency seeking reimbursement for its personnel at a rate higher than the appropriate Base Rate, must complete the annual salary survey and file it with the Cal OES Fire and Rescue Division. The Chief Financial Officer will provide verification that the personnel wages exceed the Base Rate for each requested position.
- A-8.2 Any agency seeking reimbursement for personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, governing body resolution, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, governing body resolution, or equivalent shall indicate how personnel will be compensated.
- A-8.3 Any agency seeking reimbursement for its supplemental personnel will accept rates as outlined in NWCG#004-2009, Attachment D, which states that supplemental personnel will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. Reimbursement shall be in accordance with Clause A-16.
- A-9. The above required documentation for rates and hours shall be based on actual costs to the responding agency, and not contingent upon reimbursement from the State of California or Federal Fire Agencies at a rate that exceeds what the agency will pay its personnel. Reimbursements will be based on the salary survey and any applicable MOU/MOA, governing body resolution, or equivalent that is on file at the time of the initial dispatch.
- Any MOU/MOA, governing body resolution, or equivalent is subject to review by the Committee. Local government will be formally notified of the determination.
- A-10. These formulas and rates of payment shall constitute full reimbursement for direct costs, including back fill to local jurisdictions relative to personnel provided. Liability for workers compensation claims and/or payment of unemployment benefits shall remain the responsibility of the responding local, state, federal, and tribal agencies that directly employ the personnel. All calculations shall be subject to audit by the State of California or the Federal Fire Agencies in accordance with Recital 29, Examination and Audit.

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- A-11. Reimbursement for fractional hours shall be taken to the next quarter hour.
- A-12. Reimbursement shall be made only for such personnel that have been specifically requested or approved by the State of California or the Federal Fire Agencies. Any personnel not given an Order/Request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.

Formula for Personnel Reimbursement Using Base Rates

- A-13. California Fire and Rescue Mutual Aid System Agencies will be reimbursed at the established Engine Company Base Rate for personnel responding on emergency apparatus or as overhead personnel at or below the Strike Team/Task Force Leader Trainee level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.
- A-14. California Fire and Rescue Mutual Aid System Agencies that have not submitted a Salary Survey for rates above the established Base Rates will be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(B \times H^1) + (B \times H^1 \times W) + (B \times H^1 \times U)] = \text{Total Personnel Reimbursement}$$

(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(B \times H^2) + (B \times H^2 \times W) + (B \times H^2 \times U)] = \text{Total Reimbursement}$$

(approved form)

- B= Base Rate
- H¹ = All Hours (portal to portal)
- H²= Actual Hours Worked
- W= Workers' Compensation Percentage Rate
- U= State Unemployment Percentage Rate

The Established Base Rate (B) is based on the average of the CAL FIRE Fire Captain or Fire Apparatus Engineer base rates and the USDA Forest Service emergency hire rates for these positions applied to a 168 hour week, with 40 hours at straight-time and 128 hours at overtime. The total amount is then divided by 168 hours resulting in a blended rate.

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Formula for Establishing the Base Rates

The following base rate formulas include an overtime component. As a result, the formulas will NOT be calculated at time and one half.

Base Rate formula for Engine Company personnel and Overhead at or below Strike Team/Task Force Leader Trainee

(AD-F + CAL FIRE Fire Apparatus Engineer base rate) / 2 = Combined Rate,
 ((Combined Rate x 40 Hours Straight Time) + (Combined Rate x 128 Hours Overtime)) / 168 =
 Base Rate

Numerical Calculation: $23.28 + 17.88 = 41.16 / 2 = 20.58$, $((20.58 \times 40) + (20.58 \times 1.5 \times 128)) = 4774.56 / 168 = \28.42

Base Rate formula for Overhead at or above Strike Team Leader/Task Force Leader

(AD-H + CAL FIRE Fire Captain base rate) / 2 = Combined Rate,
 ((Combined Rate x 40 Hours Straight Time) + (Combined Rate x 128 Hours Overtime)) / 168 =
 Base Rate

Numerical Calculation: $28.44 + 22.20 = 50.64 / 2 = 25.32$, $((25.32 \times 40) + (25.32 \times 1.5 \times 128)) = 5874.24 / 168 = \34.97

Definitions for abbreviations used in Base Rate Formula

AD - Administratively Determined Pay Plan for Emergency Workers. Pay rates for emergency (casual) employees of the Federal Fire Agencies.

AD F - The classification is Engine Boss.

AD H - The classification is Strike Team Leader.

CAL FIRE base Fire Captain and Fire Apparatus Engineer salary rates are converted to hourly rates.

Formula for Suppression Personnel Reimbursement Using Average Actual Rates

A-15. The California Fire and Rescue Mutual Aid System Agencies may submit Average Actual Rates to Cal OES Fire and Rescue Division for any personnel dispatched to an incident. The personnel who are dispatched to an incident will first be classified and reimbursed as described in Clauses A-15.1 through A-15.3. The submission of Average Actual Rates shall be on file with Cal OES Fire and Rescue Division prior to the time of personnel dispatch.

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A-15.1 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division at or below the Battalion Chief level shall be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$$

(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)] = \text{Total Reimbursement}$$

(approved form)

A= Average Actual Rate
 H¹ = All Hours (portal to portal)
 H²= Actual Hours Worked
 W= Workers' Compensation Percentage Rate
 U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (A) is the average hourly rate of all personnel in the specific rank (e.g.: Captain, Engineer, Firefighter) within each individual jurisdiction.

A-15.2 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division above the Battalion Chief level shall be reimbursed using the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1) + (A \times H^1 \times W) + (A \times H^1 \times U)] = \text{Total Reimbursement}$$

(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(A \times H^2) + (A \times H^2 \times W) + (A \times H^2 \times U)] = \text{Total Reimbursement}$$

(approved form)

A = Average Actual Rate
 H¹ = All Hours (portal to portal)
 H² = Actual Hours Worked
 W = Workers' Compensation Percentage Rate
 U = State Unemployment Percentage Rate

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A-15.3 If personnel above the Battalion Chief level have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid above straight time, the reimbursement will be calculated using one of the following formulas. The MOU/MOA, governing body resolution, or equivalent is subject to the provisions in Clause A-9, and must not be contingent on this Agreement or executed on the sole basis that there is reimbursement from Cal OES, CAL FIRE, or the Federal Fire Agencies.

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) and MOU/MOA, governing body resolution, or equivalent for above straight-time is:

$$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$$

(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) and with an MOU/MOA, governing body resolution, or equivalent for above straight-time is:

$$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)] = \text{Total Reimbursement}$$

(approved form)

A = Average Actual Rate
H¹ = All Hours (portal to portal)
H² = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

Formula for Non-Suppression Personnel Reimbursement Using Average Actual Rates

A-15.4 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division for Non-Suppression Personnel shall be reimbursed for actual hours worked using the following formula:

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(A \times 1.5 \times H^2) + (A \times 1.5 \times H^2 \times W) + (A \times 1.5 \times H^2 \times U)] = \text{Total Reimbursement}$$

(approved form)

A = Average Actual Rate
H² = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

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The Average Actual Rate (A) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Heavy Equipment Mechanic, and Inspector) within each individual fire agency.

Non-Suppression Personnel, who have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid portal to portal according to Clause A-8.2, will be reimbursed in accordance with the following Formula for Personnel Using Average Actual Rates:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$$

(Approved form)

A= Average Actual Rate

H¹ = All Hours (portal to portal)

W= Workers' Compensation Percentage Rate

U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (A) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Mechanic, and Inspector) within each individual jurisdiction.

The 1.5 multiplier in the formula represents an hourly rate, which includes benefits for straight time, and an overtime rate for overtime hours.

Supplemental Fire Department Resource Reimbursement Using NWCG#004-2009

A-16. California Fire and Rescue Mutual Aid System Agencies seeking reimbursement for Supplemental Fire Department Resources will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that Supplemental Fire Department Resources will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. California Fire and Rescue Mutual Aid System Agencies that roster or sponsor Supplemental Fire Department Resources shall be reimbursed at the rate of the position being filled on the incident.

California Fire and Rescue Mutual Aid System Agencies shall identify their Supplemental Fire Department Resources separately on the Supplemental Fire Department Resource section of the Cal OES Salary Survey and not include them under the Suppression responder categories. They are not a permanent part of the local fire organization. They are mobilized primarily for response to incidents/wildland fires outside of the fire agency's jurisdiction.

Supplemental Fire Department Resources shall be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire department's jurisdiction. Rates can be found on the Office of

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Personnel Management website, <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2015/general-schedule/>. Reimbursement costs shall not include portal to portal pay or the employee portion of benefits. Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resource. Approved travel costs will be in accordance with Clause A-33.

Engine Company and Tactical Water Tender Staffing

A-17. Engine company staffing shall not be less than three (3) or a reimbursable maximum of four (4). The State of California or the Federal Fire Agencies will reimburse based on the actual classifications responding, not to exceed one Company Officer, one Apparatus Operator, and one or two Firefighters. Tactical water tender staffing shall be reimbursed based upon the actual classifications responding, not to exceed two Apparatus Operators or one Company Officer and one Firefighter. Personnel filling Engine Company or tactical water tender positions shall be certified at the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Strike Team/Task Force Leader Trainee

A-18. The State of California or the Federal Fire Agencies shall provide reimbursement for personnel requested by the State of California or the Federal Fire Agencies to coordinate (Strike Team/Task Force Leaders) or otherwise support the California Fire and Rescue Mutual Aid System resources, or Cal OES-owned emergency apparatus used on incidents. A strike team/task force may, at the discretion of the local jurisdiction, include a Strike Team/Task Force Leader Trainee as a reimbursable member of the unit. The Trainee will be covered under a strike team/task force order-request number and will be identified on a separate Cal OES Emergency Activity Record (F-42), unless the Trainee is from the same California Fire and Rescue Mutual Aid System Agency as the Strike Team Leader. The Strike Team/Task Force Leader Trainee shall travel with the strike team/task force in a vehicle from the existing strike team/task force and will not be reimbursed for the use of a second vehicle. The Trainee may provide the vehicle for the assignment, but no more than one vehicle will be reimbursed. Personnel filling Strike Team/Task Force Leader Trainee positions shall be certified at the Strike Team/Task Force Leader Trainee level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or CICCS.

A-19. All Trainees will follow the qualification process in place at the incident.

Overhead Personnel

A-20. Personnel responding to a State of California or Federal Fire Agency's request for overhead positions shall meet the training and experience requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or CICCS).

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A-21. Requesting State of California or Federal Fire Agencies shall specify the mode of transportation for overhead personnel at the time of request. Reimbursement for travel shall be from local home unit or residence, whichever is less, using the most economical mode of transportation. Transportation may be arranged and shall be reimbursed/paid by the State of California or Federal Fire Agency.

Transfer/Reassignment to Other Operational Areas/Incidents

A-22. California Fire and Rescue Mutual Aid System emergency apparatus and personnel requested through this Agreement may not be reassigned to a different incident in another Cal OES Operational Area, or to another incident through a different Agreement without the responding agency's approval. The host State of California or Federal Fire Agency shall secure approval for such reassignment through the California Fire and Rescue Mutual Aid System.

Cal OES Support

A-23. Cal OES Fire Agency Representatives assigned to major incidents may need to have a Cal OES Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Staffing level for this resource shall be limited to a maximum of two (2) persons. Staff reimbursement will be based on the appropriate rate.

REIMBURSEMENT – EMERGENCY APPARATUS

A-24. The formulas and rates of payment for emergency apparatus shall be considered as covering all reimbursement related to the use of such vehicles except as provided in the Reimbursement of Emergency Apparatus Loss or Damage section in the Recitals of this Agreement, Recitals 25 through 27.

A-25. Reimbursement for emergency apparatus refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

California Fire and Rescue Mutual Aid System Agency Emergency Apparatus

A-26. Engines and Tactical Water Tenders shall be reimbursed in accordance with the current FEMA Schedule of Equipment Rates established in the Annual Rate Letter. Engines and Tactical Water Tenders rates are based on a 16-hour maximum allowable charge, per 24-hour period.

Reimbursement of other emergency response equipment shall be in accordance with 44 CFR 206.228 allowable costs.

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- A-27. California Fire and Rescue Mutual Aid System Agencies shall assume operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding to and returning from the State of California or Federal Fire Agency incidents. It shall be the responsibility of the responding jurisdiction to provide the necessary means of payment for such costs.
- A-28. Once at the incident and until released, the State of California or the Federal Fire Agencies will provide for motor fuel and lubricants, normal servicing costs, and minor repairs incidental to operation of emergency apparatus including California Fire and Rescue Mutual Aid System Agency support equipment. Minor Repair is defined as any repair necessary to keep the equipment in operation on the fire, which requires not more than two hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.

Support Equipment, Privately-Owned Vehicles, and Rental Vehicles

- A-29. The State of California or the Federal Fire Agencies shall reimburse California Fire and Rescue Mutual Aid System Agencies for use of agency support equipment and private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment at the rate established by the Committee for the type or category of vehicle used. Privately-owned vehicle rates will be reimbursed on a per mile basis according to the current Internal Revenue Service (IRS) standard rate for business miles.
- A-30. In no case will a second support vehicle, privately-owned vehicle, or rental vehicle assigned to an individual, strike team, or task force be reimbursed.
- A-31. Authorized Rental Vehicles: The use and reimbursement of rental vehicles requires authorization either at the time of the initial request in ROSS, or documented by written approval at the incident. The dispatch/mobilization centers for the requesting State of California or Federal Fire Agencies may make arrangements for procuring rental vehicles, or may direct the California Fire and Rescue Mutual Aid System Agency to make their own arrangements. Rental vehicles from an airport are discouraged and the use of economy cars is encouraged. Rental vehicles and the fuel expense while responding to, during, or returning from a State of California or Federal Fire Agency incident will be reimbursed for the actual costs incurred by the California Fire and Rescue Mutual Aid System Agencies. The process to obtain reimbursement for rental vehicle expenses is outlined in Exhibit "H".

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Other Equipment Rates (Excluding Aviation)

A-32. All other equipment not identified specifically in this exhibit will be reimbursed using the FEMA Schedule of Equipment rates. If a FEMA equipment rate is not identified for the type of equipment being used, a rate may be developed using the FEMA equipment rate formula in Exhibit "F".

REIMBURSEMENT – TRAVEL EXPENSES

A-33. At no time will the California Fire and Rescue Mutual Aid System Agencies seek reimbursement for travel expenses such as fuel, food, and lodging responding to, during, or returning from a State of California or Federal Fire Agency incident unless formally documented and approved in writing at the incident. The reimbursement of meals to and from the incident will be subject to the California state standard per diem and lodging rates specified in Exhibit "H".

Travel arrangements and reimbursement, including travel for relieving personnel and backfill, will only be made from the Fire Department/Agency location or residence whichever is closest to the incident or reporting location (such as staging).

If formally documented and approved in writing at the incident, the process to obtain reimbursement for in state travel and incident-related expenses is outlined in Exhibit "H".

REIMBURSEMENT – PERSONNEL ROTATION

A-34. When California Fire and Rescue Mutual Aid System Agency personnel are committed to extended assignments under this Agreement, there may be a need to rotate and replace personnel. Personnel under this Agreement are expected to be available a minimum of seven days (elapsed time) excluding travel, before needing replacement, regardless of the number of assignments from original dispatch.

Expenses that are reimbursable are limited to personnel costs and transportation costs. Reimbursement for personnel will be in accordance with general personnel reimbursement provisions of this Agreement. Please reference Exhibit C for specific personnel rotation procedures.

INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS

A-35. The responsible State of California or Federal Fire Agency will provide, when practical, shaded and/or climatically maintained accommodations for off shift sleeping, rest, and recuperation for local jurisdiction resources confined to the incident base. If the incident command finds it operationally feasible (e.g. strike team remains available) to place local jurisdiction resources in

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a commercial sleeping accommodation, it may be provided by the Federal Fire Agencies and CAL FIRE.

REIMBURSEMENT- STATE OF CALIFORNIA, FEDERAL, DOD, AND TRIBAL FIRE DEPARTMENTS

A-36. State Agency Fire Departments, Federal Fire Departments, DOD Fire Departments, and Tribal Fire Departments may respond through the California Fire and Rescue Mutual Aid System. Tribal Fire Department's that have a compacted or contracted wildland fire program from BIA will respond through the Federal Dispatching System and not through the California Fire and Rescue Mutual Aid System.

State Agency Fire Department personnel will be reimbursed in accordance with reimbursement provisions for local jurisdictions except that the base rate provisions will not apply to inmate firefighters. Inmate firefighters will be reimbursed at their actual straight time rate in accordance with California Department of Corrections payment practices.

Reimbursement of Federal, DOD, and Tribal Fire Departments that respond to CAL FIRE fires will be in accordance with the reimbursement provisions for local jurisdictions.

Reimbursement of Federal, DOD, and Tribal Fire Departments that respond to Federal Fire Agency fires are governed by other federal agreements. In these cases Cal OES will not produce or process reimbursement invoices for DOD and Tribal Fire Departments. DOD Fire Departments responding under this Agreement will invoice the supported Federal Fire Agency directly in accordance with existing federal and local agreements. Tribal Fire Departments responding under this Agreement will invoice the BIA directly in accordance with existing federal or local Agreements.

REQUESTING REIMBURSEMENT

A-37. California Fire and Rescue Mutual Aid System Agencies will prepare a Cal OES Form F-42, F-78 or other approved form and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. These forms are provided by Cal OES Fire and Rescue Division. The Form (F-42/F-78 or other approved form) must be signed by a responsible officer of the jurisdiction seeking reimbursement and by the State of California or Federal Fire Agency Incident Command to verify that the resources requested on the F-42/F-78 or other approved form were authorized by the ordering agency and is the initial step for invoice processing. The completed F-42/F-78 or other approved form is forwarded to Cal OES Fire and Rescue Division Headquarters for processing. **FORMS F-42/F-78 or other approved form should be submitted to the Cal OES Fire Agency Representative at the incident. In the absence of a Cal OES Fire Agency Representative, FORMS**

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F-42/F-78 or other approved form should be SUBMITTED TO Cal OES FIRE AND RESCUE DIVISION BY THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY WITHIN 30 CALENDAR DAYS OF RELEASE FROM THE INCIDENT OR PAYMENT WILL BE DELAYED.

- A-38. Within 60 calendar days of receipt of the F-42/F-78 or other approved form, Cal OES Fire and Rescue Division will process the F-42/F-78 or other approved form data into invoices (F-142) and return to the California Fire and Rescue Mutual Aid System Agency for verification of billing amounts and signature. **THERE WILL BE A DELAY IN PAYMENT FOR INVOICES (F-142) NOT RETURNED TO Cal OES FIRE AND RESCUE DIVISION WITHIN 30 CALENDAR DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE.**
- A-39. Upon return receipt and verification of the invoice (F-142) by the California Fire and Rescue Mutual Aid System Agency, Cal OES Fire and Rescue Division will forward the invoice (F-142) to the appropriate State of California or Federal Fire Agency within 30 calendar days along with a copy of the F-42/F-78 or other approved form as the source document. Inquiries from the State of California and Federal Fire Agencies regarding amounts billed will first be addressed to Cal OES Fire and Rescue Division as soon as possible, as the first step in a joint resolution process.
- A-40. The State of California or Federal Fire Agency will remit payment to the California Fire and Rescue Mutual Aid System Agency within 60 calendar days of receipt of invoice (F-142) from Cal OES.
- A-41. In the event that CAL FIRE or a Federal Fire Agency identifies a discrepancy with an invoice (F-142), Cal OES will provide the California Fire and Rescue Mutual Aid System Agency a new invoice with the corrected invoice amount and the reason for the change. Cal OES has 30 calendar days to make the change and provide a corrected invoice to the California Fire and Rescue Mutual Aid System Agency and either CAL FIRE or the appropriate Federal Fire Agency.
- A-42. CAL FIRE or the Federal Fire Agency will provide copies of payment schedules to Cal OES for invoices (F-142s) CAL FIRE or the Federal Fire Agency has paid within 60 calendar days of remittance to the California Fire and Rescue Mutual Aid System Agency. Cal OES Fire and Rescue Division will reconcile the payment schedules against outstanding invoices (F-142s) on a monthly basis.
- A-43. Cal OES will form and chair working groups with membership from the Committee to develop methodologies to streamline the reimbursement process.

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The State of California and Federal Fire Agencies will work on procedures to improve reimbursement timelines. These activities will be documented and shared with the California Fire and Rescue Mutual Aid System Agencies.

- A-44. The Terms and Conditions and Exhibits in this Agreement may necessitate new methods of reporting and invoicing. All proposed changes to this Agreement, or associated business processes shall be approved by the State of California or Federal Fire Agencies that are parties to this Agreement.
- A-45. Reimbursement for emergency apparatus and personnel shall be made directly to the California Fire and Rescue Mutual Aid Agency providing the resource, and **NOT** to individuals.

Federal Agency Electronic Fund Transfer

- A-46. Federal agencies require the following for reimbursement to California Fire and Rescue Mutual Aid System Agencies:
- a) Taxpayer Identification Number (TIN) – This number is applied for and issued by the Internal Revenue Service (IRS). Contact the IRS @ www.irs.gov or (800) 772-1213.
 - b) Electronic Funds Transfer (EFT) – The cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
 - a. The payment recipient does not have an account at a financial institution.
 - b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
 - c. The payment recipient has a physical or mental disability, or a geographic language, or literacy barrier.

In order to receive EFT payments, the recipient/cooperator shall register in the System for Award Management (SAM). You may register by going to www.sam.gov and follow the instructions provided on-line. For assistance, contact the SAM Assistance Center at (800) 606-8220.

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- c) DUNS Number – The cooperator shall obtain a Dunn and Bradstreet Data Universal Numbering System (DUNS). This is a requirement for registering in SAM. The DUNS number does not replace existing numbers, such as Employer Identification Number (EIN), the Tax Identification Number (TIN), and State Application Identifier (SAI) numbers that are required by statute, Executive Order, or regulation. You may obtain a DUNS number by contacting Dun & Bradstreet via the web at www.dunandbradstreet.com or by phone at (800) 234-3867 or (866) 794-1580. A DUNS number will be provided immediately by telephone at no charge.

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EXHIBIT "B"
**ICS Type 3, 4, 5, 6, & 7 ENGINE, EQUIPMENT, PERSONNEL, & TRAINING
STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE**

The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow with regard to their use of Type 3 through 7 engines, equipment, personnel, and training standards for mutual aid and/or CFAA-reimbursable responses.

The State of California or the Federal Fire Agency Type 3 through 7 Engines have a number of features that enhance their capability to operate on narrow, steep or unimproved roads and to allow the efficient application of water or other agents. The minimum features of the engines are:

- Short Wheel Base
- High Ground Clearance
- High angle of approach & departure
- Lower Gross Vehicle Weight (GVW) than Type 1 or 2 engine
- Engine unit # on roof

Engine Protection Line:

This hose is intended for engine protection and is not to be used for other purposes. Alternatives to meet this include:

- Live reel with a minimum of 150 feet of hard rubber hose, not less than three-fourths (3/4) inch inside diameter, or a;
- Hose tray/basket containing a minimum of 150 feet of 1 inch National Pipe Straight Hose also known as "iron pipe" threaded fittings (NPSH) or 1-1/2 inch National Hose (NH) cotton/synthetic lined hose, with a combination nozzle, and the hose shall be configured for immediate deployment. Hose shall be connected to the water supply and fully charged. The 150 feet of hose specified here is in addition to the hose specified under components.

The fire engine must be equipped with baffles that reduce the shifting of the water load. Most engines should meet this NFPA standard; however, this requirement is also applicable to all water tenders.

The main fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS Type engine as designated in the current edition of the ICS Field Operations Guide ICS-420-1. The pump, as mounted, shall be capable of drafting water from a water source located 15 feet vertical distance below the pump through the required suction hose.

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All engines will have pump and roll capabilities for mobile attack on fire line utilizing a 1.5 inch hose with a 1.5 inch combination nozzle.

- In addition to live reel hose or hose tray/basket hose: 1.5 inch hose will be configured to facilitate progressive hose deployment providing for a 100 foot lateral of 1 inch hose every 200 feet of 1.5 inch trunk line once the fire's edge is encountered.
- All hose utilized must meet or exceed USDA Specification 5100-186b. One-inch hoses and nozzles will have NPSH; 1 inch hose with NH threads shall be provided with a sufficient number of NPSH adapters. One and one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Minimum Engine Equipment Inventory Components	Engine Type				
	3	4	5	6	7
Engine Requirements					
Tank Minimum Capacity (gal)	500	750	400	150	50
Pump Minimum Flow (gpm)	150	50	50	50	10
At Rated Pressure (psi)	250	100	100	100	100
Pump & Roll	Yes	Yes	Yes	Yes	Yes
Max GVWR (lbs)			26,000	19,500	14,000
Personnel					
Minimum Personnel	3	3	3	3	3
Hose Requirements					
Hose 1.5"	1000	300	300	300	0
Hose 1"	500	300	300	300	200
Hard Suction Hose 8' or 10'	2	2	2	2	2
Fill Hose 1.5" x 15'	1	1	1	1	1
Booster Line min 3/4 inch	100	100	100	100	100
Firefighting Equipment					
Shovels	2	2	2	2	2
Pulaskis	2	2	2	2	2
McLeod or Combo tool	2	1	1	1	1
Chainsaw with tool kit	1	1	1	1	1
Hose Clamp 1.5"	2	2	2	2	1
Spanner Wrench 1.5" & 1"	2	2	2	2	1
Hydrant Wrench Adjustable	1	1	1	1	1
Adaptor 1.5" NH to 1.5" NPSH	1	1	1	1	1
Adaptor 1.5" NPSH to 1.5" NH	1	1	1	1	1
Double male 1.5" NH	1	1	1	1	1

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Components	Engine Type				
	3	4	5	6	7
Firefighting Equipment					
Double female 1.5" NH	1	1	1	1	1
Double male 1" NPSH	1	1	1	1	1
Double female 1" NPSH	1	1	1	1	1
Gated Hose Tees, 1.5" NH x 1.5" NH x 1" NPSH	4	2	2	2	2
Gated Wyes 1.5" NH x 1.5" NH x 1.5" NH	2	1	1	1	1
Reducers/adaptors 1.5" NH to 1" NPSH	2	1	1	1	1
Nozzle 1.5" Wildland, Adjustable	4	2	2	2	2
Nozzle 1" Wildland, Adjustable	4	2	2	2	2
Class A Foam, 5- gallons	1	1	1	1	1
Drip Torch or Fusees (case)	1	1	1	1	1
Backpack pump, 5-Gallons	2	2	2	2	2
Chock Blocks	1	1	1	1	1
Inventory List of Engine Equipment	1	1	1	1	1
Communications					
(Programmed per the current edition of the FIREScope Statewide Frequency Channel Plan. Exhibit "D" identifies communications capabilities.)					
Mobile Radio	1	1	1	1	1
Portable Radio (preferred 1/person)	1	1	1	1	1
Personnel Support					
Personnel Protection Equipment	As in Ex. "B"				
First Aid Kit/Supplies for Engine Personnel	1	1	1	1	1
Drinking Water for Engine Personnel	24-Hr Supply				
Food/Rations for Engine Personnel	24-Hr Supply				
Other/Misc.					
Special Tools for Engine/Pump Repair	Specific to Equipment				
Bolt Cutters	1	1	1	1	1
Fuel Cans/Oils	Specific to Equipment				
Other/Misc.					
Fire Extinguisher 2A10BC	1	1	1	1	1
Highly Recommended/Desirable Items					
GPS Unit	1	1	1	1	1
Belt Weather Kit or Other Weather Reading Device	1	1	1	1	1
Portable pump with min. rating of 35 GPM	1	1	1	1	1
Equipment Compliment as identified in the Interagency Standards For Fire and Aviation Operations (Redbook), Chapter 14- Firefighting Equipment, and Appendix M-NUS Engine Stocking Level	Specific to Engine Type				

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Personal Protective Equipment (PPE)

Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each department is responsible for seeing that CAL/OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

- Safety helmet that meets the minimum standards required by California Code of Regulations (CCR), Title 8, Section 3410
- Goggles, protection that meets the minimum requirements for design, construction and use as required by CCR, Title 8, Sections 3382 and 3404.
- Ear protection to comply with CCR Title 8 Sections 3405 and 3410(c)
- Nomex hood, shroud, or equivalent face and neck protection
- Nomex shirt
- Nomex pants
- Gloves, CAL/OSHA approved for wildland fire fighting
- Safety work boots, heavy-duty, lace-type, with deeply lugged soles and heels, and leather tops at least eight inches in height.
- Headlamps w/spare batteries
- Chain saw chaps for chainsaw operator
- Wildland fire shelter

Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction strike team/task force arrives at an incident it can perform all of the missions that would be expected of the State of California and Federal Fire Agencies' engine strike teams.

All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCIS. Training topics include but are not limited to:

- | | |
|-----------------------------|-------------------------------|
| Wildland strategy & tactics | Backfiring/Firing-out |
| Wildand fire behavior | Handline construction |
| Wildland hoselays | Structure triage |
| Wildland fire safety | Structure defense preparation |
| Fireground communications | Fire weather |

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EXHIBIT "C"
REIMBURSEMENT FOR PERSONNEL ROTATION

Clause A-34 authorizes the reimbursement of personnel and transportation costs incurred to replace California Fire and Rescue Mutual Aid System Agency personnel committed to extended assignments under this Agreement. Personnel under this Agreement are to be available a minimum of seven days excluding travel (portal to portal) before needing replacement, regardless of the number of assignments. This exhibit lists the procedures necessary for a local jurisdiction to follow before reimbursement for their costs will be processed for rotation of their personnel. These procedures only apply when the emergency apparatus remains assigned to the incident but the personnel are rotated. The procedures are:

- C-1. The incident commander or MOB center manager to which the resources are assigned must approve the personnel rotation and method of transportation. Such approval should not be denied without substantial cause, e.g. imminent planned release (24 – 36 hours) of the resources, or a negotiated extension through the Cal OES Fire Agency Representative. The personnel rotation and transportation plan must be coordinated through the incident, the ordering point, agency representative, and/or the overhead responsible for the personnel to be rotated.
- C-2. The approved personnel rotation will be documented in:
 - C-2.1. **The approved automated resource ordering and status system of record (ROSS).**
The resource order will be annotated in the documentation section to include the following information:
 - 2.1.a. Date and time of approval for the specific personnel rotation.
 - 2.1.b. Names of incoming and outgoing personnel, with identification of home units.
 - 2.1.c. Method, date and time of transportation of both incoming and outgoing personnel.
 - 2.1.d. A new subordinate request to the existing "E" number will be generated by the incident when a separate vehicle will be used in support of a personnel rotation.
 - 2.1.d.1. In the event a new subordinate request cannot be added to the existing "E" number, the incident approval must be documented in the documentation section of the resource order.

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C-2.2. F-42 “Emergency Activity Record”

- 2.2.a. Box 12 of the original F-42 will document any personnel rotation with the date and time of the rotation for all individuals whether or not the personnel rotation will be reimbursed.
- 2.2.b. **ONLY** when a fire agency is requesting reimbursement for an approved personnel rotation that includes transportation cost will a new F-42 be required (Personnel Information, Box 11 & Support Vehicle Information, Box 8 on F-42 and referenced to the original “E” number, Box 12).
 - 2.2.b.1 For approved personnel rotation documented only in the documentation section, a copy of the resource order must be submitted with the F-42.
- 2.2.c. Invoices (F-142’s) will identify personnel involved in any rotation and will itemize the costs of transportation for personnel rotations with support documentation.

C-2.3. ICS-214 Unit Log

- 2.3.a. Details of personnel rotation need to be documented (Unit Logs to be retained on file by individual fire agency).

If both the emergency apparatus and the personnel need replacement, the resources will be released and a new resource will be ordered.

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EXHIBIT "D"
COMMUNICATIONS CAPABILITIES

It shall be the responsibility of the agency sending mutual aid resources to ensure that those resources have adequate communications capabilities. Adequate communications capability is defined as VHF Highband radios with a minimum of 240 channels and pre-programmed with the most current FIREScope STATEWIDE FREQUENCY CHANNEL PLAN.

Emergency apparatus used for mutual aid will have a mobile VHF Highband radio (powered by the emergency apparatus battery and connected to an external antenna) and a minimum of one portable VHF Highband radio. The VHF Highband portable radio should be capable of being operated by alkaline batteries.

Strike Team/Task Force Leaders: In addition to the communications capability required for emergency apparatus, Strike Team/Task Force Leaders are encouraged to respond with a conventional 800 MHz radio pre-programmed with the 800 MHz mutual aid channels as identified in FIREScope STATEWIDE FREQUENCY CHANNEL PLAN.

For Narrowband Radios: On January 1, 2013, all public safety and business industrial land mobile radio systems operating in the 150-512 MHz radio bands must cease operating using 25 kHz efficiency technology, and begin operating using at least 12.5 kHz efficiency technology. This deadline is the result of an FCC effort that began almost two decades ago to ensure more efficient use of the spectrum and greater spectrum access for public safety and non-public safety users. Migration to 12.5 kHz efficiency technology (once referred to as Refarming, but now referred to as Narrowbanding) will allow the creation of additional channel capacity within the same radio spectrum, and support more users.

After January 1, 2013, licensees not operating at 12.5 KHz efficiency will be in violation of the Commission's rules and could be subject to FCC enforcement action, which may include admonishment, monetary fines, or loss of license. Agencies shall ensure that local radio channels are not utilized outside of the agency's licensed area of operation.

Agencies should provide a minimum of 4 hours of annual basic radio training for Division Supervisors, Strike Team Leaders, and single resource leader positions.

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EXHIBIT "E"
**ICS TACTICAL WATER TENDER, EQUIPMENT, PERSONNEL, AND TRAINING
 STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE**

The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow in regard to their use of tactical water tender, equipment, personnel, and training standards for mutual aid and/or CFAA reimbursable responses.

The State of California or the Federal Fire Agency tactical water tender has a number of features that enhance its capability to operate on narrow, steep or unimproved roads to allow the efficient distribution of water. The minimum features of the tactical water tender are:

- Short wheelbase
- High ground clearance
- High angle-of-approach & departure
- Engine unit # on roof
- The tactical water tender must be equipped with baffles that reduce the shifting of the water load.
- The fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS tactical water tenders as designated in the current edition of the ICS Field Operations Guide ICS-420-1.
- A portable pump, with a minimum rating of 35 GPM is desirable.
- If pump and roll capability is requested, tactical water tenders should utilize a 1.5 inch hose with a 1.5 inch combination nozzle.
- If needed, 4-wheel drive must be requested
- If needed, a class A foam system must be requested
- Live reel hose or hose tray/basket
- Hard suction hose with strainer
- Soft suction hose
- All hose utilized must meet or exceed USDA Specification 5100-186b. One-and-one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Recommended Minimum Tactical Water Tender Equipment Inventory

3 inch fire hose	NH Thread	300 Feet
1.5 inch fire hose	NH Thread	200 Feet
Shovel		1
Adjustable hydrant wrench		2
Combination 1-1/2 inch nozzle		3
Pulaski		1

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McLeod or combination tool	1
Spanner wrench	3
Double male, 1.5 inch NH	1
Double female, 1.5 inch NH	1
Double male, 2.5 inch NH	1
Double female, 2.5 inch NH	1
Reducer/Adapters, 2.5 inch NHF to 1.5 inch NHM	1
Fusees (case) or drip torch	1
Water, drinking	3 gallons
First Aid Kit, 5-person	1
Communications	1-mobile radio, minimum 1-portable radios (preferred 1-per assigned personnel). **Programmed per the current edition of the FIRESCOPE Statewide Frequency Channel Plan. Exhibit "D" identifies communications capabilities.

Personal Protective Equipment (PPE)

Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each department is responsible for seeing that CAL/OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

- Safety helmet that meets the minimum standards required by California Code of Regulations (CCR), Title 8, Section 3410.
- Goggles, protection that meets the minimum requirements for design, construction and use as required by CCR, Title 8, Sections 3382 and 3404.
- Ear protection to comply with CCR, Title 8, Sections 3405 and 3410(c).
- Nomex hood, shroud, or equivalent face and neck protection.
- Nomex shirt
- Nomex pants
- Gloves, CAL/OSHA approved for wildland firefighting.
- Safety work boots, heavy-duty, lace-type, with deeply lugged soles and heels, and leather tops at least eight inches in height.
- Wildland fire shelter

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Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction tactical water tender arrives at an incident it can perform all of the missions that the State of California and Federal Fire Agencies' tactical water tenders can.

All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCS. Training topics include but are not limited to:

Wildland strategy & tactics
Wildland fire behavior
Wildland hose lays
Wildland fire safety
Fireground communications

Backfiring/Firing-out
Handline construction
Structure triage
Structure defense preparation
Fire weather

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EXHIBIT "F"
FEMA EQUIPMENT RATE FORMULA

Hourly Rate = Depreciation + Overhead + Overhaul Labor + Overhaul Parts + Field Labor + Field Parts + Fuel + Lube + Tires

Where:

Depreciation = (Acquisition Cost – Salvage Value) / Economic Life

Generally Acquisition Cost = (1 – [Discount % / 100]) * (List Price + Sales Tax + Freight Cost)

Hourly Overhead = Overhead / 2112 hours

Where Overhead represents annual equipment overhead costs resulting directly from equipment ownership, the costs include such things as normal risk insurance, storage and security, inspection, and licenses. Profit, project overhead, and general overhead costs are not included in this number. 2112 hours is an annual equipment ownership baseline.

Overhaul Labor = (Annual Overhaul Labor Hours * Mechanic’s Wage) / 2112

Overhaul Parts = Annual Overhaul Parts Cost / 2112

Field Labor = (Annual Field Repair Labor Hours * Mechanic’s Wage) / Average Annual Use Hours

Field Parts = (Annual Field Repair Parts Cost + Miscellaneous Supply Parts Cost) / Average Annual Use Hours

Fuel = Average Annual Fuel Cost / Average Annual Use Hours

or

Fuel = Hourly Fuel Consumption Rate * Unit Cost of Fuel

Lube = Annual Lube Cost / Average Annual Use Hours

Tires = Tire Cost / Tire Life

** You may also use FEMA’s Special Use Equipment Formula at <http://www.caloes.ca.gov/FireRescueSite/Pages/Reimbursement.aspx>

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EXHIBIT "G"
REIMBURSEMENT POLICY AND PROCEDURES FOR OUTSIDE THE STATE OF CALIFORNIA ASSIGNMENTS

This Exhibit applies to Cal OES and the Federal Fire Agencies only.

The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus ordered for use on Federal incidents outside the State of California.

Reimbursement of personnel, emergency apparatus, and support equipment will be consistent with Exhibit "A" Reimbursement Policy and Procedures with the following exceptions:

1. Travel costs for lodging and per diem for personnel shall be reimbursed at the rates and methods established within Exhibit H, limited to the California State Standard Per Diem Rates in effect at the time of the response. Lodging expense will follow the "all counties/cities located in California" up to \$90.00 per night, plus tax. Exceptions will be handled case by case with formal documented and written approval.
2. Reimbursement for Cal OES-owned communications equipment (e.g., cell and satellite phones or air and phone credit cards) will be at the total actual cost to the State of California
3. Reimbursement invoices for Cal OES personnel, travel, and equipment will be on an actual cost basis, supported by accounting records, payroll records, and/or activity cards. Invoices for Cal OES resources should be submitted no later than 5 months after the end of the incident.
4. Invoices for Cal OES resources will include an administrative rate as determined by the State of California under the Office of Management and Budget (OMB) circular A-87.
5. Length of assignments for resources responding to incidents outside the State of California will be consistent with the appropriate Federal Fire Agency's policy. Conditions in Clause A-34 of Exhibit "A" concerning minimum of seven days (elapsed time), excluding travel, will not apply to resources responding to requests outside the State of California. Federal Fire Agency policy on the length of an assignment outside the state is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit. Standard assignment length is 14 days, exclusive of travel from and to home unit. Time spent in staging and preposition status counts toward the 14 day limit, regardless of pay status, for all personnel, including Incident Management Teams.

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EXHIBIT "H"
IN-STATE TRAVEL AND INCIDENT RELATED EXPENSES

The purpose of this exhibit is to identify allowable costs and the process for submitting such cost for in-state travel and incident related expenses. This exhibit primarily pertains to costs associated with fuel, food, vehicle and lodging costs as stated in Clauses A-33 and A-35 of Exhibit "A", as well as attributable incident expenses such as loss or damage to local agency emergency apparatus or support equipment identified in Recital 25 of this Agreement.

In some cases miscellaneous expenses outside of the above mentioned may be approved if the incident finds that the expense(s) is also attributable to the incident.

In order for local agencies to be eligible for reimbursement of expenses related to this exhibit, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for an incident. The formal approval must be documented on a General Message Form ICS-213 with the associated "S#" validating the expense(s). The General Message Form ICS-213 must be signed by either the Finance Section Chief, Incident Business Advisor, or the Incident Commander.

NOTE: S#'s should ONLY be issued when the incident cannot accommodate the expense in need, and all other options to provide the expense(s) have been exhausted.

Approved out of pocket expense(s) must accompany the F-42 or F-78 along with the formal approval on the General Message ICS-213 documenting the S#, the itemized receipt(s), and the In State Travel and Incident Related Expense Log. Receipts for meals and incidentals are not required. All other receipts must be taped to an 8 ½ x 11 sheet of paper in date order. All sides of the receipts must be taped and legible; photo copies are preferred.

Rental Vehicles

Rental vehicles authorized on the resource order do not need additional incident approval. The cost of the rental vehicle, if incurred by the local agency, and the fuel purchased to operate the rental vehicle must be submitted on the In State Travel and Incident Related Expense Log with receipts taped or photo copied. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident as identified above.

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Check List:

- General Message Form 213 signed by the Finance Section Chief, Incident Business Advisor, or Incident Commander
- S# documented on the General Message Form 213
- F-42 or F-78 or other approved form
- In-State Travel and Expense Log with expense documented in date order
- Receipt(s)* taped on all sides to an 8 ½ x 11 sheet of paper in date order (photocopies preferred)
*Receipt(s) for meals and incidentals are not required

If costs are associated with food or lodging, the reimbursement will be limited to the California Standard Per Diem Rates in effect at the time of response:

- Breakfast - \$7.00
- Lunch - \$11.00
- Dinner - \$23.00
- Incidentals - \$5.00 (only after the first 24 hours)
- Lodging:
 - All Counties/Cities located in California (except as noted below):
 - Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax.
 - Napa, Riverside, and Sacramento Counties:
 - Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax.
 - Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax.
 - Alameda, Monterey, San Diego, San Mateo, Santa Clara Counties:
 - Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax.
 - San Francisco County and the City of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax.

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EXHIBIT "I"
DEFINITIONS

1. **ADMINISTRATIVE RATE** shall mean a pre-established percentage charge that may be applied by the billing agency as determined by the CFAA Committee.
2. **AGENCY REPRESENTATIVE** shall mean the ICS position that serves as the point of contact for an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.
3. **ANNUAL OPERATING PLAN** shall mean a plan developed at the State, Geographic, or local levels for the implementation of administrative or operational practices or concerns.
4. **ASSISTANCE BY HIRE** shall mean fire suppression resources needed to fill the incident order that are to be paid for by the protecting agency.
5. **BUREAU OF INDIAN AFFAIRS** shall mean a federal bureau under the Department of the Interior charged with the responsibility to provide wildland fire protection and suppression for trust lands of federally recognized Native American Tribes.
6. **CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES** shall mean agencies, departments, or institutions to which Cal OES has, through agreement, assigned Cal OES-owned emergency apparatus; or who provide locally owned resources under provisions of the California Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government" or "local agency".
7. **CALIFORNIA MOBILIZATION GUIDE** shall mean the interagency procedures for requesting, documenting, and sending resources to incidents within the State of California.
8. **CALIFORNIA WILDLAND COORDINATING GROUP** shall mean the executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Services, contract counties representative, and the California Governor's Office of Emergency Services.
9. **DEMOBILIZATION CENTER/FACILITY** shall mean that location or facility established at or near an incident for the processing of emergency apparatus and personnel prior to release to its home base.

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10. **DEPARTMENT OF DEFENSE FIRE DEPARTMENT** shall mean any organization managed by the Department of Defense for preventing and putting out fires principally on military installations.
11. **EMERGENCY APPARATUS** shall mean any emergency response equipment or apparatus provided through the California Fire and Rescue Mutual Aid System.
12. **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.
13. **FEDERAL FIRE AGENCIES** shall mean the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management, California Office; the USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region, and USDI Bureau of Indian Affairs, Pacific Region.
14. **FEDERALLY RECOGNIZED TRIBE** shall mean an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs.
15. **GOVERNING BODY RESOLUTION** shall mean a formal declaration of the governing body concerning a certain subject which it either cannot or does not wish to control by ordinance.
16. **HOME UNIT** shall mean the geographical location an individual is normally assigned to work.
17. **INCIDENT** shall mean an occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.
18. **INCIDENT COMMAND SYSTEM (ICS)** shall mean a standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.
19. **INCIDENT COMMANDER** shall mean the ICS position responsible for overall management of the incident and reports to the agency administrator for the agency having incident jurisdiction. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).
20. **INCIDENT MANAGEMENT TEAM (IMT)** shall mean the incident commander and appropriate command and general staff assigned to an incident.

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21. **INTERAGENCY** shall mean involvement of two or more agencies to an agreement.
22. **LOCAL AGENCY** shall mean any city, city and county, county, or special district.
23. **LOCAL AGREEMENT** shall mean a pre-defined area agreement that includes that portion of the geographical jurisdictions of both the local reciprocal agreement signatories on which they have historically, frequently and continuously cooperated in initial and extended attack.
24. **LOCAL JURISDICTION** shall mean any political subdivision of government.
25. **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release or reassignment.
26. **MOU/MOA** shall mean a memorandum of understanding or memorandum of agreement, which is a formal business document used to outline an agreement made between two separate entities, groups, or individuals.
27. **MUTUAL AID** shall mean an agreement in which two or more parties agree to furnish resources and facilities and to render services to each party of the agreement to prevent and combat any type of disaster or emergency.
28. **NON SUPPRESSION PERSONNEL** shall mean personnel who occupy a civilian position within a fire agency.
29. **POLITICAL SUBDIVISION** shall mean any city, city and county, county, district, or other local governmental agency or public agency authorized by law.
30. **PORTAL TO PORTAL** shall mean the time of initial dispatch from home base to the time of return to home base.
31. **SALARY SURVEY** refers to the form used to establish rates for reimbursement filed with Cal OES Fire and Rescue Division.
32. **STAGING AREA** shall mean the location where emergency apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.
33. **STRUCTURAL FIRE PROTECTION** shall mean fire suppression within a structure.
34. **STRUCTURE DEFENSE** shall mean the protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.

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35. **SUPPLEMENTAL PERSONNEL** shall mean overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled trainings, meetings, etc., of the department staff.
36. **SUPPRESSION PERSONNEL** shall mean personnel who routinely respond to emergencies.
37. **TRIBAL FIRE DEPARTMENT** shall mean a tribal entity with suppression and or all-risk response capabilities.



January 23, 2015

Dear Mutual Aid Providers:

The California Fire Assistance Agreement Committee has conducted both the 5 year review of the recitals portion of the California Fire Assistance Agreement (CFAA), as well as the yearly review of the exhibits.

After several extensions of the agreement and numerous meetings and conference calls over the last year and a half, negotiations have been finalized on the rates, methodologies and formulas of this agreement.

Outlined below (referencing clauses and page numbers), you will find the most relevant changes to the CFAA effective January 1, 2015. *PLEASE* familiarize yourself with the changes to the CFAA prior to dispatch to an incident/event, as the changes can significantly impact your agency's reimbursement.

Recital

In the previous CFAA, the definition pages resided within the recital portion of the agreement, and began on page 4. The definition pages now reside within the exhibits portion of the agreement as Exhibit I, Page I1-I4. We have added numerous definitions consistent with other agreements and have enhanced on defining many other references within the CFAA for clearer context.

Exhibit A – General

Page A1-A2 **Clause A-5**

12 Hour Free Period Exception:

Department of Interior Agencies will reimburse from time of dispatch. There will be no 12 hour free period. Department of Interior Agencies include: BLM, NPS, FWS and BIA. USFS and CAL FIRE still require a 12 hour free period.

Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA)/Governing Body Resolution (GBR) or equivalent for portal to portal:

For routine responders (now referred to as Suppression Personnel), it was stated in the previous agreement that if the duration of the response exceeds 12 hours, reimbursement for personnel and emergency apparatus shall cover the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base.

In the current agreement, if the duration of the response exceeds 12 hours, and local agencies have an existing MOU/MOA/GBR or equivalent that indicates compensation for all hours worked, reimbursement for personnel and emergency apparatus shall cover the entire time of commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. If local agencies do not have an existing MOU/MOA/GBR or equivalent that indicates compensation for all hours worked, local agencies will be reimbursed for actual hours worked.

Exhibit A – Personnel Reimbursement

Page A-3

Clause A8-A9

Initial method for receiving personnel reimbursement for Suppression (formerly categorized as routine responders), Non Suppression (formerly categorized as civilians) and Supplemental Personnel (formerly categorized as Civilians):

- A-8** A committee will establish a standard reimbursement formula for local agency personnel with Base Rates applicable to all jurisdictions. The default reimbursement will be at the Base Rate for actual hours worked on the incident. Agencies can be reimbursed at a rate that is higher than the Base Rate, and/or for more than actual hours worked (up to 24 hours per day), as follows:
- A-8.1** A committee will establish a standard reimbursement formula for local agency personnel with Base Rates applicable to all jurisdictions. The default reimbursement will be at the Base Rate for actual hours worked on the incident. Agencies can be reimbursed at a rate that is higher than the Base Rate, and/or for more than actual hours worked (up to 24 hours per day), as follows:
- A-8.2** Any agency seeking reimbursement for personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, governing body resolution, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, governing body resolution, or equivalent shall indicate how personnel will be compensated.
- A-8.3** Any agency seeking reimbursement for its supplemental personnel will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that supplemental personnel will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. Reimbursement shall be in accordance with Clause A-16.
- A-9** The above required documentation for rates and hours shall be based on actual costs to the responding agency, and not contingent upon reimbursement from the State of California or Federal Fire Agencies at a rate that exceeds what the agency will pay its personnel.

Reimbursements will be based on the salary survey and any applicable MOU/MOA, governing body resolution, or equivalent that is on file at the time of the initial dispatch.

Any MOU/MOA, governing body resolution, or equivalent is subject to review by the Committee. Local government will be formally notified of the determination.

Page A-4

Clause A-11

Reimbursement for fractional hours:

In the previous agreement, reimbursement for fractional hours was taken to the next whole hour. Reimbursement for fractional hours will now be taken to the next quarter hour.

Exhibit A – Formula for Personnel Reimbursement Using Base Rates

Page A-4

Clause A-13

The Committee has established a standard Base Rate reimbursement formula for local agency personnel who do not wish to seek reimbursement higher than the Base Rate set by the Committee. Both formulas for portal to portal and actual hours are provided dependent on your agency policy:

California Fire and Rescue Mutual Aid System Agencies will be reimbursed at the established Engine Company Base Rate for personnel responding on emergency apparatus or as overhead personnel at or below the Strike Team/Task Force Leader Trainee level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.

Clause A-14

California Fire and Rescue Mutual Aid System Agencies that have not submitted a Salary Survey for rates above the established Base Rates will be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(B \times H^1) + (B \times H^1 \times W) + (B \times H^1 \times U)] = \text{Total Personnel Reimbursement}$$

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(B \times H^2) + (B \times H^2 \times W) + (B \times H^2 \times U)] = \text{Total Reimbursement}$$

B= Base Rate
H¹ = All Hours (portal to portal)
H²= Actual Hours Worked
W= Workers' Compensation Percentage Rate
U= State Unemployment Percentage Rate

The Established Base Rate (B) is based on the average of the CAL FIRE Fire Captain or Fire Apparatus Engineer Base Rates and the USDA Forest Service emergency hire rates for these positions applied to a 168 hour week, with 40 hours at straight-time and 128 hours at overtime. The total amount is then divided by 168 hours resulting in a blended rate.

Exhibit A – Formula for Suppression Personnel Reimbursement Using Average Actual Rates

Page A-5

Clause A-15

The Committee has established reimbursement formulas for agency personnel who seek reimbursement at a rate higher than the Base Rate. Both formulas for portal to portal and actual hours are provided, dependent on your agency policy:

The California Fire and Rescue Mutual Aid System Agencies may submit Average Actual Rates to Cal OES Fire and Rescue Division for any personnel dispatched to an incident. The personnel who are dispatched to an incident will first be classified and reimbursed as described in Clauses A-15.1 through A-15.3. The submission of Average Actual Rates shall be on file with Cal OES Fire and Rescue Division prior to the time of personnel dispatch.

Page A-6

Clause A-15.1

California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division at or below the Battalion Chief level shall be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$$

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)] = \text{Total Reimbursement}$$

A= Average Actual Rate
H¹ = All Hours (portal to portal)
H²= Actual Hours Worked
W= Workers' Compensation Percentage Rate
U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (A) is the average hourly rate of all personnel in the specific rank (e.g.: Captain, Engineer, Firefighter) within each individual jurisdiction.

Exhibit A – Formula for Suppression Personnel Reimbursement Using Average Actual Rates

Page A-6

Clause A-15.2

California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division above the Battalion Chief level shall be reimbursed using the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1) + (A \times H^1 \times W) + (A \times H^1 \times U)] = \text{Total Reimbursement}$$

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$$[(A \times H^2) + (A \times H^2 \times W) + (A \times H^2 \times U)] = \text{Total Reimbursement}$$

A = Actual Average Rate
H¹ = All Hours (portal to portal)
H² = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

Page A-7

Clause A-15.3

If personnel above the Battalion Chief level have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid above straight time, the reimbursement will be calculated using one of the following formulas. The MOU/MOA, governing body resolution, or equivalent is subject to the provisions in Clause A-9, and must not be contingent on this agreement or executed on the sole basis that there is reimbursement from Cal OES, CAL FIRE, or the Federal Fire Agencies.

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) and MOU/MOA, governing body resolution, or equivalent for above straight-time is:
 $[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) and with an MOU/MOA, governing body resolution, or equivalent for above straight-time is:
 $[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)] = \text{Total Reimbursement}$

A = Actual Average Rate
H¹ = All Hours (portal to portal)
H² = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

Exhibit A - Formula for Non-Suppression (formerly referred to as "Civilians") Personnel Reimbursement Using Average Actual Rates

Page A7-A8 **Clause A-15.4**

In the previous agreement, personnel referred to as "Civilians" that were compensated for actual hours worked, had to provide two rates. Those two rates consisted of an overtime rate for overtime hours worked, and a straight time rate for straight time hours worked. The Committee has changed the two rate practice and requirement, and has provided the same formulas and methods in which suppression personnel are to be compensated for portal to portal or actual hours worked, dependent on your agency policy:

California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division for Non-Suppression Personnel shall be reimbursed for actual hours worked using the following formula:

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:
 $[(A \times 1.5 \times H^2) + (A \times 1.5 \times H^2 \times W) + (A \times 1.5 \times H^2 \times U)] = \text{Total Reimbursement}$

A = Average Actual Rate
H² = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

The Average Actual Rate (A) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Heavy Equipment Mechanic, and Inspector) within each individual fire agency.

Non-Suppression Personnel, who have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid portal to portal according to Clause A-8.2, will be reimbursed in accordance with the following Formula for Personnel Using Average Actual Rates:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:

$$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)] = \text{Total Reimbursement}$$

A= Average Actual Rate

H¹ = All Hours (portal to portal)

W= Workers' Compensation Percentage Rate

U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (A) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Mechanic, and Inspector) within each individual jurisdiction.

The 1.5 multiplier in the formula represents an hourly rate, which includes benefits for straight time, and an overtime rate for overtime hours.

Exhibit A - Supplemental Fire Department Resource Reimbursement Using NWCG#004-2009

Page A8-A9

Clause A-16

In the previous agreement, personnel referred to as "civilians" that were overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone are now defined as "Supplemental Personnel". Supplemental Personnel are not a permanent part of the local fire organization and are not required to attend scheduled trainings, meetings, etc., of the department staff; therefore, The Committee provided a reimbursement process separate from Suppression and Non Suppression Personnel:

California Fire and Rescue Mutual Aid System Agencies seeking reimbursement for Supplemental Fire Department Resources will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that Supplemental Fire Department Resources will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. California Fire and Rescue Mutual Aid System Agencies that roster or sponsor Supplemental Fire Department

Resources shall be reimbursed at the rate of the position being filled on the incident.

California Fire and Rescue Mutual Aid System Agencies shall identify their Supplemental Fire Department Resources separately on the Supplemental Fire Department Resource section of the Cal OES Salary Survey and not include them under the Suppression responder categories. They are not a permanent part of the local fire organization. They are mobilized primarily for response to incidents/wildland fires outside of the fire agency's jurisdiction.

Supplemental Fire Department Resources shall be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire department's jurisdiction. Rates can be found on the Office of Personnel Management website, <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2014/general-schedule/>. Reimbursement costs shall not include portal to portal pay or the employee portion of benefits. Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resource. Approved travel costs will be in accordance with Clause A-35.

Exhibit A – Requesting Reimbursement

Page A-13

Clause A-37

The Committee has developed a NEW Emergency Activity Record (F-42):

In the current agreement, this clause reads you will complete and prepare either an OES Form F-42 or F-78, and will be the basis for your reimbursement. However, all personnel will use the newly created Emergency Activity Record (F-42). We have combined the need to capture all hours worked (portal to portal) and actual hours worked onto one 8 ½ x 14 form. The F-78 Shift – Civilian Personnel Emergency Activity Record will be discontinued once the NEW form is released to the fire service.

Exhibit G – Reimbursement Policy and Procedures for Outside the State of California Assignments

Page G-1

In the previous agreement, travel cost for lodging and per diem for local agency personnel were reimbursed at the rates and methods established by the U.S. General Services Administration (GSA).

In the current agreement, reimbursement of personnel, emergency apparatus, and support equipment will be consistent with Exhibit A Reimbursement Policy and Procedures, with the following exceptions:

1. Travel costs for lodging and per diem for personnel shall be reimbursed at the rates and methods established within Exhibit H, limited to the California State Standard Per Diem Rates in effect at the time of the response. Lodging expense will follow the "all counties/cities located in California" up to \$90.00 per night, plus tax. Exceptions will be handled case by case with formal documented and written approval.

Exhibit H – In State Travel And Incident Related Expenses

Page H-1 **The previous agreement did not outline a process for approval and reimbursement for rental vehicles. The Committee added language in the current agreement for rental vehicle reimbursement for further clarification and understanding as noted:**

Rental vehicles authorized on the resource order do not need additional incident approval. The cost of the rental vehicle, if incurred by the local agency, and the fuel purchased to operate the rental vehicle must be submitted on the In State Travel and Incident Related Expense Log with receipts taped or photo copied. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident.

This year the Committee has provided two new additional forms pertaining to the Annual Salary Survey. These forms are designed to capture and create uniformity for Non-Suppression Personnel and Supplemental Personnel. If you fall under one, both or all three categories within your agency, please utilize the salary survey forms consistent with the definitions and instructions for Suppression, Non-Suppression and Supplemental Personnel.

I have provided the links for viewing and downloading of the January 1, 2015 CFAA, 2015 Rate Letter and Sample Resolutions.

2015 CFAA
<http://goo.gl/uLcmzC>

2015 Rate Letter
<http://goo.gl/RicnnX>

Sample Resolution(s)
<http://goo.gl/B4XLXQ>
<http://goo.gl/VoHbp4>

As we move forward with the new agreement and changes within, we understand the importance and the need for training to implement these changes. In the next couple of months, we are set to conduct multiple training/workshops within every one of the six California Fire and Rescue Mutual Aid Regions. Notifications from Cal OES Fire and Rescue Division on dates and venues will follow within the next several weeks.

If you have additional questions, or need clarification on the above information, please contact Lori Lopez at lori.lopez@caloes.ca.gov, or by phone at 916-845-8722.

Thank you always for your continued support of the California Fire Assistance Agreement, and the California Fire Service and Rescue Emergency Mutual Aid System.

Sincerely

original on file

Kim Zagaris
State Fire and Rescue Chief



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: May 12, 2015

RE: Approval of Subordination Request Relating to Proposed Refunding Bond Issue for Mid-County Redevelopment Project Area of the Successor Agency to the Redevelopment Agency for the County of Riverside

RECOMMENDED ACTION:

The City Council approve Resolution No. 15-016 and authorize the Interim City Manager to sign the acknowledgement form approving the subordination request relating to the proposed refunding bond issue for the Mid-County Redevelopment Project Area of the Successor Agency to the Redevelopment Agency for the County of Riverside (County Successor Agency).

BACKGROUND:

On April 3, 2015, the County of Riverside Executive Office (County) notified the City of Hemet of its intent to refund bonds issued by its former redevelopment agency, as allowed by AB 1484, in order to provide debt service savings. The bond issue is planned for early fiscal year 2015-16 and will lower the total debt service payments without increasing the term of the bonds.

The County Successor Agency expects to secure this refunding bond issue with tax increment revenues from the Agency's Mid-County Redevelopment Project Area (Project Area). The County Successor Agency requests that the City of Hemet subordinate statutory pass-through payments within the Project Area to the debt service bonds.

ANALYSIS:

The refunding of bonds will reduce net interest expense, benefitting the taxing entities, including the City, which will receive a greater amount of property tax revenue. The subordination request from the County includes a tax increment revenue projection summary which shows that the County Successor Agency can reasonably expect to have sufficient funds available to pay both the debt service on the refunding bonds and all statutory pass-through payments.

In accordance with Section 33607.5(e)(3) and Section 34177.5(c)(3) of the California Health and Safety Code, if the taxing entity does not respond to the requested subordination within forty-five (45) days, the subordination will be automatically deemed approved. In order for the City to disapprove the subordination, it must find, based on substantial evidence, that the County Successor Agency will not be able to pay the debt service on the bonds and the statutory pass-through payments, as required. The City has not found such evidence and the projected pass-through coverage analysis supports the County Successor Agency's claim that there is adequate tax increment to pay debt service and statutory pass-through obligations.

FISCAL IMPACT:

There are no costs to the City General Fund.

Respectfully submitted by:

Approved by:



Jessica A. Hurst
Deputy City Manager/Administrative Services



Gary Thornhill
Interim City Manager

Attachments: Resolution No. 15-016
Mid-County Project Area Projected Subordinated Pass-through Coverage



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 15-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET APPROVING THE SUBORDINATION OF
CERTAIN RIGHTS TO "PASS-THROUGH" TAX
REVENUES FROM THE COUNTY OF RIVERSIDE "MID-
COUNTY REDEVELOPMENT PROJECT AREA" FOR THE
PURPOSE OF ALLOWING THE COUNTY TO ISSUE
REFUNDING BONDS AND INCREASE THE DEBT
SERVICE ON CURRENT BONDED INDEBTEDNESS

WHEREAS, the Redevelopment Agency for the County of Riverside (the "Former Agency") has, pursuant to the California Community Redevelopment Law (Health and Safety Code §33000 et seq) (the "Redevelopment Law"), formed a redevelopment project known as the Mid-County Redevelopment Project (the "Project"); and

WHEREAS, the City of Hemet ("City") has jurisdictional authority over a portion of the Project located in the northern part of the City and therefore receives certain property tax payments as set forth in California Health & Safety Code sections 33607.5 and 34183 ("Pass-Through Payments"); and

WHEREAS, the Redevelopment Agency issued certain tax allocation bonds for the purpose of financing the acquisition and construction of public improvements and redevelopment activities of benefit to the citizens of the City and the County of Riverside (the "Existing Bonds"); and

WHEREAS, by implementation of California Assembly Bill X1 26 (as amended and collectively with Assembly Bill 1484, the "Dissolution Act"), which amended provisions of the Redevelopment Law and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, the Former Agency was dissolved on February 1, 2012, and on February 1, 2012, the Successor Agency, in accordance with and pursuant to the Dissolution Act, assumed the duties and obligations of the Former Agency, including, without limitation, the obligations of the Former Agency with respect to the Existing Bonds and related documents to which the Former Agency was a party; and

WHEREAS, Section 34177.5(a)(1) of the Dissolution Act authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5; and

1
2 **WHEREAS**, the Successor Agency has determined that it will achieve debt service
3 savings within such parameters by the issuance pursuant to the Redevelopment Law,
4 the Dissolution Act and the Refunding Law of its Successor Agency to the
5 Redevelopment Agency for the County of Riverside refunding bonds (the "Refunding
6 Bonds") in order to refund the outstanding Existing Bonds; and
7

8 **WHEREAS**, the Successor Agency has notified the City of the need again to
9 subordinate the obligation of the Successor Agency to pay the Pass-Through Payments
10 to the City in order to permit the issuance of and to enhance the credit quality of the
11 Refunding Bonds and has requested that the City consider such subordination, it being
12 understood that the issuance of the Refunding Bonds will provide funds to refund the
13 Existing Bonds and will result in debt service savings that will accrue to the benefit of
14 the County and other taxing entities; and
15

16 **WHEREAS**, the City Council with the aid of its staff has reviewed the Refunding Bonds
17 and the projected increase in Pass-Through Payments and the overall benefit to the
18 City of the Refunding Bonds, and so desires to aid in the issuance of the Refunding
19 Bonds;
20

21 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hemet, as
22 follows:
23

24 1. Approval of Subordination. The City Council hereby approves the subordination
25 of the City's right to Pass-Through Payments to the payment of debt service on the
26 Refunding Bonds. The Interim City Manager of the City of Hemet ("Authorized Officer"),
27 is hereby authorized and directed to execute the Acknowledgement drafted by the
28 Successor Agency and attached hereto as Attachment "A." The City Council further
29 authorizes the delivery of the Attachment to the Successor Agency and performance of
30 any obligations necessary to effectuate the purpose of the Acknowledgement.
31

32 2. Effective Date. This Resolution shall take effect immediately upon its adoption.
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PASSED, APPROVED, AND ADOPTED this 12th day of May, 2015.

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Linda Krupa, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

Attachment "A" – Acknowledgment

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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 12th day of May, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

ACKNOWLEDGEMENT

(Successor Agency to the Redevelopment Agency for the County of Riverside Mid-County Redevelopment Project Area)

In response to the request by Successor Agency to the Redevelopment Agency of the County of Riverside (the "Agency") set forth in a letter dated April 3, 2015 (the "Subordination Request"), to approve the Agency's subordination of Statutory Pass-through Payments, the City of Hemet (the "Taxing Entity") hereby confirms its approval of the subordination of the Agency's obligation to pay Statutory Pass-through Payments to the Taxing Entity in connection with the Mid-County Redevelopment Project Area to the Agency's payment obligations for the Bonds.

The governing board of the Taxing Entity has taken formal action on _____ 2015, to acknowledge and approve this subordination. A copy of the related [resolution / minute order] is enclosed.

All capitalized terms used but not defined in this Acknowledgement have the meaning ascribed to them in the Subordination Request.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement to be signed by its authorized representative on this __day of _____, 2015.

CITY OF HEMET

By: _____

Name: _____

Title: _____

MidCounty Project Area
Projected Subordinated Passthrough Coverage

Fiscal Year	Gross Tax Increment	Senior PassThrough Payments	County Administration Fees	Debt Service	Net Tax Increment	Subordinated Passthrough Payments	Passthrough Coverage
2014/15	\$ 11,060,466	\$ 1,528,688	\$ 165,907	\$ 3,752,572	\$ 5,613,300	\$ 1,575,433	3.56
2015/16	11,383,525	1,558,835	170,753	3,756,803	5,897,134	1,627,009	3.62
2016/17	11,713,045	1,589,586	175,696	3,763,221	6,184,543	1,679,616	3.68
2017/18	12,049,156	1,620,951	180,737	3,768,433	6,479,035	1,733,436	3.74
2018/19	12,391,989	1,652,944	185,880	3,779,274	6,773,892	1,788,342	3.79
2019/20	12,741,679	1,685,576	191,125	3,781,608	7,083,369	1,878,929	3.77
2020/21	13,098,362	1,718,861	196,475	3,785,843	7,397,182	1,971,326	3.75
2021/22	13,462,179	1,752,812	201,933	3,790,779	7,716,656	2,065,572	3.74
2022/23	13,833,273	1,787,442	207,499	3,795,816	8,042,516	2,161,703	3.72
2023/24	14,211,788	1,822,765	213,177	3,801,854	8,373,993	2,259,757	3.71
2024/25	14,597,874	1,858,794	218,968	3,806,038	8,714,074	2,359,771	3.69
2025/26	14,991,681	1,895,543	224,875	3,811,753	9,059,510	2,461,786	3.68
2026/27	15,393,365	1,933,028	230,900	3,817,657	9,411,779	2,567,392	3.67
2027/28	15,803,082	1,971,262	237,046	3,798,968	9,795,806	2,679,566	3.66
2028/29	16,220,993	2,010,261	243,315	3,804,850	10,162,567	2,793,984	3.64
2029/30	16,647,263	2,050,040	249,709	3,807,348	10,540,166	2,914,879	3.62
2030/31	17,082,058	2,090,614	256,231	3,810,764	10,924,448	3,038,192	3.60
2031/32	17,525,549	2,132,000	262,883	3,818,880	11,311,786	3,163,971	3.58
2032/33	17,977,910	2,174,214	269,669	3,821,574	11,712,453	3,292,266	3.56
2033/34	18,439,318	2,217,272	276,590	3,821,903	12,123,553	3,423,126	3.54
2034/35	18,909,954	2,261,191	283,649	3,828,305	12,536,809	3,556,604	3.52
2035/36	19,245,886	2,262,897	288,688	3,819,493	12,874,808	3,679,434	3.50
2036/37	14,589,553	769,909	218,843	3,444,460	10,156,340	3,342,795	3.04
2037/38	12,350,997	2,804	185,265	2,082,500	10,080,428	3,336,909	3.02
2038/39	12,689,538	-	190,343	2,080,041	10,419,154	3,467,951	3.00
2039/40	13,046,350	-	195,695	2,040,016	10,810,639	3,636,651	2.97
2040/41	13,410,299	-	201,154	724,622	12,484,523	3,808,726	3.28
2041/42	13,781,526	-	206,723	726,320	12,848,483	3,984,243	3.22
2042/43	14,160,178	-	212,403	-	13,947,776	4,163,269	3.35
2043/44	14,546,404	-	218,196	-	14,328,208	4,345,877	3.30
2044/45	14,940,353	-	224,105	-	14,716,248	4,532,136	3.25
2045/46	13,275,780	-	199,137	-	13,076,643	4,092,289	3.20

Tax increment revenue is projected at a 2% annual growth rate.

Debt service includes the project area's proportional share of housing debt service.

Source: Urban Analytics



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager ST
Kris Jensen, Public Works Director _{KJ}

DATE: May 12, 2015

RE: Award of Multiple Bids for Roofing Repair Work at Various City Facilities

RECOMMENDED ACTION:

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

1. Award of Bid in the amount of \$ 15,920 to Tecta America So. Cal, Inc. of Santa Ana, California to perform reroof work at 4110 W. Devonshire Ave., Hemet (Fire Station No. 3); and
2. Award of Bid in the amount of \$ 139,714 to Huffman Roof of Riverside, California for the replacement/repair of the roofs at 315, 319 and 395 E. Latham Ave (Former Literacy Buildings); and
3. Award of Bid in the amount of \$ 67,375 to Rite Way Roof Corp of Fontana, California for the replacement/repair of the roof at 401 N Juanita Street (L.P. Denney/PAL); and
4. Authorize the Interim City Manager to execute separate Public Works Contracts for each of the bid award amounts, respectively.

BACKGROUND:

The City of Hemet owns and maintains over 50 municipal buildings. Proper maintenance of the roof structures on the buildings is critical to preserving the buildings as a whole. As part of Facility Maintenance's ongoing preventative maintenance effort, staff has identified, and budgeted for, the repair of five buildings requiring the most urgent repair and reroof work. Those buildings include:

- 4110 W. Devonshire Ave (Fire Station No. 3)
- 315 / 319 / 395 E. Latham Ave (Literacy/PACT/Fire Training)
- 401 N. Juanita Street (L.P. Denney Building - formerly housed Police Activity League)

In the case of the first four locations listed, replacement and/or repairs are required as the roofing material has exceeded it's useful life. At 401 N. Juanita Street, heavy winds have destroyed sections of the foam roof, as well as areas of the tile roof, creating major leaks during storm events.

Over the last four years, staff has spent an extensive amount of time responding to leak reports and have made minor repairs as needed. At this point, replacement and major repairs are necessary to restore the facilities. This project will provide necessary replacement/repairs to roofing surfaces at all five municipal facility locations.

COORDINATION & REVIEW:

After preparing project specifications and bid documents, Public Works staff worked closely with the Procurement Administrator for bid solicitation, coordination, and issuance of addendums to interested bidders.

A Notice Inviting Bids was circulated for public bidding purposes by publishing an advertisement in the Press Enterprise in February 2015. On March 3, 2015, the Purchasing offices held a bid opening, at which the City received six (5) sealed bids. The abstract summaries of these bids are attached to this report as "Exhibit A".

In an effort to make the most and best use of the funding for the projects, staff solicited bid pricing for each of three locations as separate jobs. The table below reflects the lowest cost, responsive, responsible bidder for each of the locations. Staff is recommending award of bid to the lowest cost, responsive, responsible bidder for each site, as reflected below.

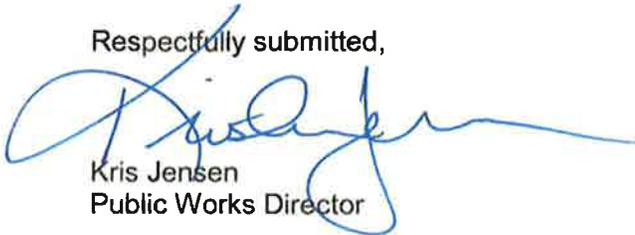
LOCATION	BIDDER	BID REPOSE PRICING
4110 W. Devonshire Ave	Tecta America of Santa Ana	\$ 15,920
315/319/395 E. Latham Ave	Huffman Roof of Riverside	\$ 139,714
401 N. Juanita Ave	Rite-Way Roof of Fontana	\$ 67,375

Awarding the jobs separately results in saving of approximately \$26,000, compared to awarding to a single bidder for all three.

FISCAL IMPACT:

No additional General Fund impact. Funding for these repair efforts were previously approved through FY13/14 (\$126,264) and FY14/15 (\$135,000) Operating Budgets for a total amount of \$261,264. Bids for completion of this project total \$223,009, resulting in project savings of \$38,252.

Respectfully submitted,


Kris Jensen
Public Works Director


Jessica A. Hurst
Deputy City Manager/Admin. Services

Attachment(s): Exhibit A – Bid Summaries



CITY OF HEMET

Purchasing Department

BID SUMMARY

(A)

Title	Roof Replacements and Repair, Multiple Locations	Project No	
Date	3/3/2015	Completed By: Vao Helsham	Time 2:00 P.M.

EXHIBIT "A"

Vendor	City	A Fire Station No. 3 4110 Devonshire, Hemet		
1. Tecta America	Santa Ana	15,920.00		
2. Best Contracting	Gardena	17,850.00		
3. Rite Way Roof	Fontana	18,253.00		
4. Huffman Roof	Riverside	20,192.00		
5. CIS	Mission Viejo	40,000.00		

The bid results provided are for recording purposes only. Until award is made, the low bid is subject to verification of information and determination that the low bidder is responsive and responsible.



CITY OF HEMET

Purchasing Department

BID SUMMARY

(B)

Title	Roof Replacements and Repair, Multiple Locations	Project No	
Date	3/3/2015	Completed By: Vao Helsham	Time 2:00 P.M.

Vendor	City	B Literacy Buildings 315, 319, 395 Latham, Hemet		
1. Huffman Roof	Riverside	139,714.00		
2. Tecta America	Santa Ana	143,500.00		
3. Rite Way Roof	Fontana	168,677.00		
4. CIS	Mission Viejo	171,539.00		
5. Best Contracting	Gardena	177,600.00		

2

The bid results provided are for recording purposes only. Until award is made, the low bid is subject to verification of information and determination that the low bidder is responsive and responsible.



CITY OF HEMET

Purchasing Department

BID SUMMARY

(C)

Title	Roof Replacements and Repair, Multiple Locations	Project No	
Date	3/3/2015	Completed By: Vao Helsham	Time 2:00 P.M.

Vendor	City	C PAL Building 401 Juanita, Hemet		
1. Rite Way Roof	Fontana	67,375.00		
2. Best Contracting	Gardena	74,250.00		
3. Huffman Roof	Riverside	89,163.00		
4. Tecta America	Santa Ana	99,850.00		
5. CIS	Mission Viejo	113,816.00		

The bid results provided are for recording purposes only. Until award is made, the low bid is subject to verification of information and determination that the low bidder is responsive and responsible.

M.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Habib Motlagh, Interim Director of Engineering/City Engineer;

DATE: May 12, 2015

RE: Award of Bid for Gilbert Street – ADA Ramps Project
City Project No. 5591

RECOMMENDED ACTION:

That the City Council award the contract to the lowest, responsive bidder, Carvajal Trucking & Tractor, Inc. for the "Gilbert Street – ADA Ramps Project, CIP 5591" in the amount of \$ 138,828, and reject all other bids;

1. Authorize the Interim City Manager to enter into a Public Works Contract for the improvements;
2. Authorize the Deputy City Manager to record a supplemental appropriation in the amount of \$15,828 for the unbudgeted portion of the project;
3. Establish budget in the amount of \$ 66,500 in Fund No. 223-5591-5500 for the SB 821 cost of construction, budget in the amount of \$56,500 in Fund No. 240-3993-5500 being the FY 14-15 CDBG allocation for the cost of construction and the amount of \$10,000 in Fund No. 240-3993- various accounts, being the CDBG FY 14-15 allocation for staff time and construction engineering has been established by City Council approval of the FY 14-15 CDBG. In addition, establish budget in the amount of \$15,828 in Fund No. 329-5591-5500 for the remainder of construction costs;

BACKGROUND:

The City Engineering Department proposed and was awarded a \$66,500 SB 821 Grant from RCTC for the Gilbert Street ADA Ramps in May of 2014. As a condition of the SB 821 Grant, the City must furnish matching funds of 50% of the construction costs and will utilize its' allocation of CDBG funds for FY 14/15 in the amount of \$66,500. The 329 Street DIF has been used to cover the City's costs in excess of the two grant awards. The project was approved in the CIP under project 5588, however due to constraints by the CDBG program CIP 5591 was created to break down the project into two phases and meet the CDBG requirements.

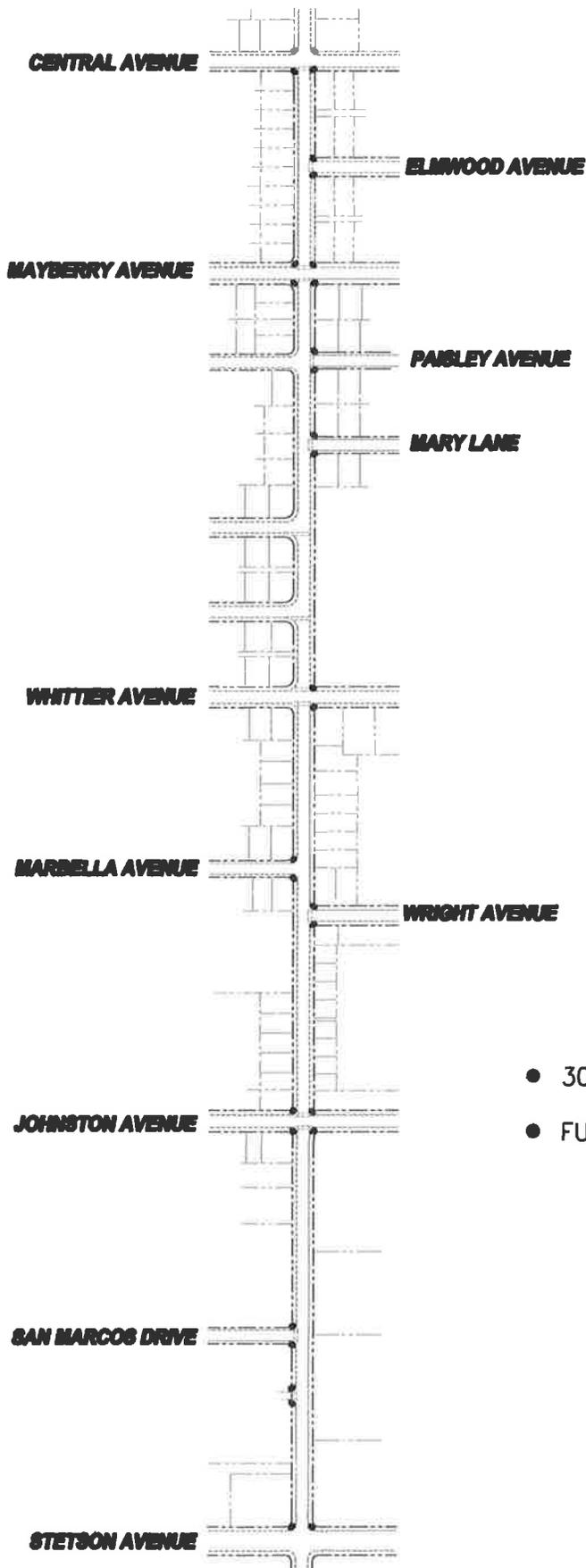
TABLE OF FUNDING SOURCES AND AMOUNTS

GILBERT STREET ADA COMPLIANT ACCESS RAMPS

SOURCE OF FUNDS	AMOUNT OF FUNDS	DESCRIPTION OF WORK PERFORMED
SB 821 Grant Award	\$66,500	CONSTRUCTION OF ADA ACCESS RAMPS
CDBG Grant Award for MATCHING FUNDS	\$56,500	CONSTRUCTION OF ADA ACCESS RAMPS
CDBG Grant Award for MATCHING FUNDS	\$10,000	STAFF, ADMINISTRATION, PROJECT MANAGEMENT, CONSTRUCTION ENGINEERING, INSPECTION
STREET DIF	\$15,828	CONSTRUCTION OF ADA ACCESS RAMPS
TOTAL AMOUNT	\$148,828	

Exhibit 'A'

Gilbert Street - ADA Ramps Project CIP No. 5591



NO SCALE

Scope of Work

- 30 EA. ~ NEW ADA ACCESS RAMPS
- FUNDED BY SB 821 GRANT AND C.B.D.G.



City of Hemet
ENGINEERING DIVISION

510 E. FLORIDA AVENUE
HEMET, CA 92643
(951) 766-2300

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Gilbert Street - ADA Ramps Project

City Project - CIP #5591

EXHIBIT "B"

Sheet 1 of 2

Bid Opening Date: April 21, 2015

Time: 2:00 P.M.

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	Carvajal Trucking & Tractor, Inc.		Victor Concrete		Vido Samarzich Inc.	
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization/demobilization	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
2. R/D Exist. Conc. Ramp	S.F.	14,400	\$ 1.60	\$ 23,040.00	\$ 1.50	\$ 21,600.00	\$ 3.25	\$ 46,800.00
3. Construct Conc. Ramp	EA.	30	\$ 2,790.00	\$ 83,700.00	\$ 3,200.00	\$ 96,000.00	\$ 2,600.00	\$ 78,000.00
4. A.C. Slot-Patch	S.F.	725	\$ 5.50	\$ 3,987.50	\$ 4.00	\$ 2,900.00	\$ 6.50	\$ 4,712.50
5. Conc. Slot-Patch	S.F.	1,900	\$ 5.00	\$ 9,500.00	\$ 5.00	\$ 9,500.00	\$ 7.00	\$ 13,300.00
6. R/R Ex. Street Name Sign	EA.	18	\$ 450.00	\$ 8,100.00	\$ 300.00	\$ 5,400.00	\$ 150.00	\$ 2,700.00
7. Adjust Ex. Manhole	EA.	1	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
8. Traffic Control	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
9. NPDES/SWPPP	L.S.	1	\$ 1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00
TOTAL BID AMOUNT				\$ 138,827.50		\$ 145,200.00		\$ 158,112.50

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	EBS General Engineering Inc.		Black Rock Construction		ND Construction Co., Inc.	
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization/demobilization	L.S.	1	\$ 8,500.00	\$ 8,500.00	\$ 9,950.00	\$ 9,950.00	\$ 9,267.00	\$ 9,267.00
2. R/D Exist. Conc. Ramp	S.F.	14,400	\$ 2.50	\$ 36,000.00	\$ 2.25	\$ 32,400.00	\$ 3.40	\$ 48,960.00
3. Construct Conc. Ramp	EA.	30	\$ 2,400.00	\$ 72,000.00	\$ 2,750.00	\$ 82,500.00	\$ 2,843.00	\$ 85,290.00
4. A.C. Slot-Patch	S.F.	725	\$ 10.00	\$ 7,250.00	\$ 6.00	\$ 4,350.00	\$ 14.00	\$ 10,150.00
5. Conc. Slot-Patch	S.F.	1,900	\$ 9.00	\$ 17,100.00	\$ 14.00	\$ 26,600.00	\$ 11.00	\$ 20,900.00
6. R/R Ex. Street Name Sign	EA.	18	\$ 350.00	\$ 6,300.00	\$ 150.00	\$ 2,700.00	\$ 171.00	\$ 3,078.00
7. Adjust Ex. Manhole	EA.	1	\$ 4,200.00	\$ 4,200.00	\$ 500.00	\$ 500.00	\$ 796.00	\$ 796.00
8. Traffic Control	L.S.	1	\$ 4,200.00	\$ 4,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,843.00	\$ 2,843.00
9. NPDES/SWPPP	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,412.00	\$ 3,412.00
TOTAL BID AMOUNT				\$ 158,550.00		\$ 164,000.00		\$ 184,696.00

City of Hemet Public Works Department
 510 E. Florida Avenue, Hemet, CA 92543
 Project Name: Gilbert Street - ADA Ramps Project
 City Project - CIP #5591

EXHIBIT "B"
 Sheet 2 of 2

Bid Opening Date: April 21, 2015
 Time: 2:00 P.M.

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>R-JS</u>		<u>Atom Engineering</u>		<u>IVL Contractors, Inc.</u>	
			<u>General Construction</u>		<u>Construction, Inc.</u>			
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization/demobilization	L.S.	1	\$ 12,500.00	\$ 12,500.00	\$ 19,000.00	\$ 19,000.00	\$ 7,000.00	\$ 7,000.00
2. R/D Exist. Conc. Ramp	S.F.	14,400	\$ 2.65	\$ 38,160.00	\$ 3.00	\$ 43,200.00	\$ 6.30	\$ 90,720.00
3. Construct Conc. Ramp	EA.	30	\$ 3,500.00	\$ 105,000.00	\$ 2,900.00	\$ 87,000.00	\$ 3,000.00	\$ 90,000.00
4. A.C. Slot-Patch	S.F.	725	\$ 10.00	\$ 7,250.00	\$ 14.00	\$ 10,150.00	\$ 14.40	\$ 10,440.00
5. Conc. Slot-Patch	S.F.	1,900	\$ 6.50	\$ 12,350.00	\$ 9.00	\$ 17,100.00	\$ 19.20	\$ 36,480.00
6. R/R Ex. Street Name Sign	EA.	18	\$ 275.00	\$ 4,950.00	\$ 750.00	\$ 13,500.00	\$ 120.00	\$ 2,160.00
7. Adjust Ex. Manhole	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 300.00	\$ 300.00
8. Traffic Control	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 9,612.00	\$ 9,612.00	\$ 9,000.00	\$ 9,000.00
9. NPDES/SWPPP	L.S.	1	\$ 6,500.00	\$ 6,500.00	\$ 7,700.00	\$ 7,700.00	\$ 4,800.00	\$ 4,800.00
TOTAL BID AMOUNT				\$ 195,210.00		\$ 208,962.00		\$ 250,900.00



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *[Signature]*
Kris Jensen, Public Works Director *[Signature]*

DATE: May 12, 2015

RE: Approval of Facility Acquisition Agreement with Eastern Municipal Water District (EMWD) for the Purchase and Transfer of Hemet Booster Facility

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Approve the Facility Acquisition/Interagency Agreement with Eastern Municipal Water District (EMWD) for the purchase and transfer of water booster equipment to the City; and
- Authorize the Interim City Manager to execute the Facility Acquisition Agreement and Bill of Sale Documents; and
- Authorize the Deputy City Manager to prepare a payment in the amount of \$1.00 to Eastern Municipal Water District for the purchase of the booster facility.

BACKGROUND:

The City of Hemet Water Department owns and operates water production and distribution infrastructure that provides potable drinking water to the customers throughout its service area. Water provided to customers is done so via ground production. The City also has interagency connections with Eastern Municipal Water District's (EMWD) and Lake Hemet Municipal Water District's (LHMWD) infrastructure that serve as access points for the City to receive emergency water deliveries, should the need arise.

The City of Hemet currently has two connections with EMWD. One is located at the 1101 Bottletree Way, Hemet (former Well 7 location), in the Seven Hills Community. This connection is owned and maintained by the City of Hemet. The second connection, known as the City of Hemet Booster (Hemet Booster), is located at 2190 S. Hewitt Avenue, San Jacinto, on the Hemet/San Jacinto city borders. Currently, the Hemet Booster facility is owned and maintained by EMWD.

In early 2015, EMWD inquired as to whether or not the City would be interested in taking over ownership of the facility as it serves only to deliver water to the City of Hemet. Staff engaged in discussions with EMWD and performed onsite inspections of the facility. Staff further held internal discussions to review the benefits of ownership and ongoing maintenance costs associated with ownership. Staff ultimately concluded that transferring ownership from EMWD is in the best interest of the City.

On March 2, 2015, the EMWD Board of Directors approved sale of the Hemet Booster facility to the City of Hemet for the purchase price of \$1.00 (one dollar). Staff is requesting that City Council approve the purchase agreement and authorize execution of documents and payment necessary to transfer the facility to City ownership.

PROJECT DESCRIPTION:

The facility being considered for purchase and transfer is described fully in Exhibits A and B of the attached Facility Acquisition Agreement. Generally, the equipment consists of pipeline, pumping assets, and two equipment vaults located in public right of way. Approval of this purchase will not result in any additional equipment needs for the City, nor are there any known problems with the existing equipment by either agency. Through this transfer the City does accept electrical costs associated with EMWD supervisory control (SCADA) equipment that will remain onsite as the property of EMWD, This is due the pumping equipment and SCADA equipment being tied to the same electrical meter. Staff has reviewed electrical charges related to the SCADA equipment and found them to be minimal.

ANALYSIS:

The City's sole reliance on ground water production as its main source of potable water creates concern when uncontrollable challenges such as drought impact the natural recharge of the basin and impact water quality. Additionally, when planned maintenance or equipment failures decrease production capacity, supplemental water may be needed to meet daily demand. In recent years, both situations have occurred and it is through this connection that we have sustained supply to our residents.

Preserving interagency connections is an important safeguard in the event that imported water is needed; the more connections that exist, the better the access to receive needed water volume. Should the City decide not to move forward with the purchase and transfer of this facility there is no guarantee that the connection will be remain in place into the future. Because it's sole purpose is to provide water to the City, it does not necessarily provide an ongoing benefit to EMWD to continue to maintain.

Maintenance costs associated with the facility are minimal, and can be absorbed in the current operating budgets. Considering the important benefits this facility provides to the City, and the low maintenance costs associated with its ownership, staff is recommending that City Council approve the purchase and transfer of the booster facility from EMWD to the City.

COORDINATION & REVIEW:

Staff worked closely with EMWD staff and the City Attorney in development and review of the proposed Facility Acquisition Agreement and related exhibits. City Attorney Vail has approved all documents.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Protecting the continued availability of connections to other water sources is an imperative decision in ensuring that we are able to supply our residents with water in the event of an emergency. Additionally, this connection serves as one of only three currently in place as access points for receiving recharge water previously purchased through the Ground Water Management Plan.

FISCAL IMPACT:

No General Fund Impact. Purchase of this facility in the amount of \$1.00 will be paid from the Water Department Fund 571. Costs related to maintenance of the facility will be absorbed in existing Water Department operating budgets.

Respectfully submitted,



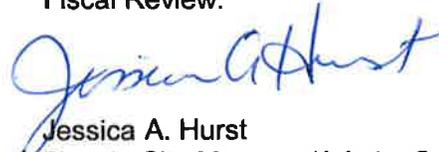
Kris Jensen
Public Works Director

Approved as to form:



Eric S. Vail.
City Attorney

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/Admin. Services

Attachment(s): 1.) Facility Acquisition Agreement
 2.) Bill of Sale

Attachment 1

FACILITY ACQUISITION AGREEMENT CITY OF HEMET BOOSTER INTERAGENCY AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2015, by and between **EASTERN MUNICIPAL WATER DISTRICT**, organized and operating pursuant to Division 20 of the California Water Code (hereinafter, "EMWD"), and the **CITY OF HEMET** (hereinafter, "CITY"), a California general law City. EMWD and City may be collectively referred to herein as "the Parties".

RECITALS

WHEREAS, EMWD owns and operates the City of Hemet Booster located at 2190 S. Hewitt Avenue, San Jacinto, California, as depicted on **EXHIBIT A**, attached hereto, and incorporated herein, and, together with associated appurtenances, is hereinafter referred to as the "Subject Facilities"; and

WHEREAS, the Subject Facilities are dedicated solely to supplying City's water system and EMWD has no plans to connect any additional customers, other than City, to such facilities; and

WHEREAS, the Parties desire to transfer ownership of the Subject Facilities from EMWD to City pursuant to the terms and conditions herein contained; and

WHEREAS, the purpose of this Interagency Agreement is to set forth the terms and conditions associated with transfer of ownership of the Subject Facilities from EMWD to City.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals:

The Recitals set forth above are incorporated into and are a part of this Interagency Agreement.

2. Facilities Acquired by City:

The Subject Facilities are located within the City of Hemet's portion of the Hewitt Street public right-of-way and consist of a reducer, elbow, and approximately forty-two feet of twelve inch cement-mortar lined and wrapped (CML&W) pipe extending from EMWD's six inch meter and check valve (the designated point of connection); and further includes the pumping assets, associated vaults and appurtenances, and those items generally described on **EXHIBIT B**, attached hereto and incorporated herein. The Subject Facilities include only the personal property and physical assets associated with the City of Hemet Booster, as

described herein, and shall in no way be construed to include ownership or transfer of any EMWD property(s) or assets not associated therewith. City hereby agrees and grants EMWD unrestricted, twenty-four hour access, to operate and maintain communications equipment located at the Subject Facilities for EMWD's own use and purpose. Such operation and maintenance shall be performed by EMWD at its sole cost and expense; except that EMWD and City agree that any electrical energy consumed in the operation of said equipment is of nominal use and cost and shall be paid by City, without charge to EMWD.

3. Purchase Price:

In consideration for the Subject Facilities described, herein, City agrees to pay EMWD a total of one-dollar (\$1.00). Both City and EMWD agree that said purchase price represents fair and reasonable consideration for City's acquisition and EMWD's sale of the Subject Facilities.

4. Bill of Sale:

Upon receipt of payment, EMWD will issue City a Bill of Sale for the Subject Facilities, a sample of which is attached hereto and incorporated herein as **EXHIBIT C**.

5. Warranties:

EMWD hereby agrees to sell the Subject Facilities to City as is and where is, with all faults, and without recourse against EMWD in consideration for the purchase price defined herein.

EMWD does not make any warranties to City, either expressed or implied, as to the condition of the Subject Facilities, except that EMWD does warrant that such is free of any liens or encumbrances. It is expressly understood and hereby acknowledged by City that they have inspected the Subject Facilities and accept same in as is condition. It is also understood that City assumes all responsibility for future operation of the Subject Facilities in accordance with applicable regulations or laws. EMWD shall, in no way, whatsoever, have any future obligation for operation, maintenance, or repair of the Subject Facilities upon conveyance to City, and shall in no way be responsible for any liabilities incurred by City, or for any damages or claims resulting from City's ownership and operation, thereof.

6. Utilities:

Upon transfer of the Subject Facilities, City shall be responsible to, immediately, notify the electric utility and to reassign invoicing and payment of electrical energy usage from EMWD to City. EMWD shall not be responsible for any subsequent costs of electricity, nor for any additional costs associated with a requirement for utility service upgrade or any future expansion.

7. Delivery of Water to Point of Connection:

EMWD, at its sole cost and expense, shall own, operate, and maintain a revenue type water meter suitable for billing purposes on EMWD's side of the designated point of connection.

8. Indemnification:

EMWD and CITY each hereby agree to indemnify, defend, save and hold harmless the other party and their respective officers, agents and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying Party, performed in connection with this Interagency Agreement.

9. Entire Agreement:

This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter.

10. Notices:

Any notice required by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or mailed in the United States mail addressed as follows:

EMWD: Eastern Municipal Water District
Attention: General Manager
Post Office Box 8300
Perris, CA 92572-8300

CITY: City of Hemet
Attention: City Manager
445 E. Florida Ave.
Hemet, Ca. 92543

11. Disputes:

In the event that any dispute between the Parties arises under this Interagency Agreement the Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed 60 calendar days from the date written notice of such dispute is delivered by any Party), the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management does not result in resolution of the dispute within 60 days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings hereunder.

12. Governing Law and Venue:

This Interagency Agreement and the rights of the parties under hereto shall be governed by and enforced in accordance with the laws of the State of California. Venue of any

action brought hereunder will be in Riverside County, California, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

13. Agreement Enforcement:

In the event any action is commenced by a Party to this Interagency Agreement against the other to enforce its rights or obligations thereunder, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

14. Partial Invalidity:

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

15. Preparation of this Interagency Agreement:

This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

16. Authority to Enter Agreement:

Each party warrants that the individuals who have signed this Interagency Agreement have the legal power, right, and authority to make this agreement and bind each respective party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF HEMET

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Gary Thornhill, Interim City Manager

By: _____
Paul D. Jones II, P.E., General Manager

Dated: _____

Dated: _____

EXHIBIT C

BILL OF SALE

EASTERN MUNICIPAL WATER DISTRICT (Seller), hereby conveys, and grants unto the CITY OF HEMET (Buyer), the following described assets, under such terms as are more specifically defined under an Interagency Agreement between Buyer and Seller dated _____, with all faults, and without recourse against Seller, in consideration for the total payment received from Buyer in the amount of **\$1.00** (one-dollar):

- 1. City of Hemet Booster (2190 S. Hewitt Avenue, San Jacinto, Ca.); including approximately forty-two feet of twelve inch cement-mortar lined and wrapped (CML&W) pipe extending from EMWD's six inch meter and check valve, pumping assets, and all associated vaults and appurtenances.

Seller makes no guarantee, warranty or representation, expressed or implied with regard to the condition of the above described facilities for any use or purpose. No claim will be considered for allowance or adjustment or rescision of the sale based on failure of the facilities to completely satisfy the Buyer in all respects.

Seller hereby warrants that the above-described facilities are free and clear of any and all encumbrances. In this regard Seller hereby agrees to protect and defend (Buyer's) right to own all the facilities hereby transferred to Buyer wherein the defense of the Buyer's right to own results from any person or entity's alleged rights to any of the facilities described hereinabove.

CITY OF HEMET

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Gary Thornhill, Interim City Manager

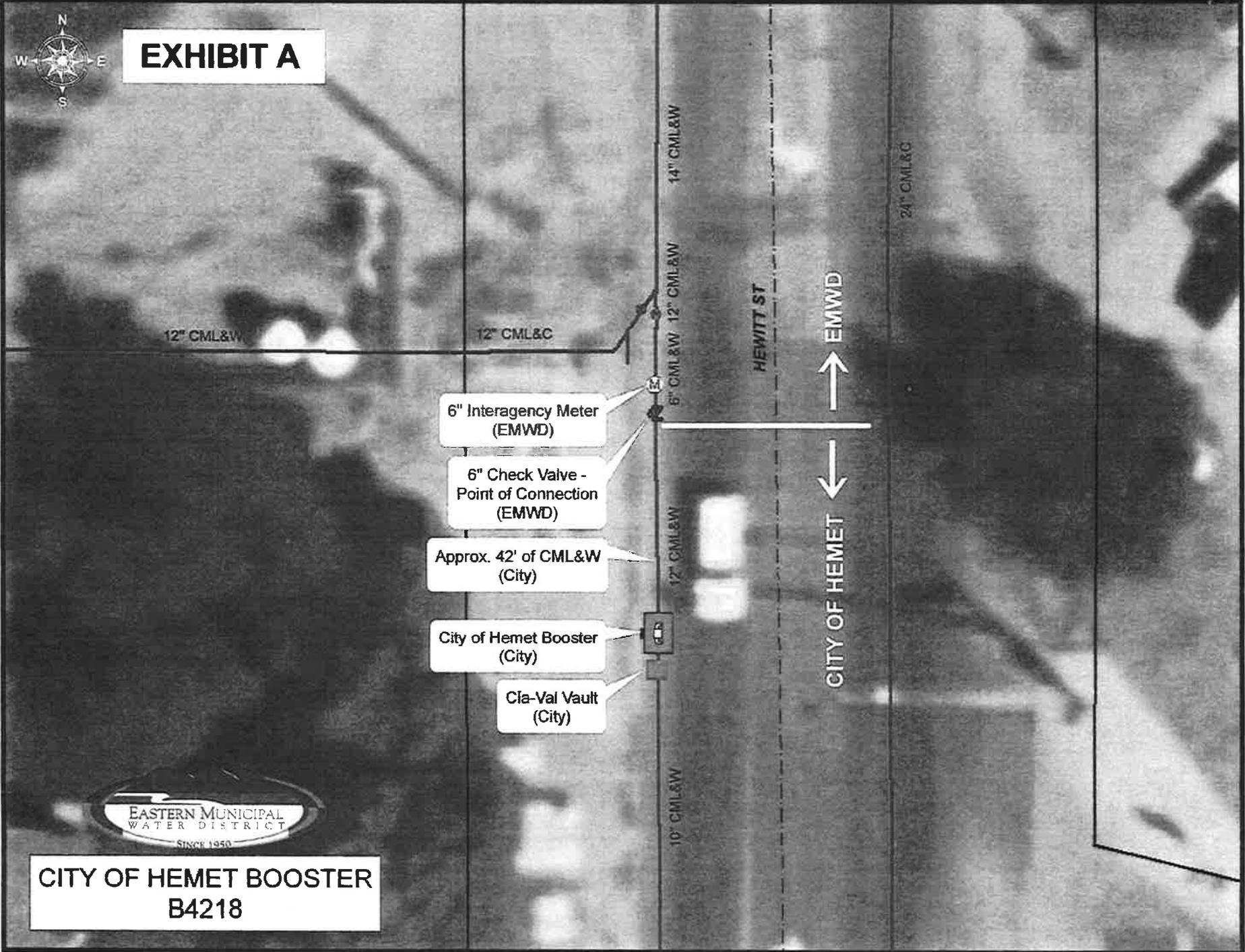
By: _____
Paul D. Jones II, P.E., General Manager

Dated: _____

Dated: _____



EXHIBIT A



**CITY OF HEMET BOOSTER
B4218**

**FACILITY ACQUISITION AGREEMENT
CITY OF HEMET BOOSTER
INTERAGENCY AGREEMENT**

EXHIBIT B

Item Description	Installation Date
Motor, Electric, AC, 25 HP, 1755 RPM, 364	11/24/1987
Cla-Val 6"	Unknown
Switch, Safety Disconnect, Fusible, 60 amp, 600Vac	11/24/1987
Starter, Magnetic, Size 2, 600 Vac	11/24/1987
Switch, Safety Disconnect, Fusible, 30 amp, 600Vac	11/24/1987
Load Center, 120/240 Vac, 125 amp, 1 Phase	11/24/1987
Pump, Split Case, TDH 73 FT, 750 GPM	9/4/2001
Operator Interface, Automatic Direct, Model EA7-T6CL-R	1-8-2013
Southern California Edison Meter Number 3412M-008332	11-1-1973

EXHIBIT C

BILL OF SALE

EASTERN MUNICIPAL WATER DISTRICT (Seller), hereby conveys, and grants unto the CITY OF HEMET (Buyer), the following described assets, under such terms as are more specifically defined under an Interagency Agreement between Buyer and Seller dated _____, with all faults, and without recourse against Seller, in consideration for the total payment received from Buyer in the amount of **\$1.00** (one-dollar):

1. City of Hemet Booster (2190 S. Hewitt Avenue, San Jacinto, Ca.); including approximately forty-two feet of twelve inch cement-mortar lined and wrapped (CML&W) pipe extending from EMWD's six inch meter and check valve, pumping assets, and all associated vaults and appurtenances.

Seller makes no guarantee, warranty or representation, expressed or implied with regard to the condition of the above described facilities for any use or purpose. No claim will be considered for allowance or adjustment or rescision of the sale based on failure of the facilities to completely satisfy the Buyer in all respects.

Seller hereby warrants that the above-described facilities are free and clear of any and all encumbrances. In this regard Seller hereby agrees to protect and defend (Buyer's) right to own all the facilities hereby transferred to Buyer wherein the defense of the Buyer's right to own results from any person or entity's alleged rights to any of the facilities described hereinabove.

CITY OF HEMET

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Wally Hill, City Manager

By: _____
Paul D. Jones II, P.E., General Manager

Dated: _____

Dated: _____

Attachment 2

BILL OF SALE

EASTERN MUNICIPAL WATER DISTRICT (Seller), hereby conveys, and grants unto the CITY OF HEMET (Buyer), the following described assets, under such terms as are more specifically defined under an Interagency Agreement between Buyer and Seller dated _____, with all faults, and without recourse against Seller, in consideration for the total payment received from Buyer in the amount of **\$1.00** (one-dollar):

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CITY OF HEMET

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Gary Thornhill, Interim City Manager

By: _____
Paul D. Jones II, P.E., General Manager

Dated: _____

Dated: _____

AGENDA # 15



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 12, 2015

RE: Discussion of Fiscal Year 2015-16 Proposed Budget

RECOMMENDATION:

That the Council invite public comment, engage in discussion and provide direction to staff on additions, deletions, changes and clarifications regarding the Fiscal Year 2015-16 Proposed Budget.

BACKGROUND:

The Fiscal Year 2015-16 Proposed Budget is being presented to the City Council to invite public comment, for discussion and to provide direction to staff. An updated proposed budget, to include Capital Improvement Projects, will be brought to the City Council on June 9, 2015, for further review, discussion and direction to staff. Final presentation of the Fiscal Year 2015-16 Budget, along with the 5-year Capital Improvement Plan, is anticipated to be brought before the Council for adoption on June 23, 2015.

The proposed budget includes a General Fund imbalance between revenues and expenditures of approximately \$4.7 million. Additionally, Capital Improvement Projects totaling \$1,033,800, as discussed at the Special Council Meeting on May 4, 2015, will be incorporated into the General Fund budget before the June 9, 2015 meeting.

The Fiscal Year 2015-16 Proposed Budget can be accessed on the City's website (Finance/Financial Information page) at: <http://www.cityofhemet.org/DocumentCenter/View/2993>

Respectfully submitted,

Handwritten signature of Gary Thornhill in black ink.

Gary Thornhill
Interim City Manager

Handwritten signature of Jessica A. Hurst in blue ink.

Jessica A. Hurst
Deputy City Manager/Admin Services