



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

November 10, 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 Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues*
Agency negotiator: *Interim City Manager Thornhill*
Negotiating parties: *Rich Development, Inc. and Page Plaza Partners, LLC*
Under negotiation: *Acquisition, Price and Terms*

 2. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN: 443-140-013, 410 E. Devonshire*
Agency negotiator: *Interim City Manager Thornhill*
Negotiating parties: *Ramin Bral Roxbury Properties*
Under negotiation: *Acquisition, Price and Terms*

 3. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*
-

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

4. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
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Negotiating parties: *Ramin Bral Roxbury Properties*
Under negotiation: Acquisition, Price and Terms

 6. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*
-

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

7. **Approval of Minutes** – October 27, 2015
8. **Receive and File** – Warrant Registers
 - a. Warrant registers for October 15, 2015 in the amount of \$1,639,973.91 and October 29, 2015 in the amount of \$1,125,061.28. Payroll for the period of October 12, 2015 to October 25, 2015 was \$645,472.74.
9. **Recommendation by City Manager** – Third Amendment to Lease of Real Property with Amerco Real Estate
 - a. Approve the Third Amendment to Lease of Real Property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA; and
 - b. Authority the Interim City Manager to execute the lease amendment.
10. **Recommendation by Police** – 2015 State Homeland Security Program (SHSP) Grant for Purchase of Interoperable Handheld Radios
 - a. Accept the 2015 State Homeland Security Program Grant in the amount of \$78,267; and
 - b. Approve the grant-funded purchase of thirteen (13) Harris handheld radios from vendor, Hi-Desert Communications; and
 - c. Authorize the City Manager to approve the purchase requisition in the amount of \$78,267; and
 - d. Authorize the finance department to establish an expenditure account and budget in the amount of \$78,267.
11. **Recommendation by Public Works** – First Amendment to Agreement for Hazardous Waste Disposal Contract for Hazardous Waste Hauling, Disposal and Recycling Services
 - a. Approve the First Amendment to Agreement for Hazardous Waste Disposal Contract with Hunter Consulting, Inc. dba HCI Environmental & Engineering Service (HCI) provides hazardous waste hauling, disposal and recycling services; and
 - b. Authorize the Interim City Manager to execute First Amendment to Agreement for Hazardous Waste Disposal with HCI.
12. **Recommendation by Public Works** – Award of Funding for City-County Payment Program for Fiscal Year 2014/2015 through the State of California Department of Recycling Resources and Recovery – Supplemental Appropriation
 - a. Accept funding award in the amount of \$21,662 from the State of California, Department of Recycling Resources and Recovery, through the 2014/2015 City/County Payment Program; and
 - b. Authorize the Deputy City Manager/Administrative Services Director to record revenues to the Miscellaneous Recyclables (Account #686-0454) in the amount of \$21,662; and
 - c. Establish operating budget of \$21,662 in the Public Works Administrative Fund 686-4150-2801 for miscellaneous litter abatement, the purchase of park/playground equipment manufactured from recycled materials and recycling bins.

13. **Recommendation by Human Resources** – Agreement for City Physician Services with Manikanda Raja, M.D., Inc.
 - a. Approve an Agreement for Services with Manikanda Raja M.D., Inc. for a three year period commencing on the date of execution by the Interim City Manager in the amount not to exceed \$60,000. With an option to extend the contract for two additional one year terms; and
 - b. Authorize the Interim City Manager to execute the approved Agreement for Services.

 14. **Recommendation by IT** – Cooperative Purchase – Microsoft Enterprise Licensing Agreement Renewal
 - a. Approve a Software License Agreement by and between the City of Hemet (City) and SoftwareONE (vendor), for the purchase of a three-year Microsoft Enterprise Licensing Agreement; and
 - b. Authorize the Interim City Manager to execute the agreement.

 15. **Recommendation by Fire** - FY15 Homeland Security Award – Community Emergency Response Team (CERT)
 - a. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County’s FY15 State Homeland Security Program (SHSP) for the Community Emergency Response Team (CERT) Program awarded to the City of Hemet Fire/EMS Department in the amount of \$11,703.

 16. **Recommendation by Fire** – SHSP Grant for Active Shooter Incidents
 - a. Accept the grant from the State Homeland Security Program (SHSP) in the amount of \$30,004 for the period of October 21, 2015 – May 31, 2017; and
 - b. Amend the budget in the Public Safety Grant Fund #232 to reflect the award amount of \$30,004 to cover the cost of purchasing equipment for responding to Active Shooter Incidents.

 17. **Recommendation by Fire** – FY2015 Emergency Management Performance Grant (EMPG) Award
 - a. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County’s FY15 Emergency Services Coordinator (50% of the salary to support the Hemet Fire/EMS Department program.
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Communications from the Public

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

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

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

Discussion/Action Item

18. **Quarterly Budget Update – As of September 30, 2015** – Deputy City Manager/Administrative Services Director Hurst
 - a. Receive and file the quarterly budget report.
 19. **Supplemental Appropriation – 250 E. Meier Demolition and Abatement** – Public Works Director Jensen
 - a. Approve supplemental appropriation in account number 683-2200-2400 (Liability Insurance-Contract) in the amount of \$254,000; and
 - b. Authorize the Interim City Manager to negotiate a contract with the lowest responsible bidder for demolition/hazardous substance abatement services not to exceed \$750,000, and to execute and administer the contract to completion.
 20. **Western Riverside Council of Governments (WRCOG) "BEYOND Framework Fund" Concept Proposals** – Interim City Manager Thornhill
 - a. Consider and discuss the "Beyond Framework Fund" project proposals outlined by staff and provide direction to staff regarding project priorities for submission to WRCOG.
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City Council Reports

21. 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. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)
 - 2. Public Safety Ballot Measure Ad-Hoc Committee (January 27, 2015)
 - 3. Ad-Hoc Committee to Explore Revenue Options (May 26, 2015)
 - 4. Grant Ad-Hoc Committee (June 23, 2015)

 - G. Interim City Manager Thornhill
 - 1. Manager's Reports
 - 2. Veterans Day Event
-

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, December 8, 2015 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held January 12, 2016.

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.



#7

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

October 27, 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 Members Milne, Raver and Youssef, Mayor Pro Tem Wright and Mayor Krupa

ABSENT: Council Members Milne and Raver

Council Member Youssef moved and Mayor Pro Tem Wright seconded a motion to excuse Council Members Milne and Raver. 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 Raver arrived at 6:32 p.m.

Council Member Milne arrived at 6:45 p.m.

1. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*
-

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 7:03 p.m.

Roll Call

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

ABSENT: None

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 Community Development Director Elliano

City Council Business Consent Calendar

2. **Approval of Minutes** – October 13, 2015
3. **Receive and File** – Warrant Registers
 - a. Warrant registers dated October 1, 2015 in the amount of \$1,860,437.83 and October 7, 2015 in the amount of \$2,621,731.58. Payroll for the period of September 28, 2015 to October 11, 2015 was \$592,571.94.
4. **Receive and File** – Investment Portfolio as of September 2015
5. **Recommendation by Finance** – Transfer of Property to the Successor Agency for Sale
 - a. Adopt a resolution approving the transfer of the property located at 154 South Santa Fe Street to the Successor Agency to the Former Hemet Redevelopment Agency for sale, in accordance with the Successor Agency's Long-Range Property Management Plan. **Resolution No. 4648**
6. **Recommendation by Community Development** – Zoning Ordinance Amendment 15-010 (Signage for Outdoor Vehicle Sales)
 - a. Adopt an ordinance amending Section 90-1275 (Temporary Signs) of Chapter 90 (Zoning Ordinance) of the Hemet Municipal Code to allow pennants and streamers for outdoor automotive, motorcycle, and marine vehicle sales display areas with issuance of a sign permit as recommended by the Planning Commission. **Ordinance No. 1907**
7. **Recommendation by Public Works** - Amendment to Solid Waste Management Code Provisions
 - a. Adopt an ordinance amending Chapter 62 (Solid Waste Management) of the Hemet Municipal Code to ensure consistency with Assembly Bill 1826 regarding organic waste recycling. **Ordinance No. 1908**
8. **Recommendation by Public Works** - Design Professional Services Agreements for On-Call Engineering Services with Engineering Resources of Southern California and Albert A. Webb Associates
 - a. Approve a Design Professional Services Agreement with Engineering Resources of Southern California for on-call engineering services for three-year period commencing on the date of execution by the City Manager in an amount not to exceed \$60,000; and

- b. Approve a Design Professional Services Agreement with Albert A. Webb Associates for on-call engineering services for three-year period commencing on the date of execution by the City Manager in an amount not to exceed \$60,000; and
 - c. Authorize the City Manager to execute the agreements and execute purchase orders necessary to support both agreements.
9. **Recommendation by Fire** – Third Amendment to Agreement for Services with CSG Consultants, Inc. for Plan Review, Inspection and Code Services
- a. Approve the Third Amendment to the Agreement for Services with CSG, Consultants, Inc. for plan review and code services extending the term to June 30, 2016 and increasing the total compensation by \$37,500; and
 - b. Authorize the City Manager to execute the Third Amendment and administer the Agreement on behalf of the City.
10. **Recommendation by Engineering** – Traffic and Parking Commission Recommendations
- a. 1121 West Acacia Avenue – Additional Signage for Traffic Control
Recommendation to install a “Stop Ahead” warning sign and large Double Yellow Arrow Sign at the intersections of Acacia Avenue and Hamilton Avenue and Acacia Avenue and Elk Street.
 - b. Kirby Street at Garland Avenue – Request to install Stop Sign
Recommendation to install two chevron alignment signs for the southbound direction.
 - c. Berkley Street at Soboba Street – Request to install Stop Sign
Recommendation to contact resident at the southeast corner to remove hedges and trim tree within the City’s right-of-way.

Item Nos. 6, 8 and 10 were removed from the Consent Calendar. **Council Member Youssef moved and Mayor Pro Tem Wright seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 6

Mayor Pro Tem Wright, I voted no when this ordinance was introduced. Since that time I have looked at the car sales lots and knowing that staff will regulate I am no longer opposed. **Mayor Pro Tem Wright moved and Council Member Milne seconded a motion to approve this item as presented. Motion carried 4-1. Council Member Raver voted No.**

Item No. 8

Council Member Milne, recused herself due to her past employment with Engineering Resources of Southern California.

Kristen Jensen, Public Works Director, this work is funded by the water/sewer operating budget not general fund and is included in the fees.

Mayor Pro Tem Wright, expressed concern with the specific split of funding for each engineering firm and recommended that the \$50,000 be pooled to be assigned to the most qualified of the three firms.

The City Council and staff discussed the process and explained that the most qualified firm will be used for each project and the reallocation of funding from one contract to another would come back to the City Council if necessary, some adjustments might be under the authority of the City Manager.

Council Member Youssef moved and Mayor Krupa seconded a motion to approve this item as presented. Motion carried 4-0.

Item No. 10

Jim Pangrazzi, San Jacinto, spoke in favor of a stop sign at Kirby and Garland.

Steve Latino, City Engineering Director, staff is recommending the placement of warning signs on Kirby that will say "Stop Ahead". Mr. Latino explained the nature of the collisions and the research and study conducted to make the determination.

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

Successor Agency Consent Calendar

11. **Recommendation by Finance** – Accept the Transfer of Property from the City of Hemet to the Successor Agency to the for Former Hemet Redevelopment Agency
 - a. Adopt a resolution accepting the transfer of the property located at 154 South Santa Fe Street from the City of Hemet in order to sell it, as indicated by the Successor Agency's Long-Range Property Management Plan.
Resolution No. 4649

12. **Recommendation by Finance** – Purchase Offer for the Acquisition of 154 South Santa Fe Street
 - a. Adopt a resolution recommending that the Oversight Board of the Successor Agency to the Former Hemet Redevelopment Agency accept a purchase offer from Dr. Jorge Larrondo for the acquisition of 154 South Santa Fe Street for the proposed price of \$5,000. **Resolution No. 4650**

Item No 12 was removed from the Consent Calendar. **Mayor Pro Tem Wright and Council Member Youssef seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 12

Hitta Mosesman, RSG, consultant to the Successor Agency since 2012. This is all part of the requirement by state law to dispose of property owned by the RDA. The Successor Agency and the Department of Finance previous approved the Long Range Property Management Plan that included this property as well as a partial parking lot on Carmalita Street. In total there were 14 properties owned by the RDA, 12 of the properties were allowed to remain for governmental use. The two properties were put on the market for sale last year. This was the only offer received for the parcel on Santa Fe. The offer is from the dentist to the south of the property which currently uses the property for his parking lot. It is our recommendation to accept the offer.

The City Council and staff discussed the lot that is currently used for parking by the adjacent dental office.

Ms. Mosesman, the property was difficult to appraise there were no comps available in the area. The property is of limited use and serves no other purpose. The property was actually valued at \$15,000. However, it was on the market for 9 months and received only one offer. The City Council and staff discussed the previous use and the value of the property. This property is owned by the Successor Agency and the money will go back to the State to be dispersed.

Howard Tounget, Hemet, explained the history of the property as he recalls but was unable to locate the documents. The property was previously purchased with RDA money. The property is a 22' wide easement. After the sale the City might get \$900.00 dollars. Mr. Tounget added that the City Attorney made more than \$900.00 preparing the 23 page report transferring the property to the City in 2012.

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

Communications from the Public

Jim Pangrazzi, San Jacinto, distributed an article about other states dumping over 500 mentally ill patients in California. It is reported that there are 25 in San Francisco, the remaining elsewhere in California. Mr. Pangrazzi recommended that the City Council direct the City Attorney to look into the matter.

Patty Castro, Busy Bee, recommended that the City's sign ordinance allow sign waivers. Ms. Castro was referred to Community Development Director Elliano.

Brenda Scott, NAMI, talked about the concerns and the needs and expressed concern with the newly signed bills. Ms. Scott invited the City Council to participate in the NAMI Walks, November 7, 2015 at Diamond Valley Lake.

Joy Ward, Hemet, expressed concern with the floppy signs on churches.

Ms. Ward was referred to Community Development Director Elliano.

Howard Tounget, Hemet, expressed concern that Council Member Raver choose to scold him and not the City Attorney. Mr. Tounget expressed concern that Mr. Vail didn't recall having involvement in the Santa Fe property transactions when his signature is on the staff report from 2012.

Discussion/Action Item

13. **Quarterly Budget Update – As of September 30, 2015** – Deputy City Manager/Administrative Services Director Hurst
- a. Receive and file the quarterly budget report.

This item was continued to November 10, 2015.

City Council Reports

14. 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 Stater Bros. VIP opening of the West Hemet store.

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

Council Member Raver attended the Grand Opening and Ribbon Cutting for the new West Hemet Stater Bros. It was a pleasure to hear compliments for the City of Hemet and staff.

Council Member Raver, expressed concern with the increase in requirements for Federal Grants

The City Council directed staff to address all requirements in staff reports recommending acceptance of Federal Grants.

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)

WRCOG members received notification regarding the BEYOND Framework program. The program is intended to provide local assistance funding to member agencies to implement plans and programs that will improve the quality of life. There is \$1.8 million available. The City of Hemet has been allocated \$86,597 in round 1. Mayor Pro Tem Wright recommended that staff submit a concept proposal for "Vision and Branding" and Economic Development.

Mayor Pro Tem Wright attended T.H.E.'s Fall Festival and the Chamber's Harvest Festival on Saturday.

Mayor Pro Tem Wright attended the VIP Opening of the West Hemet Stater Bros.

Mayor Pro Tem Wright attended SCAG's Energy and Environmental meeting the 7 areas of interest to be included in the RTP were discussed.

E. Mayor Krupa

1. Riverside Conservation Authority (RCA)
2. Ramona Bowl Association

"Boo at the Bowl" will be held on October 29, 30 and 31st.

3. Riverside Transit Agency (RTA)

Mayor Krupa attended the dedication of an RTA Bus Stop at Mt. San Jacinto's Menifee Campus in honor of Wally Edgerton. Mr. Edgerton started the Go Fast Program.

4. Watermaster Board
5. Library Board
6. League of California Cities
7. Riverside County Transportation Commission (RCTC)

Mayor Krupa attended the RCTC meeting. A report on the awarded grants for cycle 2 of the ATP was given. An joint application was submitted by Hemet and San Jacinto for a bicycle path project called Valley Connect. San Jacinto was awarded \$646,000.00 for the project but

Hemet was not awarded anything. Staff will submit an application during the next cycle. RCTC staff has offered to assist cities in preparing their applications.

On October 21st, Mayor Krupa gave testimony at the Special Transportation Committee Meeting of the State Legislature in Ontario. The Committee heard testimony from local communities on their transportation infrastructure condition and needs. There are two funding bills, SB 4 and AB 3. The State needs to take a serious look at what is being done with transportation funding. Taxes earmarked for transportation should be spent on transportation. Mayor Krupa talked about the condition of roads in the valley and the inability to get funding. Mayor Krupa expressed concern with CEQA requirements and the hoops that the agencies have to go through.

8. Western Riverside Council of Governments (WRCOG)

F. Ad-Hoc Committee Reports

1. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)
2. Public Safety Ballot Measure Ad-Hoc Committee (January 27, 2015)
3. Ad-Hoc Committee to Explore Revenue Options (May 26, 2015)
4. Grant Ad-Hoc Committee (June 23, 2015)

Eric Vail, requested the status of the Ad-Hoc Committees listed as No. 1 and 2.

Mayor Krupa, the Diamond Valley Lake Ad-Hoc Committee will complete its task in six months. Mayor Krupa will report later on the status of Public Safety Ballot Measure Ad-Hoc Committee

G. Interim City Manager Thornhill

1. Manager's Reports
2. Veteran's Day Event

Gary Thornhill, Interim City Manager, announced that the City's Veterans Day Event will be held at Gibbel Park on November 11th at 10:00 a.m. The "Flags of Freedom" will be presented by the Hemet-San Jacinto Exchange Club.

Continued 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 8:11 p.m.

15. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: Interim City Manager Thornhill

Employee organization:

Service Employees International Union General Employees

16. Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code section 54956.9(d)(1)

Names of cases: *Michelle Y. Moore v. City of Hemet and Bryan Anderson, RIC 1507007; and*

Salvador Gonzaga v. City of Hemet, MCC 1301784

The City Council reconvened at 8:41 p.m.

City Attorney Continued Closed Session Report

17. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*

The City Council received a report on the process and the candidates for the City Manager position. There was no additional reportable action.

18. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: Interim City Manager Thornhill
Employee organization:
Service Employees International Union General Employees

This item was continued.

19. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Names of cases: *Michelle Y. Moore v. City of Hemet and Bryan Anderson, RIC 1507007; and Salvador Gonzaga v. City of Hemet, MCC 1301784*

The City Council received a report from the City Attorney. The City Attorney received authority to reject statutory demands in both cases. There was no additional reportable action.

Future Agenda Items

CarteGraph report on City streets
Update on the Disaster Planning

Adjournment

Adjourned at 8:43 p.m. in Memory of K9 Officer Fritts to Tuesday, November 10, 2015 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: November 10, 2015

RE: Warrant Register

The City of Hemet's warrant registers dated October 15, 2015 in the amount of \$1,639,973.91 and October 29, 2015 in the amount of \$1,125,061.28 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of October 12, 2015 to October 25, 2015 was \$645,472.74.

CLAIMS VOUCHER APPROVAL

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

Respectfully submitted,

Jessica A. Hurst
Deputy City Manager/Administrative Services

JAH: mh

CITY OF HEMET
VOUCHER/WARRANT REGISTER
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

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

JESSICA A. HURST
DCM/ADMINISTRATIVE SERVICES DIRECTOR



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Gary Thornhill, Interim City Manager *[Signature]*
DATE: November 10, 2015
RE: Third Amendment to Lease of Real Property Located at 250-256 East Meier Street to Amerco Real Estate, DBA U-Haul Center of Hemet

RECOMMENDATION:

- 1) That the City Council approve the Third Amendment to lease of real property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA, and
- 2) Authorize the City Manager to execute the lease amendment.

BACKGROUND:

In January of 2012, the City Council approved a lease for city-owned property located at 250-256 East Meier Street with Amerco Real Estate, DBA U-Haul Center Hemet, CA (Amerco) to support the Hemet U-Haul Center as a business retention measure and assist a significant Hemet business.

DISCUSSION:

At this time, the City and Amerco wish to extend the lease. Attachment 1, Third Amendment to Lease, will extend the term of the lease for an additional period of one year to January 31, 2017. Council approval of the lease extension will continue rental income to the City from an otherwise fallow asset and will allow Amerco the uninterrupted use of the outdoor parking area for rental truck and trailer storage and avoid disruption to a longtime, Hemet business.

The City and Amerco have agreed to extend the lease at a rate of \$650.00 per month. The new lease proposed maintains the current rental rate for the next year period. Over the one year term of the proposed lease, the City will receive \$7,800.00 in rental income.

COORDINATION & REVIEW:

This recommendation was prepared and coordinated with the City Attorney's Offices.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The recommended action supports the Council's goals of: business retention, increased economic vitality and increasing municipal revenue.

FISCAL IMPACT:

The impact of the General Fund is approximately \$7,800.00 per year in revenue to the City.

CONCLUSION:

It is respectfully recommended:

- 1) That the City Council approve the Third Amendment to the Lease of Real Property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA.
- 2) Authorize the City Manager to execute the Third Amendment to extend the lease.

Attachment(s):

- 1 - Third Amendment of Lease for Property located at 250-256 East Meier Street
- 2 - 2014 Lease for Real Property located at 250-256 East Meier Street

Respectfully submitted,



Gary Thornhill
Interim City Manager

Approved as to form:



Eric S. Vail
City Attorney

**THIRD AMENDMENT TO
LEASE AGREEMENT**

by and between

the

CITY OF HEMET

and

**AMERCO REAL ESTATE COMPANY, A NEVADA
CORPORATION, DBA: U-HUAL CENTER HEMET, CA**

Dated December __, 2015

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (“Third Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and Amerco Real Estate Company, a Nevada Corporation DBA U-Haul Center Hemet (“Tenant”), as follows:

RECITALS

- A. City and Tenant entered into a lease agreement for a parking area for Tenant’s U-Haul trucks and trailers on January 22, 2013 (“Agreement”). The Agreement contained an original expiration date of January 31, 2014.
- B. The City and Tenant entered into a First Amendment to Lease Agreement to extend the term of the Agreement to on January 31, 2015.
- C. This Second Amendment amends Sections 1.1 and 4 of the Agreement to further extend the term of the Agreement to January 31, 2016.
- C. This Third Amendment amends Sections 1.1 and 4 of the Agreement to further extend the term of the Agreement to January 31, 2017.

OPERATIVE PROVISIONS

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

- 1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:
 - 1.1 **Amendment of Section 1.1.** Section 1.1 of the Agreement is hereby amended to read as follows:

“1.1 ***‘Expiration Date’*** means January 31, 2017, the date upon which the Term of the Agreement expires and Tenant is obligated to have vacated and surrendered the Parking Area.”
 - 1.2 **Amendment of Section 4.** The first sentence of Section 4 of the Agreement is hereby amended to read as follows:

“The term (**‘Term’**) of this Agreement commences on February 1, 2013 and, unless earlier terminated, automatically expires on January 31, 2017 (**‘Expiration Date’**) without the necessity of any notice or other action on Landlord’s part.”

2. GENERAL PROVISIONS.

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

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

2.3 **Effective Date.** This Third 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 Tenant.

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

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

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

CITY:

THE CITY OF HEMET

By: _____
Gary Thornhill, Interim City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

TENANT:

Amerco Real Estate Company,
a Nevada Corporation
DBA U-Haul Center Hemet

By: _____

By: _____

Its: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

PARTNER(S) LIMITED
 GENERAL

NUMBER OF PAGES

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, ____ before me, _____, personally appeared _____,

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

**SECOND AMENDMENT TO
LEASE AGREEMENT**

by and between

the

CITY OF HEMET

and

**AMERCO REAL ESTATE COMPANY, A NEVADA
CORPORATION, DBA: U-HUAL CENTER HEMET, CA**

Dated December 09, 2014

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("City"), and Amerco Real Estate Company, a Nevada Corporation DBA U-Haul Center Hemet ("Tenant"), as follows:

RECITALS

- A. City and Tenant entered into a lease agreement for a parking area for Tenant's U-Haul trucks and trailers on January 22, 2013 ("Agreement"). The Agreement contained an original expiration date of January 31, 2014.
- B. The City and Tenant entered into a First Amendment to Lease Agreement to extend the term of the Agreement to on January 31, 2015.
- C. This Second Amendment amends Sections 1.1 and 4 of the Agreement to further extend the term of the Agreement to January 31, 2016.

OPERATIVE PROVISIONS

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

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

- 1.1 **Amendment of Section 1.1.** Section 1.1 of the Agreement is hereby amended to read as follows:

"1.1 ***Expiration Date*** means January 31, 2016, the date upon which the Term of the Agreement expires and Tenant is obligated to have vacated and surrendered the Parking Area."

- 1.2 **Amendment of Section 4.** The first sentence of Section 4 of the Agreement is hereby amended to read as follows:

"The term (**Term**) of this Agreement commences on February 1, 2013 and, unless earlier terminated, automatically expires on January 31, 2016 (**Expiration Date**) without the necessity of any notice or other action on Landlord's part."

- 2. **GENERAL PROVISIONS.**

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

2.2 **Integration.** This Second Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes

all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

2.3 **Effective Date.** This Second 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 Tenant.

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

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

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

CITY:

THE CITY OF HEMET

By: Wally Hill
Wally Hill, City Manager

ATTEST:

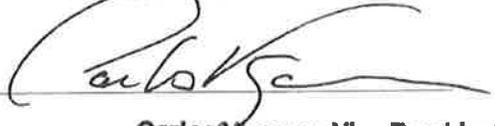
Sarah McComas
Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail
Eric S. Vail, City Attorney

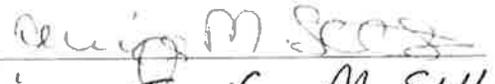
TENANT:

Amerco Real Estate Company,
a Nevada Corporation
DBA U-Haul Center Hemet

By: 

Name: **Carlos Vizcarra, Vice President**

Title: _____

By: 

Name: **Jennifer M. Settles**

Title: **Secretary**



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David M. Brown, Chief of Police; Gary Thornhill, Interim City Manager

DATE: November 10, 2015

RE: Acceptance of 2015 State Homeland Security Program (SHSP) Grant for Purchase of Interoperable Handheld Radios

RECOMMENDED ACTION:

1. Accept the 2015 State Homeland Security Program Grant in the amount of \$78,267.
2. Approve the grant-funded purchase of thirteen (13) Harris handheld radios from vendor, Hi-Desert Communications.
3. Authorize the City Manager to approve the purchase requisition in the amount of \$78,267.
4. Authorize the finance department to establish an expenditure account and budget in the amount of \$78,267.

BACKGROUND:

This grant was awarded to Hemet Police Department following a competitive application process. The State Homeland Security Grant Program is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks, as well as support critical terrorism prevention activities.

DISCUSSION/ANALYSIS:

The police department proposes to participate in the Western State Contracting Alliance (WSCA) co-operative agreement per Hemet Municipal Code Section 2-329. WSCA creates multi-state contracts in order to achieve cost-effective and efficient acquisition of quality products and services. These contracts reduce individual state (and local) administrative costs and encourage competition and product availability through standard specifications. WSCA Contract#02702 – Phase I is a Sole Source Agreement for Public Safety Communication Equipment (Category 1 – Radios).

Section 2-329(a) of the Hemet Municipal Code states “the purchasing agent may participate in a cooperative purchasing agreement for the procurement of any supplies or equipment with any federal, state, county or local government agency when that agency has made their purchases in a cooperative manner.”

The vendor, Hi-Desert Communications, offers an additional 2% discount from the WSCA price to public safety agencies. Hi-Desert is the regional vendor for Harris radios so there is no direct competition for their product in our area.

Several regional multi-agency law enforcement teams are currently using the Harris Unity portable radios for daily operations. With this purchase of thirteen radios, all officers in the field and the majority of the sworn personnel in the department will carry the same Harris multi-band radio having the capability to communicate with surrounding public safety agencies.

The Harris radio is P25 compliant which is a Homeland Security requirement.

PROJECT DESCRIPTION:

This grant will allow the Police Department to purchase thirteen (13) handheld radios for use by Patrol officers.

ANALYSIS:

A key theme in government funding for the past several years has been radio interoperability. The ability to communicate effectively is paramount to law enforcement and the community it serves. With crime, population, and calls for service continuing to increase and available funds decreasing, the Department needs to make sure that our officers can communicate effectively and safely.

COORDINATION AND REVIEW:

Coordination will be needed with the IT Department for programming of the radios and with the Finance Department to establish an expenditure account for this grant. The purchasing administrator has been consulted on this purchase.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The acceptance of this grant is consistent with the adopted police department 5-year strategic plan, strategic priority #2, smart policing. It also allows the department to continue to fund needed equipment from sources other than the General Fund in support of the city's 5-year financial plan.

FISCAL IMPACT:

No impact to the General Fund. This is a reimbursement grant. No matching funds are required.

The grant requires that a funding risk assessment and quarterly reports be submitted, and the City will complete all work within the performance period. Additionally, an updated equipment inventory will be maintained and all documents must be retained for a period of no less than three years after the close out notification is received from the state.

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment: Hi-Desert Communications Proposal #3251501

Hi-Desert Communications

A Division of CAZCOM, Inc.

17181 Jasmine Street – Victorville, CA 92395
 (760) 243-2332 - FAX (760) 243-0886



TO: Hemet Police Department

ATTN: Shirley Johnson

PHONE:

PROPOSAL:

6241507

Approximate Delivery:

3 Weeks ARO

ITEM	QTY	MODEL	DESCRIPTION	EACH	EXTENDED
UNITY QUAD BAND PORTABLE RADIO					
1	13	XP-100F	HARRIS UNITY 136-870 MHz Quad Band Portable Radio (List \$4,010.00)	\$ 2,887.20	\$ 37,533.60
2	13	XPPL4B	P25 Trunking (Includes P25 Conventional) Feature Package (List \$1,500.00)	\$ 1,080.00	\$ 14,040.00
3	13	XPPL4C	P25 Encryption Package (List \$695.00)	\$ 500.40	\$ 6,505.20
4	13	XPPL4F	P25 Phase II TDMA (List \$250.00)	\$ 180.00	\$ 2,340.00
5	13	XPPL5L	OTAR (Over the Air Re-Keying) (List \$695.00)	\$ 500.40	\$ 6,505.20
6	13	XPPA3A	Li-Polymer Battery (List \$140.00)	\$ 100.80	\$ 1,310.40
7	13	XPNC8C	6" UNITY Radio Antenna (List \$100.00)	\$ 72.00	\$ 936.00
8	13	XPCH4A	Single Unit Desk Charger (List \$140.00)	\$ 100.80	\$ 1,310.40
OPTIONS					
9	13	XPAE4B	Speaker Microphone with Emergency Button (List \$175.00)	\$ 126.00	\$ 1,638.00
10	13	XPHC3L	Metal Belt Clip (List \$25.00)	\$ 18.00	\$ 234.00

Presented By: C.A. "Ski" Zwarkowski
Title: General Manager
Date: 6/24/2015
Phone: 760-243-2332 Ext.112

Equipment Sub-Total	\$ 72,352.80
Sales Tax	\$ 5,788.22
Sub-Total	\$ 78,141.02
Cable Fabrication	
Programming	
Base Station Installations	
Shipping/Handling	\$ 126.85
TOTAL	\$ 78,267.87
Payment with Order	
Balance Due on Delivery	\$ 78,267.87

PRICING ON THIS QUOTATION IAW THE CURRENT WSCA CONTRACT PLUS 2% CAZCOM PUBLIC SAFETY DISCOUNT

Title: _____
Date: _____





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *Gary Thornhill*
Kristen Jensen, Public Works Director *KJensen*

DATE: November 10, 2015

RE: Approve First Amendment to Agreement for Hazardous Waste Disposal Contract for Hazardous Waste Hauling, Disposal and Recycling Services

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Approve the First Amendment to Agreement for Hazardous Waste Disposal Contract with Hunter Consulting, Inc. dba HCI Environmental & Engineering Service (HCI) provide hazardous waste hauling, disposal and recycling services; and
- Authorize the Interim City Manager to execute First Amendment to Agreement for Hazardous Waste Disposal with HCI.

BACKGROUND:

The City of Hemet is classified as a small quantity hazardous waste generator based on the amount of hazardous waste requiring disposal from its normal operations. All hazardous waste generators are responsible for all hazardous waste and its safe handling from its generation to its disposal, or "cradle to grave." In September of 2012, Council awarded a contract to HCI to provide hazardous waste removal services with an initial contract term of three years through December 31, 2015, with two (2) one-year options to renew.

ANALYSIS:

Although the City Corporation Yard no longer accepts hazardous waste drop offs from the public; the need for hazardous waste disposal services cannot be avoided in the day-to-day public works operation. Staff is continually working to minimize hazardous waste hauling, disposal and recycling costs by reviewing service needs with HCI and educating the public on proper locations for hazardous waste disposal. Through staff efforts, annual expenditures have been reduced by 33%, or approximately \$17,000 annually.

HCI has been providing consistent and responsive service since the beginning of the contract, and has agreed to honor pricing through an extended term. In an effort to control costs and continue to facilitate handling of the City of Hemet's hazardous waste by a professionally trained and licensed hazardous waste hauler, staff is recommending that the current contract be extended for a one year term through December 31, 2016.

As an alternative measure, the City could reject the current bid and then solicit new bids for hazardous waste removal services. However, this alternative would require additional staff time and is no guarantee of lower bids.

FISCAL IMPACT:

No additional General Fund impact. Funding for the proposed services was previously approved and is available in the total amount of \$33,000 in FY15/16 Operating Budgets in Fleet Maintenance Fund 664-4550-2350, Facilities Maintenance Fund 685-4560-2400 and Public Works Administration Fund 686-4150-2400.

Respectfully submitted,

Approved as to form:

Fiscal Review:



Charles Russell
Refuse Superintendent



Eric S. Vail
City Attorney



Jessica A. Hurst
Deputy City Manager

Attachment(s):

First Amendment to Hazardous Waste Disposal Maintenance Services Agreement

FIRST AMENDMENT TO
AGREEMENT FOR HAZARDOUS WASTE DISPOSAL
SERVICES

by and between

the

CITY OF HEMET

and

HUNTER CONSULTING, INC. DBA
HCI ENVIRONMENTAL & ENGINEERING SERVICES

Dated November ____, 2015

FIRST AMENDMENT TO AGREEMENT FOR HAZARDOUS WASTE DISPOSAL SERVICES

This First Amendment to Agreement for Hazardous Waste Disposal Services ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("City"), and Hunter Consulting, Inc. dba HCI Environmental & Engineering Services (HCI) a California Corporation ("Contractor"), as follows:

RECITALS

- A. City and Contractor entered in an agreement for hazardous waste disposal on September 11, 2012 ("Agreement"). The Agreement provides that Contractor will provide hazardous waste disposal maintenance service for the City of Hemet.
- B. Section 1.3, Schedule of Performance and Term, of the Agreement defines the Term of Agreement. The initial term of Agreement is from September 26, 2012, through December 31, 2015, with two (2) one-year options to renew.
- C. City and Contractor now intend to exercise the first one-year option to renew, extending the term of the Agreement through December 31, 2016.
- D. This First Amendment formally amends and extends this Agreement.
- E. The department has been receiving consistent and responsive service from HCI.

OPERATIVE PROVISIONS

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

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

- 1.1 **EXHIBIT "B" SCHEDULE OF PERFORMANCE].** Exhibit "B" of the Agreement is hereby amended as follows:

The period of services shall be January 1, 2016, through December 31, 2016.

The City shall have the right to renew this contract for one (1) additional one-year term under the same terms and conditions of the original contract.

2. **GENERAL PROVISIONS.**

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

2.2 **Integration.** This First Amendment consists of pages 1 through 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.

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

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

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

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

CITY:

THE CITY OF HEMET

By: _____
Gary Thornhill, Interim City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

CONTRACTOR:

HUNTER CONSULTING, INC. DBA HCI
ENVIRONMENTAL & ENGINEERING
SERVICES

By: _____
Gregory J. Parker, President

By: _____
Charles R. Guy, Secretary/Treasurer_



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Gary Thornhill, Interim City Manager ³²
Kristen Jensen, Public Works Director

DATE: November 10, 2015

RE: Accept Award of Funding from the City-County Payment Program for Fiscal Year 2014/2015 through the State of California Department of Recycling Resources and Recovery - Supplemental Appropriation

RECOMMENDATION: It is respectfully recommended that the City Council:

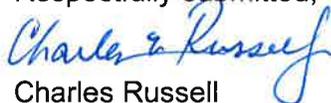
- 1) Accept funding award in the amount of \$21,662 from the State of California, Department of Recycling Resources and Recovery, through the 2014/2015 City/County Payment Program.
- 2) Authorize the Deputy City Manager to record revenues to the Miscellaneous Recyclables (Account #686-0454) in the amount of \$21,662.
- 3) Establish operating budget of \$21,662 in the Public Works Administration Fund 686-4150-2801 for miscellaneous litter abatement, the purchase of park/playground equipment manufactured from recycled materials and recycling bins.

BACKGROUND: The State of California Department of Recycling Resources and Recovery provides annual funding to cities and counties specifically for use in beverage container recycling and litter abatement activities. For the Fiscal Year 14/15, funding distributions will be on a per capita basis calculated on January 1, 2015, population statistics from the California Department of Finance. To receive this funding, the State of California, Department of Recycling Resources and Recovery, requires each city/county to submit a Funding Request Detail (FRD) identifying the proposed use of funds and current agency contacts. The City of Hemet FRD was submitted on June 12, 2015 and the funding award of \$21,622 was received on October 26, 2015.

Through the application process, staff proposed to use this funding to purchase park/playground equipment manufactured from recycled plastic to install in a City park, purchase recycling containers for City facilities, as well as to support additional litter cleans up throughout the City. All of the proposed activities qualify for funding through this program.

FISCAL IMPACT: No impact to General Fund. The Fiscal Year 2014/2015 allocation of \$21,662 will assist in offsetting costs associated with purchasing recycled park equipment for City parks, recycling bins for City facilities as well as support litter clean-up efforts throughout the City. There is no requirement for City match of funds for this program.

Respectfully submitted,



Charles Russell
Superintendent

Fiscal Review:



Jessica A. Hurst
Deputy City Manager



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: November 10, 2015

RE: Agreement for City Physician Services with Manikanda Raja, M.D., Inc.

RECOMMENDED ACTION:

It is respectfully recommended that City Council:

1. Approve an Agreement for Services with Manikanda Raja M.D., Inc. for a three year period commencing on the date of execution by the Interim City Manager in the amount not to exceed \$60,000. With an option to extend the contract for two additional one year terms.
2. Authorize the Interim City Manager to execute the approved Agreement for Services.

BACKGROUND:

The City of Hemet utilizes physician services for several purposes, including:

- Pre-employment physicals
- Fitness for duty examinations
- Annual certification testing
- Preventative services

The City previously contracted with John Hunter, M.D. for physician services until his retirement in early 2015. Upon his retirement, Dr. Hunter sold his practice to Dr. Larry Hughes, who assumed performing these services on an interim basis pending a formal Request for Proposal process by the City.

On July 30, 2015, the City of Hemet advertised a Request for Proposals for City Physician Services. Many physicians located within the City were sent postcards announcing this opportunity in an effort to receive a large pool of qualified vendor responses. The submittal date for proposals was September 3, 2015 and one proposal was received.

Human Resources staff reviewed the proposal from Dr. Raja, met with the medical staff and toured the facility in Hemet for suitability in meeting the City's needs. Dr. Raja's medical facility was found to employ adequate staff to provide timely appointments and delivery of examination results; services fees are competitive with the current provider.

The scope of services under the contract will include, but are not limited to:

- Pre-employment Physicals
Class A – Safety Services
Class B – Heavy or Moderate Labor
Class C – Sedentary
- Hepatitis B Vaccine Series
- TB Testing
- DOT Drug Testing
- DMV Physical for original and/or renewal

FISCAL IMPACT:

Funding is made available within departmental budgets and based on department utilization.

Respectfully submitted,



Jessica A. Hurst,
Deputy City Manager/Administrative Services

Approved as to form:



Eric S. Vail
City Attorney

Attachment(s): Agreement for Services

AGREEMENT FOR SERVICES

By and Between

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

and

**MANIKANDA RAJA, M.D., INC.,
a California corporation**

DATED: NOVEMBER 10, 2015

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
MANIKANDA RAJA, M.D.**

This Agreement for Services ("Agreement") is entered into as of this 10th day of November, 2015 by and between the City of Hemet, a municipal corporation ("City") and Manikanda Raja, M.D., Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 3 years, with the option of two one year extensions, commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Sixty Thousand dollars (\$60,000.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all services provided during the preceding month consistent with Exhibit "B". City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed

so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

(d) All Medical records shall be retained in accordance with applicable state and federal laws and regulations.

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons

or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

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

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

SECTION 16. INDEMNIFICATION.

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

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

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: Manikanda Raja M.D., Inc.
1701 E. Florida Ave.
Hemet, CA 92544
(951) 658-4486

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Hemet Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total

compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining

provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF HEMET

Gary Thornhill
Interim City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

Manikanda Raja, M.D., Inc.

By: _____ By: _____

Its: _____ Its: _____

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

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

On _____, 2015, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited
General

- Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
Signer's Name: _____		
** Individual		
** Corporate Officer		
_____		_____
	Title(s)	Title or Type of Document
** Partner(s)	** Limited	
	** General	
** Attorney-In-Fact		_____
** Trustee(s)		Number Of Pages
** Guardian/Conservator		
** Other: _____		_____
		Date Of Document
Signer is representing:		
Name Of Person(s) Or Entity(ies)		
_____		_____
		Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

Pre-Employment Physicals, Annual Testing Preventative Services:

Pre-employment exams are divided into three Classes of examination – A, B, and C

A. Class A. Office Visit New Patient, Comprehensive Safety Services – Police Officers and Fire Fighters. Performed in accordance with POST Medical Report and POST Medical History requirements. Testing includes:

1. Vision
2. Audiometric
3. Pulmonary function
4. Complete Urinalysis
5. Resting EKG
6. SMA-23 and CBC
7. TB skin test
8. Drug screen
9. Chest x-ray, 2 views
10. Lumbar spine x-ray
11. Treadmill stress test
12. Complete Physical, including orthopedic and review of medical history

B. Class B. Office Visit New Patient, Heavy or Moderate Labor or Environmental

1. Vision
2. Audiometric
3. Pulmonary function
4. Complete Urinalysis
5. Resting EKG
6. TB skin test
7. Blood Count
8. Drug screen (job specific)
9. Chest x-ray, 2 views
10. Lumbar spine x-ray
11. Treadmill stress test

12. Complete Physical, including orthopedic and review of medical history

- C. Class C. Office Visit New Patient, Sedentary Workers
 - 1. Vision
 - 2. Complete Urinalysis
 - 3. Blood Count
 - 4. Complete Physical including orthopedic and review of medical history
- D. Office Visit Extended
- E. Comprehensive H&P New Patient
- F. Hepatitis B – 3 Vaccine Series, Adult Dosage
- G. TB Testing
- H. Drug Testing
- I. DMV Physical, for Original or Renewal Class
- J. Other Services: Provider will refer out for DOT drug testing, and the results will be sent to Provider's office. All records will be kept confidential at the Provider's office. Negative drug tests will be retained for one (1) year; positive drug tests will be retained for five (5) years; notification of all drug testing results will go to the City of Hemet Human Resources Division.

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

- A. Medical Evaluation Reports
- B. Medical Examination Summaries
- C. Drug Testing Results

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

Reports pertaining to physicals and testing.

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

Upon completion of exams and tests.

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Manikanda Raja, M.D. – Internal Medicine, Addiction Medicine, Palliative Care
- B. Natasha Alexander, M.D. – Internal Medicine
- C. Christa Lawhorn, N.P. – Adult Nurse Practitioner-Board Certified
- D. Linda Broussard, P.A. – Physician Assistant-Certified

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A. Johnson & Johnson Hearing – Audiometric
- B. Dr. Chong-Ping Lu – Pulmonary Function
- C. California Imaging – X-Ray Services
- D. LabCorp – Urinalyses & Blood Tests
- E. Dr. Anil Rastogi – Treadmill stress test at Hemet Heart Medical Center (directly billed to the City)

C.	<u>Class C Physical</u> – Office Visit New Patient, Sedentary Workers or Administrative Employment	\$220.00
	• Vision exam is included in exam price	
	• Complete Urinalysis- \$8.00, CBC- \$12.00 at LabCorp	<u>\$20.00</u>
	TOTAL COST FOR CLASS C PHYSICAL (billed by Provider):	\$220.00
D.	Office Visit Extended	\$75.00
E.	Comprehensive H&P New Patient	\$150.00
F.	Hepatitis B: 3 Vaccine Series, Adult Dosage (charged per dose)	\$80.00
G.	TB Testing (if not done during Class A, B, or C)	\$15.00
H.	Drug testing (LabCorp)	\$20.00
I.	DMV Physical, for Original or Renewal Class	\$100.00

NOTE: For all required services that are not done in the office, Provider will refer out to facilities that have arranged special pricing. Provider has listed and given prices above for all the services completed in the office.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The rate for any subcontractors will be defined on a case by case notice, depending on required services.

III. The total compensation for the Services shall not exceed \$60,000.00, \$20,000.00 annually, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

AGENDA # 14

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: November 10, 2015

RE: Cooperative Purchase - Microsoft Enterprise Licensing Agreement

RECOMMENDED ACTION:

It is recommended that City Council:

1. Approve a Software License Agreement renewal by and between the City of Hemet (City) and SoftwareONE (vendor), for the purchase of a three-year Microsoft Enterprise Licensing Agreement, and
2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND:

One of the important technology updates the City has committed to is the standardization of core office productivity applications. On November 13, 2012, City Council approved a three-year Microsoft Enterprise Agreement which allowed the City to migrate from a legacy Novell-based network to standardize on current Microsoft products and technology.

During the three year term, the City has taken advantage of the benefits made available through the Microsoft Enterprise Licensing Agreement (EA), including:

- Completion of several technology projects without delay through utilization of the licensing flexibility provided under the EA
- Through use of the Microsoft Home Use Program (HUP), 131 City Staff were able to purchase a low cost license of Microsoft Office
- Information Technology Staff gained 240 hours of Microsoft Certified training on Server and Infrastructure technology.

Several technology projects are in progress or planned over the next three years. By entering into a renewed three-year Microsoft Enterprise Agreement (EA), the City will ensure the continued success of these projects, while continuing to providing training opportunities for City staff.

In 2011, the County of Riverside performed a competitive Request for Proposal (RFP) and awarded a contract for Microsoft licenses to be purchased through SoftwareONE (formerly Compucom); the County amended this contract in May 2014. Under the terms of the contract, the same pricing is also available to other government agencies in the State of California under cooperative purchase agreements. An analysis performed by the County of Riverside indicated the pricing offered by SoftwareONE under their contract is the most competitive available to local government agencies.

FISCAL IMPACT:

The annual cost for the EA (Enterprise Agreement) is \$92,229.64. The combined three-year total is \$276,688.92. Included in this contract are upgrades (at no additional cost) to the most current versions of Microsoft products over the life of the contract.

Funding for the first year of the contract has been appropriated in the FY 2015-16 Information Technology budget (680-1930-2265). Funding will be included in FY 2016-2017 and FY 2017-2018 budgets for the remaining two years of the contract.

Respectfully submitted,



Scott Underwood
I.T. Supervisor

Approved as to form:



Eric S. Vail
City Attorney

Fiscal Review:



Jessica A. Hurst
Deputy City Manager
Admin Svcs

Attachment(s):

1. SoftwareONE Price Itemization
2. Microsoft Licensing Agreement



Quoted by Michael Hawkins, SoftwareONE, Inc.

Phone : 858-527-8293 Email : Michael.Hawkins@softwareone.com

Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@compucom.com - Call 800-400-9852, option 2, to check status on orders.

Quoted to:	City of Hemet Scott Underwood sunderwood@cityofhemet.org 951-765-3765
Date Issued	10/21/2015
	Microsoft EA Renewal - 3 Year - Final

Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
Enterprise Products				
330	269-12442	Office Professional Plus (SA) - Platform	\$ 79.48	\$ 26,228.40
330	KV3-00353	Windows Enterprise (SA) - Platform	\$ 35.08	\$ 11,576.40
317	W06-01072	Core CAL User CAL (SA) - Platform	\$ 39.18	\$ 12,420.06
Additional Products				
1	076-01912	Project Standard (SA)	\$ 97.57	\$ 97.57
11	076-01776	Project Standard (L+SA)	\$ 209.75	\$ 2,307.25
4	P73-05898	Windows Server Standard (SA) 2-Proc	\$ 131.76	\$ 527.04
3	P73-05897	Windows Server Standard (L+SA) 2-Proc	\$ 307.51	\$ 922.53
8	P71-07282	Windows Server Datacenter (SA) 2-Proc	\$ 919.64	\$ 7,357.12
4	P71-07280	Windows Server Datacenter (L+SA) 2-Proc	\$ 2,145.78	\$ 8,583.12
1	312-02257	Exchange Server Standard (SA)	\$ 105.67	\$ 105.67
1	5HU-00216	Skype for Business Server (SA)	\$ 544.57	\$ 544.57
8	7NQ-00292	SQL Server Standard Core (SA) 2-Core License	\$ 535.58	\$ 4,284.64
4	7NQ-00302	SQL Server Standard Core (L+SA) 2-Core License	\$ 1,249.68	\$ 4,998.72
4	D87-01159	Visio Professional (SA)	\$ 83.47	\$ 333.88
15	D87-01057	Visio Professional (L+SA)	\$ 179.41	\$ 2,691.15
1	H04-00232	SharePointSvr ALNG LicSAPk MVL	\$ 2,369.52	\$ 2,369.52
150	6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	\$ 45.88	\$ 6,882.00
		Sold on the Riverside County (CCISDA/MISAC) Microsoft Enterprise Agreement		
		Please type "electronic software delivery" on your PO		
	Product-total			\$ 92,229.64
	Sub-Total			\$ 92,229.64
0	Tax	ESD - nontaxable (suggest download-only EA term)		
	Shipping			No Charge
	Total	Annual EA installment amount:		\$ 92,229.64
Prices good for 30 days		3 Year Total		\$ 276,688.92

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	51573918	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	5076333		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal Option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Hemet
Contact name* First Scott **Last** Underwood
Contact email address* sunderwood@cityofhemet.org
Street address* 445 E. Florida Ave
City* Hemet
State/Province* CA
Postal code* 92543-4209-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (951) 765-3765
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Scott Last Underwood
Contact email address* sunderwood@cityofhemet.org
Street address* 445 E. Florida Ave
City* Hemet
State/Province* CA
Postal code* 92543-4209 -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (951) 765-3765

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Scott Last Underwood
Contact email address* sunderwood@cityofhemet.org
Phone* (951) 765-3765

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State/Province* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73134	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Product Selection Form	0391432.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Hemet
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Hemet

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s) and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/Affiliate Registration Description	Enrollment/Agreement/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	5076333	X	X

Proposal ID

0391432.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	317	330	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	330
Client Access License (CAL)	
Core CAL	
Core CAL	317
Windows Desktop	
Windows Enterprise OS Upgrade	330

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	330	317	317	330

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Scott Brown, Fire Chief
Gary Thornhill, City Manager *[Signature]*

DATE: November 10, 2015

RE: FY 15 Homeland Security Award – Community Emergency Response Team (CERT)
\$11,703

RECOMMENDED ACTION:

1. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County's FY15 State Homeland Security Program (SHSP) for the Community Emergency Response Team (CERT) Program awarded to the City of Hemet Fire/EMS Department in the amount of \$11,703.

BACKGROUND:

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

ANALYSIS:

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

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

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

FISCAL IMPACT:

None, no additional matching funds are required.

Respectfully submitted,



Scott Brown
Fire Chief

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/Administrative Services



Kim Saruwatari, MPH
Emergency Management Department Director

October 21, 2015

Laura Axcell, Marie Davis
Hemet, CA

RE: FY15 State Homeland Security Program (SHSP) Award- CERT-\$11,703, EMS Tactical Response- \$30,004
Grant #: 2015-SS-00078 CFDA#: 97.067

The California Office of Emergency Services (CalOES) has approved Riverside County's FY15 State Homeland Security Program (SHSP) grant application and has authorized the commencement of expenditures and reimbursement requests. The overall performance period of this grant is October 21, 2015 – May 31, 2017. The following milestones have been set by the state for your projects:

<u>Project</u>	<u>Amount</u>	<u>Milestone Completion Date</u>
CERT	\$5,852	8/01/2016
EMS Tactical Response Eq	\$15,002	8/01/2016

Subject to pending paperwork this letter serves as authorization to begin spending and requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved projects. Riverside County OES does require you to provide a signed FY15 Grant Assurance and completed and signed Workbook Face-Sheet within 15 days of date of this letter. Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Your Agency's Financial Workbook outlining your approved spending is included on the CD provided to you.

By accepting this award it will be understood that you are agreeing to comply with all applicable federal, state and local requirements of the grant as put forth in the FY15 Grant Assurances, federal and state guidances, and all provisions of 2 CFR 200 including part F-"Audit Requirements". Performance Bonds are required for any equipment item over \$250,000 or any vehicle, aviation, or watercraft regardless of cost that is being paid for with any portion of grant funds. Federal funds cannot be awarded to any entity that has been debarred. You will be expected to provide quarter reports by January 5, April 5, July 5 and October 5 of each year for all open grants. Any funds found owed as a result of a final review or audit must be refunded to the County within 15 days upon receipt of an invoice from Riverside County EMD.

As always, please feel free to contact us with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,

Kim Dana and Laronte Groom
Administrative Services Analyst II
Riverside County EMD
951-955-0419, 951-955-8517

4210 RIVERWALK PARKWAY, SUITE 300
RIVERSIDE, CALIFORNIA 92505

T: 951.358.7100 ♦ F: 951.358.7105 ♦ WEB: WWW.RIVCOPHEPR.ORG ♦ TDD: 951.358.5124



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Scott Brown, Fire Chief
Gary Thornhill, Interim City Manager
DATE: November 10, 2015
RE: SHSP Grant for Active Shooter Incidents

RECOMMENDED ACTION:

1. Accept the grant from the State Homeland Security Program (SHSP) in the amount of \$30,004 for the period of October 21, 2015 – May 31, 2017.
2. Amend the budget in the Public Safety Grant Fund #232 to reflect the award amount of \$30,004 to cover the cost of purchasing equipment for responding to Active Shooter Incidents.

BACKGROUND:

The Hemet City Fire Department does not currently have all of the appropriate safety gear and EMS supplies that has been outlined in the Riverside County Fire Chief's Association – Operations Manual for Tactical Response to Violent Incidents. The need was identified based on FEMA's report "Fire/Emergency Medical Services Departmental Operational Considerations and Guide for Active Shooter and Mass Casualty Incidents", 9/2013.

ANALYSIS:

This grant project will allow the Fire Department to purchase the remaining needed Safety Gear and EMS equipment to safely and effectively respond to violent incidents involving Active Shooters.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The City of Hemet Fire Department is an active participant in the Riverside County regional response to incidents. The Department is currently working towards adopting a City-wide/County-wide policy for Active Shooter incident responses. Upon completion of Safety Gear and Equipment purchases the Department will be involved in County-wide & City-wide training for all Police and Fire personnel.

FISCAL IMPACT:

None, no additional matching funds are required.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. Brown", written in a cursive style.

Scott Brown
Fire Chief

Fiscal Review:

A handwritten signature in blue ink, appearing to read "Jessica A. Hurst", written in a cursive style.

Jessica A. Hurst
Deputy City Manager/Administrative Services



October 21, 2015

Laura Axcell, Marie Davis
Hemet, CA

RE: FY15 State Homeland Security Program (SHSP) Award- CERT-\$11,703, EMS Tactical Response- \$30,004
Grant #: 2015-SS-00078 CFDA#: 97.067

The California Office of Emergency Services (CalOES) has approved Riverside County's FY15 State Homeland Security Program (SHSP) grant application and has authorized the commencement of expenditures and reimbursement requests. The overall performance period of this grant is October 21, 2015 – May 31, 2017. The following milestones have been set by the state for your projects:

<u>Project</u>	<u>Amount</u>	<u>Milestone Completion Date</u>
CERT	\$5,852	8/01/2016
EMS Tactical Response Eq	\$15,002	8/01/2016

Subject to pending paperwork this letter serves as authorization to begin spending and requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved projects. Riverside County OES does require you to provide a signed FY15 Grant Assurance and completed and signed Workbook Face-Sheet within 15 days of date of this letter. Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Your Agency's Financial Workbook outlining your approved spending is included on the CD provided to you.

By accepting this award it will be understood that you are agreeing to comply with all applicable federal, state and local requirements of the grant as put forth in the FY15 Grant Assurances, federal and state guidances, and all provisions of 2 CFR 200 including part F-"Audit Requirements". Performance Bonds are required for any equipment item over \$250,000 or any vehicle, aviation, or watercraft regardless of cost that is being paid for with any portion of grant funds. Federal funds cannot be awarded to any entity that has been debarred. You will be expected to provide quarter reports by January 5, April 5, July 5 and October 5 of each year for all open grants. Any funds found owed as a result of a final review or audit must be refunded to the County within 15 days upon receipt of an invoice from Riverside County EMD.

As always, please feel free to contact us with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,

Kim Dana and Laronte Groom
Administrative Services Analyst II
Riverside County EMD
951-955-0419, 951-955-8517

RIVERSIDE COUNTY OPERATIONAL AREA (OA)

EQUIPMENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.
Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

CFDA# HSGP 97.067

LEDGER TYPE: Initial Application

Today's Date: September 9, 2015

Hemet Fire

2015-00078

Approval: Cal OES ONLY Date & Initials (Prog. REP.):

Project	Equipment Description & (Quantity)	AEL#	AEL Title	SAFECOM consult	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date	Part of a Procurement over 150k	Sole Source Involved	Hold Trigger	Approval Date	Budgeted Cost	Amount Approved Previous	Amount This Request	REIMB Request #	Total Approved	Remaining Balance
																		35,307	-	-	-	-	5,303
C	Hemet- CERT Manuals (120)	21GN-00-CCEQ	Equipment, Citizen Corps	N/A	HSGP-SHSP	EMG	Other Authorized Equipment							No	No	No hold indicated		1,567					1,567
C	Hemet- CERT Starter KITS includes: Back Pack, Hard Hat, Safety Vest, Flashlight, 12 hour night stick, whistle, noolies (100)	21GN-00-CCEQ	Equipment, Citizen Corps	N/A	HSGP-SHSP	EMG	Other Authorized Equipment							No	No	No hold indicated		3,286					3,286
C	Hemet- portable video projector, LCD	04MD-02-PROJ	Projector, Video	N/A	HSGP-SHSP	EMG	Information Technology							No	No	No hold indicated		450					450
H	FCA- Hemet- Bullet Resistant Helmets (16)	01LE-01-HLMT	Helmet, Ballistic	N/A	HSGP-SHSP	EMS-F	Personal Protective Equipment							No	No	No hold indicated		4,804					
H	FCA- Hemet- Bullet Resistant Vests with plates (16)	01LE-01-ARMR	Armor, Body	N/A	HSGP-SHSP	EMS-F	Personal Protective Equipment							No	No	No hold indicated		23,000					
H	FCA- Hemet- Carry Cases for Equipment (16)	19GN-00-BGPK	Bags/Packs	N/A	HSGP-SHSP	EMS-F	Logistical Support Equipment							No	No	No hold indicated		1,700					
H	FCA- Hemet- Tactical EMS Bag (4)	19GN-00-BGPK	Bags/Packs	N/A	HSGP-SHSP	EMS-F	Logistical Support Equipment							No	No	No hold indicated		500					



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Scott Brown, Fire Chief
Gary Thornhill, City Manager *[Signature]*

DATE: November 10, 2015

RE: FY 2015 Emergency Management Performance Grant (EMPG) Award –\$20,265 to the City of Hemet Fire/EMS Department

RECOMMENDED ACTION:

1. Accept the grant approved by the California Office of Emergency (CalOES) for the Riverside County's FY 15 Emergency Management Performance Grant Program in the amount of \$20,265.
2. Approve expenditure of funds to purchase supplies and equipment, and to fund the current Emergency Services Coordinator (50% of the salary to support the Hemet Fire/EMS Department program).

BACKGROUND:

This is an annual appropriations grant through the California Office of Emergency Services (CalOES) appropriated through Riverside County's Emergency Services Grant Program. The grant funding is to be matched through the current adopted 2015/16 budget for Emergency Services.

ANALYSIS:

This grant project will benefit the City of Hemet by covering a portion of the cost associated with the operations of the Emergency Operations Center and the salary of the Emergency Services Coordinator.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Effectively execute updated emergency operations plans, satisfy the emergency responders and policy makers with the plans and disaster responses.

FISCAL IMPACT:

Matching funds of \$20,265 already allocated through the adopted 2015/16 Emergency Services budget (680-3500).

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'S. Brown'.

Scott Brown
Fire Chief

Fiscal Review:

A handwritten signature in blue ink, appearing to be 'Jessica A. Hurst'.

Jessica A. Hurst
Deputy City Manager/Administrative Services



Kim Saruwatari, MPH
Emergency Management Department Director

October 7, 2015

City of Hemet
Marie Davis, Scott Brown
Hemet, CA

RE: FY15 Emergency Management Performance Grant Program (EMPG) Award - \$20,265
Grant #2015-0049 CFDA#: 97.042

The California Office of Emergency Services (CalOES) has approved Riverside County's FY15 Emergency Management Performance Grant Program (EMPG) application and has authorized the commencement of reimbursement requests. The performance period of this grant is **July 1, 2015 (for personnel and services) 10/5/15 (for equipment) – April 30, 2016**. All **final reimbursement requests** are due no later than **May 10, 2016**.

Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Some of your projects may require these additional approvals. It is your Agency's responsibility to obtain all additional approvals prior to expending the funds. Your Agency will also be responsible for providing all necessary documentation for reimbursements. If you are purchasing maintenance agreements, upgrades, service fees, etc. for your equipment or continuation of a service it is your responsibility to provide proof that these costs follow the guidelines of the grant. Your Agency's Financial Workbook is being provided to you via email along with a copy of this letter. Please have the Grant Assurances read, signed and dated by your authorized agent in blue ink and return to me. Reimbursements will not be processed without these. Keep in mind that this grant has a **dollar-for-dollar match** requirement.

By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY15 EMPG Grant Assurances, the State Supplemental Guidance, the Federal Guidance, the Federal Single Audit Act of 1984 and amendment of 1996, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended.

As always, please feel free to contact me with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,

Kim Dana and Laronte Groom
Administrative Services Analyst II
Riverside County EMD
951-955-0419 – 951-955-8517

4210 RIVERWALK PARKWAY, SUITE 300
RIVERSIDE, CALIFORNIA 92505

T: 951.358.7100 ♦ F: 951.358.7105 ♦ WEB: WWW.RIVCOPHEPR.ORG ♦ TDD: 951.358.5124



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

DATE: November 10, 2015

RE: Quarterly Budget Update – As of September 30, 2015

RECOMMENDATION:

Receive and file.

BACKGROUND:

In an effort to more closely monitor the progress of the City of Hemet's financial situation, the City Council directed staff to present quarterly reports of revenues and expenditures. Since the start of fiscal year 2015-2016, many efforts have been made that will result in a substantial improvement to the City's financial condition. On October 13, 2015, the City Council was presented with a 5-year financial plan which outlines a path to achieve a balanced General Fund budget by fiscal year 2019-2020. Pivotal to this plan is the action taken by Council to reduce the impact of retiree medical costs citywide through wind-down of the two highest costing medical plans. Through September 30, 2015, the City has seen a 62% transition of retirees from this plan to more cost-effective plans. In order to achieve the goals of the 5-year financial plan, the City management team continues to closely monitor spending and actively explore options for revenue enhancement.

The attached fiscal year 2015-2016 quarterly budget activity reports reflect unaudited revenue and expenditure activity through September 30, 2015 for all funds. Total amounts include revenue collected and funds expended through the quarter ending date. While the City is one-quarter of the way through the fiscal year, revenues and expenditures may not be at 25% for many reasons. Most noticeably the two largest funds of the City, the General Fund and Water Enterprise Fund, are tracking below this threshold in the first quarter of the fiscal year.

The General Fund has collected 14.32% of revenues budgeted through the end of the first quarter. This amount is typical as the majority of General Fund revenues collected through property taxes are received in the second half of the fiscal year and sales tax revenues are generally received two months in arrears.

General Fund expenditures are slightly lower than expected through the end of the first quarter at 21.49%. This is due to many factors including staff vacancies and careful monitoring of contracts

and other costs within the departments.

The Water Fund has collected 18.28% of budgeted revenues through September 30, 2015, slightly less than anticipated. This is likely due to continued community conservation efforts and the new water rate structure effective date of October 1.

The Water Fund has expended only 11.69% of budgeted appropriations through the end of the first quarter, due in part to staff vacancies and lower than anticipated costs related to ground water management.

FISCAL IMPACT:

None.

Respectfully submitted,



Jessica A. Hurst

Deputy City Manager/Admin. Services

Attachments:

1. General Fund – Revenue and Expenditure Report
2. Non-General Fund – Revenue and Expense Report

**CITY OF HEMET
GENERAL FUND - REVENUE AND EXPENDITURE REPORT
AS OF SEPTEMBER 30, 2015**

	Adjusted Budget	Year to Date Actual	% of Budget Rcvd / Used	% of Budget Remaining
<u>REVENUE SUMMARY</u>				
GENERAL ADMIN	1,033,100	258,275	25.00%	75.00%
PROPERTY TAXES (includes VLF)	10,760,000	234,346	2.18%	97.82%
SALES TAXES	12,160,000	766,165	6.30%	93.70%
OTHER TAXES & FEES	6,380,400	1,360,165	21.32%	78.68%
LICENSES & PERMITS	67,500	12,231	18.12%	81.88%
FINES & FORFEITURES	143,200	13,598	9.50%	90.50%
USE OF MONEY & PROPERTY	267,500	18,804	7.03%	92.97%
INTERGOVERNMENTAL	655,700	6,882	1.05%	98.95%
CHARGES FOR SERVICES	474,900	114,913	24.20%	75.80%
OTHER FINANCING SOURCES	1,717,300	552,342	32.16%	67.84%
COMMUNITY DEVELOPMENT	2,044,700	511,466	25.01%	74.99%
TRANSFERS IN	210,000	0	0.00%	100.00%
TOTAL REVENUE	35,914,300	3,849,187	14.32%	85.68%
<u>EXPENDITURE SUMMARY</u>				
CITY COUNCIL	324,000	65,016	20.07%	79.93%
CITY MANAGER	902,000	135,431	15.01%	84.99%
CITY CLERK	282,800	55,782	19.72%	80.28%
FINANCE	1,165,853	283,245	24.30%	75.70%
CITY TREASURER	31,100	6,351	20.42%	79.58%
HUMAN RESOURCES	677,220	173,423	25.61%	74.39%
POLICE DEPARTMENT	19,129,615	4,537,817	23.72%	76.28%
FIRE DEPARTMENT	10,598,997	2,685,927	25.34%	74.66%
ANIMAL REGULATION	230,000	42,082	18.30%	81.70%
PARKS	1,003,548	218,556	21.78%	78.22%
LIBRARY / LITERACY / SIMPSON CENTER	1,493,000	351,663	23.55%	76.45%
PLANNING	1,147,014	254,008	22.15%	77.85%
HOUSING	96,000	2,880	3.00%	97.00%
BUILDING	1,201,097	255,491	21.27%	78.73%
CODE COMPLIANCE	852,650	188,118	22.06%	77.94%
ENGINEERING	1,095,258	276,689	25.26%	74.74%
ECONOMIC DEVELOPMENT	357,970	111,628	31.18%	68.82%
TRANSFERS OUT	510,000	122,670	24.05%	75.95%
TOTAL EXPENDITURES	41,098,121	9,766,777	21.49%	78.51%

**CITY OF HEMET
NON-GENERAL FUND - REVENUE AND EXPENSE REPORT
AS OF SEPTEMBER 30, 2015**

REVENUE SUMMARY

EXPENDITURE SUMMARY

	Adjusted Budget	Year to Date Actual	% of Budget Remaining	Adjusted Budget	Year to Date Actual	% of Budget Remaining
SPECIAL REVENUE FUNDS						
130 PUBLIC SAFETY TOWING	65,300	12,672	80.59%	66,362	30,909	53.42%
221 GAX TAX	1,746,500	149,922	91.42%	3,086,886	558,511	81.91%
222 MEASURE A	1,442,000	36	100.00%	3,594,520	266,975	92.57%
224 AQMD	256,000	0	100.00%	143,574	0	100.00%
231 ASSET FORFEITURE	0	0	0.00%	0	0	0.00%
234 PUBLIC SAFETY CFD	512,000	0	100.00%	404,600	136,818	66.18%
241 GENERAL PLAN	31,000	7,800	74.84%	40,000	0	100.00%
254 STORM DRAIN/SEWER	3,464,000	588,367	83.01%	3,677,219	507,190	86.21%
788 HEARTLAND BOND	850,000	0	100.00%	738,525	4,400	99.40%
TOTAL SPECIAL REVENUES	8,366,800	758,797		11,751,686	1,504,804	
DEVELOPMENT IMPACT FEE FUNDS:						
315 PUBLIC MEETINGS FACILITIES	2,000	0	100.00%	0	0	0.00%
316 GENERAL FACILITIES	114,000	20,280	82.21%	0	0	0.00%
326 FLOOD CONTROL	212,000	50,628	76.12%	1,268,309	38,371	96.97%
329 BRIDGES/STREETS	330,000	377,834	-14.50%	430,509	0	100.00%
331 LAW ENFORCEMENT	52,800	12,246	76.81%	4,188	0	100.00%
332 FIRE FACILITIES	100,000	14,560	85.44%	123,772	3,208	97.41%
361 PARK DEVELOPMENT	140,000	37,778	73.02%	150,000	0	100.00%
362 VALLEY WIDE DVL	27,000	7,358	72.75%	0	0	0.00%
363 LIBRARY FACILITIES	80,000	19,110	76.11%	150,063	29,642	80.25%
370 CAPITAL PROJECTS FUND	470,000	117,501	75.00%	487,443	8,324	98.29%
375 CITY EMERGENCY / DISASTER FUND	0	0	0.00%	0	0	0.00%
TOTAL IMPACT FEE FUNDS	1,527,800	657,295		2,614,283	79,545	
ENTERPRISE FUND:						
571 WATER	10,239,300	1,871,953	81.72%	14,696,876	1,715,439	88.33%
TOTAL ENTERPRISE FUND	10,239,300	1,871,953		14,696,876	1,715,439	
ASSESSMENT DISTRICT FUNDS:						
225 L&LMD	1,900,562	1,040	99.95%	2,025,936	311,918	84.60%
227 LIGHTING DIST POST 218	293,128	0	100.00%	276,732	40,363	85.41%
228 LANDSCAPE DIST POST 218	1,454,163	0	100.00%	1,543,144	244,105	84.18%
TOTAL ASSESSMENT DISTRICT	3,647,853	1,040		3,845,811	596,385	
INTERNAL SERVICE FUNDS:						
680 ADMINISTRATIVE SERVICES	2,229,300	553,911	75.15%	2,246,302	440,757	80.38%
684 VEHICLE MAINTENANCE	1,360,500	340,119	75.00%	1,372,378	343,537	74.97%
685 FACILITIES MAINTENANCE	1,559,900	390,007	75.00%	2,290,476	561,604	75.48%
686 PW ADMINISTRATION	1,035,900	329,548	68.19%	1,112,748	246,263	77.87%
681 WORKERS COMP	2,115,900	528,975	75.00%	2,115,900	1,853,792	12.39%
682 MEDICAL/DENTAL	350,000	68,953	80.30%	350,000	77,515	77.85%
683 LIABILITY FUND	915,900	239,155	73.89%	915,900	393,015	57.09%
380 EQUIPMENT REPLACEMENT	685,900	166,079	75.79%	1,880,000	771,670	58.95%
689 OPEB	4,159,700	1,043,636	74.91%	4,159,700	941,402	77.37%
690 UNEMPLOYMENT BENEFITS	0	0	0.00%	0	10,876	0.00%
691 CITY ATTORNEY ALLOCATION	1,200,000	299,997	75.00%	1,200,000	246,909	79.42%
TOTAL INTERNAL SERVICE	15,613,000	3,960,379		17,643,404	5,887,339	
GRANT FUNDS						
240 CDBG	737,698	198,335	73.11%	823,911	94,162	88.57%
245 CalHome	0	0	0.00%	35,985	48,427	-34.58%
246 HOME	1,500	0	100.00%	0	0	0.00%
232 PUBLIC SAFETY GRANTS	140,600	79,950	43.14%	136,600	57,950	57.58%
236 COPS /AB 3229	0	37,097	0.00%	6,970	3,658	47.52%
237 LLEBG	0	0	0.00%	0	0	0.00%
247 NSP GRANT	0	5,750	0.00%	0	2,807	0.00%
260 INDIAN GAMING GRANTS	0	0	0.00%	273,769	260,000	5.03%
TOTAL GRANT FUNDS	879,798	321,133		1,277,235	467,004	

*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: Kristen Jensen, Public Works Director
Gary Thornhill, Interim City Manager

DATE: November 10, 2015

RE: Supplemental Appropriation - 250 E. Meier Demolition and Abatement

RECOMMENDATION:

1. Approve supplemental appropriation in account number 683-2200-2400 (Liability Insurance-Contracts) in the amount of \$254,000.
2. Authorize the Interim City Manager to negotiate a contract with the lowest responsible bidder for demolition / hazardous substance abatement services not to exceed \$750,000, and to execute and administer the contract to completion.

BACKGROUND:

On September 7, 2015, a large fire of unknown cause burned and destroyed real property located at 250 E. Meier, commonly known as the "Potato Shed," that is owned by the City of Hemet. The property, a City Building Official and an independent engineering and construction firm, had previous found to have serious structural deficiencies, as a result of the fire, is now severely structurally unsound and at risk of imminent collapse. Even more, in August, 2015, the property tested positive for asbestos and elevated lead levels. Following the fire, the property has increased potential for lead and asbestos- contaminated water run-off and for asbestos particles to become airborne. Despite the City's best efforts to keep the property fenced, transient persons have continuously tried and succeeded in entering the property.

On September 22, 2015, the City Council adopted Resolution No. 4646 declaring an emergency exists and the Potato Shed poses an imminent threat to the public's health and welfare requiring immediate action. The Council also approved an appropriation in the amount of \$546,000 for the demolition and abatement of the Potato Shed, directed the Interim City Manager to request quotes from three qualified contractors to provide the necessary demolition and abatement services, and authorized the Interim City Manager to negotiate a contract with the most qualified vendor not to exceed \$500,000.

On November 3, 2015, the City opened the bids received for the required demolition and abatement services. All three bids were substantially higher than the amount appropriated by the Council for the work. The three bids came in at \$619,118, \$697,800, and \$723,128. These bid results are higher than \$500,000 project cost staff initially anticipated, as work tasks were expanded to ensure that, at completion of the project, the property will be cleared of all above/ below ground building materials and debris and be will be rough graded by the contractor.

ANALYSIS:

A supplemental appropriation and increase in the Interim City Manager's signing authority is necessary to commence the necessary demolition and abatement work at the Potato Shed. City staff is in the process of evaluating the bids received and determining whether the contractors are qualified and responsible to perform the required services. Due to the bids being significantly higher than anticipated, City staff is requesting a supplemental appropriation in the amount of \$254,000 which will result in a total appropriation amount for this project of \$800,000. This amount reflects the highest bid that was received plus an approximately 10% contingency. In addition, City staff is requesting that the Interim City Manager's authority to sign an agreement with the contractor that is selected be increased to \$750,000.

City staff believes that the ultimate contract that is negotiated and the total project costs will be well below the amount of the appropriation and signing authority requested. Due to the emergency situation that exists at the Potato Shed, it is imperative that the Interim City Manager be able to negotiate and execute an agreement for these services as soon as possible. One of the primary risks this property poses is contaminated runoff entering the storm drains during rain events, and this risk only increases as we get closer to winter. Furthermore, the City Council will not be meeting again until December, and waiting to obtain a supplemental appropriation and increase in signing authority until that meeting will unnecessarily delay the work and result in the prolonged existence of a condition that poses imminent risk to the public health. Therefore, because staff is still diligently working on evaluating the bids and determining which bidder is most qualified to perform the work and it cannot be said with certainty at this time that the lowest bidder is responsible and qualified, City staff is requesting appropriation and signing authority amounts that will allow the City to contract with any one of the three bidders, even though it is staff's intention to contract with the lowest responsible bidder.

FISCAL IMPACT:

The recommended action will require an increased appropriation in account number 683-2200-2400 (Liability Insurance-Contracts) in the amount of \$254,000. The City has filed a claim with its property insurance carrier for potential reimbursement of damage to the property and costs of demolition or remediation. Any insurance proceeds will be used to offset the cost of demolition and remediation of the site.

Respectfully submitted,

Handwritten signature of Kristen Jensen in blue ink, including the initials "KJensen" and "gmc".

Kristen Jensen
Public Works Director

Fiscal review:

Handwritten signature of Jessica Hurst in blue ink, including the name "Jessica Hurst".

Jessica Hurst
Deputy City Manager
Admin Services

Approved as to form:

Handwritten signature of Eric S. Vail in blue ink, including the initials "ESV" and "gmc".

Eric S. Vail
City Attorney



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Interim ACM/Chief of Police; Gary Thornhill, Interim City Manager

DATE: November 10, 2015

RE: **Western Riverside Council of Governments (WRCOG) "BEYOND Framework Fund" Concept Proposals**

RECOMMENDATION:

That the City Council:

Consider and discuss the "BEYOND Framework Fund" project proposals outlined by staff and provide direction to staff regarding project priorities for submission to WRCOG.

BACKGROUND:

In June, 2015, the Western Riverside Council of Governments (WRCOG) Executive Committee allocated \$1.8 million to fund Round No. 1 of the BEYOND Program, a new local assistance funding program. The stated purpose of the program is to *"help member agencies develop and implement plans and programs that can improve quality of life in Western Riverside County by addressing critical growth components such as economic development, water, education, environment, energy, health, and transportation."* The applications for funding are required to address one or more of the goals contained in the WRCOG Economic Development and Sustainability Framework regarding these overall categories.

On October 27, 2015, the City of Hemet received an email from the Western Riverside Council of Governments calling for Concept Proposals for the BEYOND Framework Fund Program. Based on the member agency funding allocation formula, the City of Hemet was allocated \$86,597.00. Each member agency is required to submit one or more "concept proposals" in the next week. The concept proposal applications must be consistent with the Program Guidelines, and cannot exceed the funding allocation for each jurisdiction. Once the Concept Proposal is approved by WRCOG, a complete description and application is required to be submitted by December 18, 2015. The distribution of the funding to the jurisdictions will commence in January 2016, and will be through a reimbursement process as tasks are completed. The jurisdiction has 18 months to complete the approved projects.

DISCUSSION/ANALYSIS:

In an effort to reduce long-term burden on the city's general fund, staff programmed this anticipated revenue into the 5-year Financial Plan presented to city council on October 13, 2015. It is recommended that the city council authorize staff to submit a BEYOND Program project proposal in support of the Downtown Specific Plan project already underway. This will allow the

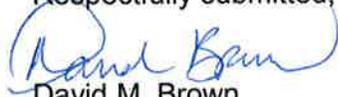
BEYOND Framework Fund, SR, page 2

City to submit for reimbursement for general fund expenditures related to the Downtown Specific Plan up to \$86,597.00. The Downtown SP meets the eligibility criteria for the funding.

FISCAL IMPACT:

This grant will result in a net savings to the general fund of \$86,597.00. There is no local match requirement.

Respectfully submitted,



David M. Brown
Interim ACM/Chief of Police

Fiscal Review:



Jessica A. Hurst
DCM/Admin Services Director