



**SPECIAL MEETING OF THE  
CANYON LAKE CITY COUNCIL  
Thursday, April 20, 2017  
Open Session – 12:00 P.M.**

**City Council Chambers  
31516 Railroad Canyon Road  
Canyon Lake, CA 92587**

**Council member Greene will participate from:  
20395 CA Road  
Shepherd, Montana 59079  
(406) 947-2058**

**OPEN SESSION – 12:00 P.M.**

1. **Call Open Session to Order**
2. **Flag Salute**
3. **Roll Call:** Council Members Bonner, Ehrenkranz, Greene, Mayor Pro Tem Warren, Mayor Haggerty
4. **Approval of City Council Agenda**
5. **Public Comments** – Any person wishing to address the City Council on any matter on this agenda, is asked to complete a “Speaker Request Form” available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda.
6. **Business Items**
  - 6.1 **Fire Agreement: A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF CANYON LAKE - Review and approve form of agreement and authorize the City Manager to execute the Agreement** D[ "3%
  - 6.2 **Pending Legislation: Authorize the Mayor to Draft and Sign a Letter in Opposition to State Assembly Bill 1250 regarding restricting on contracting for services** D[ "3%
  - 6.3 **Update on City Council Reimbursements and presentation of draft Policy for consideration with the budget** D[ "41

**7. Announcements**

The next regular City Council meeting is scheduled for **May 3, 2017 at 6:30 p.m. for Open Session.**

**8. Adjournment**

**VISION STATEMENT**

The vision of the City of Canyon Lake is to be a City that provides a quality of life that makes Canyon Lake the premier place to live in Southern California.

**ATTENTION RESIDENTS:**

Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at [www.cityofcanyonlake.org](http://www.cityofcanyonlake.org) once the agenda has been publicly posted. Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting. It is the intention of the City of Canyon Lake to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or participant at this meeting, you will need special assistance beyond what is normally provided, the City of Canyon Lake will attempt to accommodate you in every reasonable manner. Please contact Ariel M. Hall, City Clerk, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

**April 20, 2017 Special City Council Meeting**

**STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS. AFFIDAVIT OF POSTING  
CITY OF CANYON LAKE }**

**I, Stephanie N. Hunter, being duly sworn, depose and say that I am the duly appointed and qualified Office Specialist of the City of Canyon Lake and that on April 19, 2017 before the hour of 12:00 p.m., I caused the above notice to be posted as required by Resolution 2015-36 of the City Council of the City of Canyon Lake.**

**Stephanie N. Hunter  
Office Specialist**

**City of Canyon Lake  
City Council  
Staff Report**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Aaron Palmer, City Manager

**DATE:** April 20, 2017

**SUBJECT:** Review and approve form of Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Canyon Lake, and authorize the City Manager to execute the Agreement

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**Recommendation**

For the City Council to approve form of Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Canyon Lake, and authorize the City Manager to execute the Agreement.

**Background**

With Fire Station 60 closed, the City currently receives Fire and EMS services through a cost sharing agreement with the cities of Lake Elsinore, Menifee and the County of Riverside. This agreement expires on June 30, 2017. Riverside County has entered into a one year agreement with the City of Calimesa to staff their fire station with a 2-person engine company, one of those being a paramedic. At the six-month mark of the contract, the City is to notify the County if they desire to enter into another fire services agreement with the requirement that the City will increase staffing to a 3-person engine company with one person being a paramedic if the contract is extended.

At the December 13<sup>th</sup>, 2016, the Board of Supervisors for Riverside County, approved a resolution authorizing the County to enter into a one year agreement for Fire Services with the City of Canyon Lake with same language that exists in the Calimesa agreement.

The City Council's desire to open Station 60 with a paramedic is met with this agreement.

**Fiscal Impact**

The estimated fiscal responsibility for the City of Canyon Lake is \$1,278,433 for the twelve-month period of July 1, 2017 through June 30, 2017.

**Attachments**

1. Fire Services Contract between City of Calimesa and Riverside County **Pg. 5**
2. Draft Fire Contract for the City of Canyon Lake **Pg. 21**
3. Riverside County cost proposal to staff Station 60 for FY 17/18 **Pg. 29**



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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of January, 2017, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Calimesa, a California municipal corporation, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

**SECTION I: PURPOSE**

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, fire prevention, technical rescue, hazardous materials response, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55600 et seq., and will provide a unified, cooperative, integrated, and effective regional fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

**SECTION II: DESIGNATION OF FIRE CHIEF**

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

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

Cooperative Fire Agreement  
City of Calimesa  
January 1, 2017 to December, 31, 2017  
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SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service based upon the service level of a 2 person engine company (career full-time personnel) with one person being a jointly qualified firefighter paramedic as set forth in Exhibit "A" for the duration of the contract period of one (1) year ending December 31, 2017. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase in services during the term is approved by COUNTY. CITY expressly acknowledges that COUNTY is permitting this reduced service level of a 2 person engine company under its minimum staffing level of a three-firefighter unit per fire station with one person being a paramedic for no more than the one (1) year term of this agreement. CITY further acknowledges and agrees that any successor fire services agreement between the parties beginning January 1, 2018 will be at level of a three-firefighter unit (career full-time personnel) per fire station with one person being a jointly qualified firefighter paramedic and CITY will appropriate a fiscal year budget accordingly.

B. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

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

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

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

supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

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

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

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

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from January 1, 2017, to December 31, 2017.

B. Six (6) months prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services at the current COUNTY authorized minimum staffing level of a three-firefighter unit (career full-time personnel) per fire station with one person being a jointly qualified firefighter paramedic, stand up its own fire department or make other arrangements for fire service.

SECTION V: TERMINATION

During the terms of this Agreement, The Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

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

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City of Calimesa  
January 1, 2017 to December, 31, 2017  
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SECTION VII: MUTUAL AID

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

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

SECTION VIII: SUPPRESSION COST RECOVERY

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

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

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

SECTION IX: PROPERTY ACCOUNTING

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

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Calimesa from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at

CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

**SECTION XI: INDEMNIFICATION AND HOLD HARMLESS**

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

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

**SECTION XII: AUDIT**

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other

party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

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

### SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4<sup>th</sup> 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

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

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

CITY OF CALIMESA  
City Manager  
City of Calimesa

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

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services. More specifically, this agreement cancels and supersedes the COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL AID FOR THE CITY OF CALIMESA dated March 21, 2001 and any amendments thereto.

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Cooperative Fire Agreement  
City of Calimesa  
January 1, 2017 to December, 31, 2017  
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[Signature Provisions on following page]

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

Dated: \_\_\_\_\_

CITY OF CALIMESA

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_

County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)

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City of Calimesa  
January 1, 2017 to December, 31, 2017  
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EXHIBIT "A"  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF CALIMESA  
ESTIMATE DATED JANUARY 11, 2017 FOR FY 2016/2017 AND 2017/2018

**CITY BUDGETED EXHIBIT "A" ESTIMATES**

FISCAL YEAR 2016/2017 (January 20, 2017 to June 30, 2017)	\$710,753
FISCAL YEAR 2017/2018 (July 1, 2016 to December 31, 2017)	<u>\$726,850</u>
TOTAL CITY BUDEGET <b>ESTIMATES</b> FOR 2016/2017 AND 2017/2018	\$1,437,603

FY 2017 COST ESTIMATE  
FOR THE CITY OF CALIMESA  
DATED JANUARY 11, 2017 FOR FY 2016/2017 (JAN TO JUNE 2017)

	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S MEDICS	TOTALS
<b>STA #21</b>					
Engine	99,641 1.0	85,704 1.0	96,187 1.0	0 0.0 168,925 2.0	450,457 5.0
SUBTOTALS	99,641	85,704	96,187	0 168,925	450,457
SUBTOTAL STAFF	1	1	1	0 2	5
 <b>ESTIMATED SUPPORT SERVICES (adjusted to 6 months)</b>					
Administrative/Operational			19,687	per assigned Staff **	51,875 5.27
Volunteer Program			8,700	Per Entity Allocation	4,350 1.0
Medic Program				Medic FTE/Defib Basis	12,149 3.0
Battalion Chief Support			63,244	.27 FTE per Station	31,622 1.0
Fleet Support			51,547	per Fire Suppression Equip	25,774 1.0
ECC Support				Calls/Station Basis	25,268
Comm/IT Support				Calls/Station Basis	40,531
Hazmat Support					5,070
SUPPORT SERVICES SUBTOTAL					196,639
 <b>ESTIMATED DIRECT CHARGES (includes one-time ALS startup costs \$45,000)</b>					
FIRE ENGINE USE AGREEMENT			25,331	each engine	12,666 1
TOTAL STAFF COUNT					5.27
TOTAL <b>ESTIMATED</b> CITY BUDGET					\$710,753

**SUPPORT SERVICES**

Administrative & Operational Services  
Finance  
Training  
Data Processing  
Accounting  
Personnel

Procurement  
Emergency Services  
Fire Fighting Equip.  
Office Supplies/Equip.

5.0 Assigned Staff  
0.27 Battalion Chief Support  
\*\* 5.27 Total Assigned Staff  
1 Fire Stations  
1,258 Number of Calls  
3 Assigned Medic FTE  
1 Monitors/Defibs  
1 Hazmat Stations  
4 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

**FY 16/17 ESTIMATED POSITION SALARIES TOP STEP**

298,265	DEPUTY CHIEF	25,331	FIRE ENGINE
294,266	DIV CHIEF	19,687	SRVDEL
237,083	BAT CHIEF	8,700	VOL DEL
199,282	CAPT	7,474	MEDIC FTE
222,230	CAPT MEDIC	1,876	MEDIC MONITORS/DEFIBS REPLACEMENT
171,409	ENG	63,244	BATT DEL
192,374	ENG/MEDIC	15,967	ECC STATION
153,697	FF II	27.48	ECC CALLS
168,925	FF II/MEDIC	51,547	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	25,609	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	44.08	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,150	FACILITY STATION
71,843	OFFICE ASSISTANT III	578.31	FACILITY FTE
72,531	SECRETARY I	3,912	HAZMAT STATION
		1,095.48	HAZMAT CALLS
		1,845	HAZMAT VEHICLE REPLACEMENT

**FY 16/17 DIRECT BILL ACCOUNT CODES**

520230 Cellular Phone  
 520300 Pager Service  
 520320 Telephone Service  
 520800 Household Expense  
 520805 Appliances  
 520815 Cleaning and Custodial Supp  
 520830 Laundry Services  
 520840 Household Furnishings  
 520845 Trash  
 521380 Maint-Copier Machines  
 521440 Maint-Kitchen Equipment  
 521540 Maint-Office Equipment  
 521600 Maint-Service Contracts  
 521660 Maint-Telephone  
 521680 Maint-Underground Tanks  
 522310 Maint-Building and Improvement  
 522360 Maint-Extermination  
 522860 Medical-Dental Supplies  
 522870 Other Medical Care Materials  
 522890 Pharmaceuticals  
 523220 Licenses And Permits  
 523680 Office Equip Non Fixed Assets  
 526700 Rent-Lease Bldgs  
 526940 Locks/Keys  
 527280 Awards/Recognition  
 529500 Electricity  
 529510 Heating Fuel  
 529550 Water  
 537240 Interfnd Exp-Utilities  
 542060 Improvements-Building

FY 2018 COST ESTIMATE  
FOR THE CITY OF CALIMESA  
DATED JANUARY 11, 2017 FOR FY 2017/2018 (JUNE TO DEC 2017)

	CAPTAIN'S	CAPTAIN'S	ENGINEER'S	ENGINEER	FF II'S	FF II	TOTALS
		MEDICS		MEDICS		MEDICS	
<b>STA #21</b>							
Engine	109,239	1.0	95,388	1.0	106,582	1.0	0 0.0 186,581 2.0 497,789 5.0
SUBTOTALS	109,239	0	95,388	106,582	0	186,581	497,789
SUBTOTAL STAFF	1	0	1	1	0	2	5
<b>ESTIMATED SUPPORT SERVICES (adjusted to 6 months)</b>							
Administrative/Operational				21,065	per assigned Staff **		55,507 5.27
Volunteer Program				9,309	Per Entity Allocation		4,655 1.0
Medic Program					Medic FTE/Defib Basis		12,999 3.0
Battalion Chief Support				67,671	.27 FTE per Station		33,836 1.0
Fleet Support				55,155	per Fire Suppression Equip		27,578 1.0
ECC Support					Calls/Station Basis		27,037
Comm/IT Support					Calls/Station Basis		43,368
Hazmat Support							5,424
SUPPORT SERVICES SUBTOTAL							210,403
<b>ESTIMATED DIRECT CHARGES</b>							
FIRE ENGINE USE AGREEMENT				25,331	each engine		5,992 12,666 1
TOTAL STAFF COUNT							5.27
TOTAL ESTIMATED CITY BUDGET							\$726,850

**SUPPORT SERVICES**

Administrative & Operational Services				5.0	Assigned Staff
Finance				0.27	Battalion Chief Support
Training		Procurement	**	5.27	Total Assigned Staff
Data Processing		Emergency Services			
Accounting		Fire Fighting Equip.		1	Fire Stations
Personnel		Office Supplies/Equip.		1,258	Number of Calls
				3	Assigned Medic FTE
				1	Monitors/Defibs
				1	Hazmat Stations
				4	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

**FY 17/18 ESTIMATED POSITION SALARIES TOP STEP**

314,682	DEPUTY CHIEF	25,331	FIRE ENGINE
310,452	DIV CHIEF	21,065	SRVDEL
262,010	BAT CHIEF	9,309	VOL DEL
218,477	CAPT	7,997	MEDIC FTE
243,219	CAPT MEDIC	2,007	MEDIC MONITORS/DEFIBS REPLACEMENT
190,775	ENG	67,671	BATT DEL
213,163	ENG/MEDIC	17,085	ECC STATION
166,827	FF II	29,40	ECC CALLS
186,581	FF II/MEDIC	55,155	FLEET SUPPORT
157,283	FIRE SAFETY SUPERVISOR	27,402	COMM/IT STATION
150,781	FIRE SAFETY SPECIALIST	47.17	COMM/IT CALLS
130,720	FIRE SYSTEMS INSPECTOR	2,301	FACILITY STATION
76,958	OFFICE ASSISTANT III	618.79	FACILITY FTE
77,695	SECRETARY I	4,186	HAZMAT STATION
		1,172.16	HAZMAT CALLS
		1,974	HAZMAT VEHICLE REPLACEMENT

**FY 17/18 DIRECT BILL ACCOUNT CODES**

520230 Cellular Phone  
 520300 Pager Service  
 520320 Telephone Service  
 520800 Household Expense  
 520805 Appliances  
 520815 Cleaning and Custodial Supp  
 520830 Laundry Services  
 520840 Household Furnishings  
 520845 Trash  
 521380 Maint-Copier Machines  
 521440 Maint-Kitchen Equipment  
 521540 Maint-Office Equipment  
 521600 Maint-Service Contracts  
 521660 Maint-Telephone  
 521680 Maint-Underground Tanks  
 522310 Maint-Building and Improvement  
 522360 Maint-Extermination  
 522860 Medical-Dental Supplies  
 522870 Other Medical Care Materials  
 522890 Pharmaceuticals  
 523220 Licenses And Permits  
 523680 Office Equip Non Fixed Assets  
 526700 Rent-Lease Bldgs  
 526940 Locks/Keys  
 527280 Awards/Recognition  
 529500 Electricity  
 529510 Heating Fuel  
 529550 Water  
 537240 Interfrnd Exp-Utilities  
 542060 Improvements-Building

**EXHIBIT "C"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF CALIMESA  
DATED DECEMBER 14, 2016**

**PAYMENT FOR SERVICES  
ADDITIONAL SERVICES  
FIRE ENGINE USE AGREEMENT**

Station 21

Engine E21 , RCO No. 05-800 \$ 25,331.00

**\$ 25,331.00**

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the

fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of April, 2017, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Canyon Lake, a California municipal corporation, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement) with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, fire prevention, technical rescue, hazardous materials response, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55600 et seq., and will provide a unified, cooperative, integrated, and effective regional fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

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

B. COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service based upon the service level of a 2person engine company (career full-time personnel) with one person being a jointly qualified firefighter paramedic as set forth in Exhibit "A" for the duration of the contract period of one (1) year beginning July 1, 2017 and ending June 30, 2018. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested COUNTY approves increase in services during the term. CITY expressly acknowledges that COUNTY is permitting this reduced service level of a 2 person engine company under its minimum staffing level of a three-firefighter unit per fire station with one person being a paramedic for no more than the one (1) year term of this agreement. CITY further acknowledges and agrees that any successor fire services agreement between the parties beginning July 1, 2018 will be at level of a three-firefighter unit (career fulltime personnel) per fire station with one person being

a jointly qualified firefighter paramedic and CITY will appropriate a fiscal year budget accordingly.

B. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

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

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

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

F.  (Check only if applicable, and please initial to acknowledge)

Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services and applicable fire tax credits.

G.  (Check only if applicable, and please initial to acknowledge)

Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

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

#### SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2017, to June 30, 2018.

B. Six (6) months prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services

at the current COUNTY authorized minimum staffing level of a three-firefighter unit (career full-time personnel) per fire station with one person being a jointly qualified firefighter paramedic, stand up its own fire department or make other arrangements for fire service. City and County may agree to extend this time through their designated representatives.

#### SECTION V: TERMINATION

During the terms of this Agreement, The Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

#### SECTION VI: COOPERATIVE OPERATIONS

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

#### SECTION VII: MUTUAL AID

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

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

#### SECTION VIII: SUPPRESSION COST RECOVERY

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

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

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

#### SECTION IX: PROPERTY ACCOUNTING

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

#### SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Canyon Lake from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at

CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

#### SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, Its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which

COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

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

#### SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq. CCR Title 2, Section 1896).

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

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

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

COUNTY  
County Fire Chief  
210 W. San Jacinto Ave.

CITY OF CANYON LAKE  
City Manager  
City of Canyon Lake

Perris, CA 92570

31516 Railroad Canyon Road  
Canyon Lake, CA 92587

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

SECTION XVI: ENTIRE CONTRACT

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

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

Dated: \_\_\_\_\_

CITY OF CANYON LAKE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_

Chairman, Board of Supervisors

Title: \_\_\_\_\_

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_

County Counsel

By: \_\_\_\_\_

Deputy  
(SEAL)

EXHIBIT "A"  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL  
EMERGENCY SERVICES FOR THE CITY OF CANYON LAKE ESTIMATE DATED JANUARY  
18, 2017 FOR FY 2017/2018



FY 2018 COST ESTIMATE

FOR THE CITY OF CANYON LAKE  
DATED APRIL 12, 2017 FOR FY 2017/2018

BENIFITS BASED ON 17/18 RATE MATRIX DATED JANUARY 2017 WITH ESTIMATED SALARY INCREASE  
SALARIES BASED ON PROPOSED BARGAINING RECEIVED JANUARY 18, 2017  
BOARD APPROVED COST ALLOCATION DATED SEPTEMBER 13, 2016 WITH 7% INCREASE

STA #60	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS							
Engine	194,246	1.0	0	0.0	166,118	1.0	186,733	1.0	0	0.0	323,574	2.0	870,671	5.0
SUBTOTALS	194,246		0		166,118		186,733		0		323,574		870,671	
SUBTOTAL STAFF	1		1		1		1		0		0		2	5
<b>SUPPORT SERVICES</b>														
Administrative/Operational							20,805		per assigned Staff **				109,643	5.27
Volunteer Program							7,658		Per Entity Allocation				7,658	1.0
Medic Program									Medic FTE/Defib Basis				7,860	3.0
Battalion Chief Support							75,164		.27 FTE per Station				75,164	1.0
Fleet Support							54,970		per Fire Suppression Equip				54,970	1.0
ECC Support									Calls/Station Basis				40,580	
Comm/IT Support									Calls/Station Basis				68,968	
Hazmat Support													9,589	
SUPPORT SERVICES SUBTOTAL													374,431	
<b>ESTIMATED DIRECT CHARGES</b>														
FIRE ENGINE USE AGREEMENT							25,331		each engine				8,000	
TOTAL STAFF COUNT													25,331	1
TOTAL STAFF COUNT														5.27
<b>TOTAL ESTIMATED CITY BUDGET</b>														
													<b>\$1,278,433</b>	

SUPPORT SERVICES

Administrative & Operational Services

Finance	5.0	Assigned Staff
Training	0.27	Battalion Chief Support
Data Processing	5.27	Total Assigned Staff
Accounting	**	
Personnel		

  

Procurement	1	Fire Stations
Emergency Services	795	Number of Calls
Fire Fighting Equip.	3	Assigned Medic FTE
Office Supplies/Equip.	1	Monitors/Defibs
	1	Hazmat Stations
	3	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

**FY 17/18 POSITION SALARIES TOP STEP**

290,934	DEPUTY CHIEF	25,331	FIRE ENGINE
287,052	DIV CHIEF	20,805	SRVDEL
231,893	BAT CHIEF	7,658	VOL DEL
194,246	CAPT	6,425	MEDIC DEL
216,440	CAPT MEDIC	1,975	MEDIC MONITORS/DEFIBS REPLACEMENT
166,118	ENG	75,164	BATT DEL
186,733	ENG/MEDIC	16,626	ECC STATION
150,411	FF II	30.13	ECC CALLS
161,787	FF II/MEDIC	54,970	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	28,255	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	51.21	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,404	FACILITY STATION
71,843	OFFICE ASSISTANT III	646.77	FACILITY FTE
72,531	SECRETARY I	3,731	HAZMAT STATION
116,074	COUNTY EMERGENCY SERVICES COORDINATOR	1,294.48	HAZMAT CALLS
		1,974	HAZMAT VEHICLE REPLACEMENT

This is not an Exhibit "A"; Not to be used with contract renewal.  
 Exhibit "A" - Attached to Board approved Cooperative Agreement and Form 11 dated July 26, 2016

**City of Canyon Lake  
City Council  
Staff Report**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Aaron Palmer, City Manager

**DATE:** April 20, 2017

**SUBJECT:** Authorize the Mayor to Draft and Sign a Letter in Opposition to State Assembly Bill 1250

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**Recommendation**

Authorize the Mayor to draft and sign the attached draft letter in opposition to State Assembly Bill 1250.

**Background**

Current law authorizes county outsourcing when contracting out for “special services,” such as: financial and accounting, engineering, legal, medical, architectural, therapeutic, airport or building security matters, and laundry services. A county may also outsource maintenance or custodial services if the site is remote from available county employee resources.

In recent years, some cities and counties have sought to outsource critical public services under the guise of saving money. There have been many well-documented instances of how short-sighted decisions to outsource have had negative impacts on taxpayers.<sup>1</sup> While cheaper services and employee layoffs may appear to save dollars in the short term, the savings are often illusory with hidden costs that are not accounted for and diminished services or contractor failures that require cities and counties to ultimately re-hire and/or re-train staff to provide the outsourced service.

In many sectors of government, California requires that due diligence standards be satisfied prior to outsourcing public services. Under current law for instance, state agencies are required to show how outsourcing will achieve savings, not cause the displacement of civil service employees and ensure that contracts are awarded through a publicized competitive bidding process.

Cities and counties are currently exempt from these types of accountability measures. Given the scarcity of tax dollars and the right of the public to demand and receive quality public services, cities and counties should be held to meaningful standards of due diligence.

AB 1250 establishes specific standards for the use of personal services contracts by counties and cities. Specifically, this bill:

- Requires the city or county to clearly demonstrate that the proposed contract will: 1) result in actual overall costs savings to the city or county, and 2) show that the contract does not cause the displacement of county or city workers.
- Authorizes a city or county to terminate any outsourced contract upon material breach, if 30 days’ notice is provided.
- Requires the city or county to provide an orientation to employees of the contractor who would perform services pursuant to the contract.
- Establishes liability provisions for employment law violations and torts committed in the course of providing services under contract.

- Imposes additional disclosure requirements for contracts exceeding \$100,000 annually.
- Requires each city or county to maintain on its Internet Web site a searchable database of all of its contracts exceeding \$100,000.
- Provides for various exceptions to the contracting restrictions, including when services are: for emergencies, temporary or occasional, or highly technical or specialized and cannot be obtained from the city's or county's own workforce.

This bill is currently supported and sponsored by Service Employees International Union – California

### **Fiscal Impact**

The exact financial impact is unknown. With Canyon Lake having a very small staff, staff time and resources associated with this bill could cost the City several thousand dollars every year.

### **Attachments**

1. League of Cities AB 1250 Fact Sheet **Pg. 33**
2. League of Cities AB 1250 Action Alert **Pg. 35**
3. League of Cities AB 1250 Draft Opposition Letter **Pg. 37**
4. League of Cities AB 1250 Talking Points **Pg. 39**



## **AB 1250: City and County Outsourcing**

### **Summary:**

AB 1250 is a common sense measure that will ensure cities and counties adhere to due diligence standards when opting to outsource public services.

### **Background:**

Current law authorizes county outsourcing when contracting out for “special services,” such as: financial and accounting, engineering, legal, medical, architectural, therapeutic, airport or building security matters, and laundry services. A county may also outsource maintenance or custodial services if the site is remote from available county employee resources.

In recent years, some cities and counties have sought to outsource critical public services under the guise of saving money. There have been many well-documented instances of how short-sighted decisions to outsource have had negative impacts on taxpayers.<sup>1</sup> While cheaper services and employee layoffs may appear to save dollars in the short term, the savings are often illusory with hidden costs that are not accounted for and diminished services or contractor failures that require cities and counties to ultimately re-hire and/or re-train staff to provide the outsourced service.

### **Need for Legislation:**

In many sectors of government, California requires that due diligence standards be satisfied prior to outsourcing public services. Under current law for instance, state agencies are required to show how outsourcing will achieve savings, not cause the displacement of civil service employees and ensure that contracts are awarded through a publicized competitive bidding process.

Cities and counties are currently exempt from these types of accountability measures. Given the scarcity of tax dollars and the right of the public to demand and receive quality public services, cities and counties should be held to meaningful standards of due diligence.

### **This Bill:**

AB 1250 establishes specific standards for the use of personal services contracts by counties and cities. Specifically, this bill:

- Requires the city or county to clearly demonstrate that the proposed contract will: 1) result in actual overall costs savings to the city or county, and 2) show that the contract does not cause the displacement of county or city workers.
- Authorizes a city or county to terminate any outsourced contract upon material breach, if 30 days’ notice is provided.
- Requires the city or county to provide an orientation to employees of the contractor who would perform services pursuant to the contract.
- Establishes liability provisions for employment law violations and torts committed in the course of providing services under contract.
- Imposes additional disclosure requirements for contracts exceeding \$100,000 annually.
- Requires each city or county to maintain on its Internet Web site a searchable database of all of its contracts exceeding \$100,000.
- Provides for various exceptions to the contracting restrictions, including when services are: for emergencies, temporary or occasional, or highly technical or specialized and cannot be obtained from the city’s or county’s own workforce.

### **Support:**

Service Employees International Union – California (Sponsor)

### **For More Information, Contact:**

Charles Harvey  
Office of Assembly Member Jones-Sawyer  
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<http://www.jwj.org/new-report-uncovers-the-real-costs-of-outsourcing-public-services>



**ACTION ALERT!!**

**AB 1250 (Jones-Sawyer)  
De Facto Ban on Local Government Contracts**

**OPPOSE**

**Background:**

Back in 2014, the California State Assembly adopted HR 29 (Gomez) which the League strongly opposed. HR 29 was a resolution that aimed to restrict local governments’ ability to contract out for services. While HR 29 was the blueprint, AB 1250 could potentially be the legislative vehicle that will place substantial burdens on local agencies by adding onerous, over prescriptive and unnecessary requirements that impede on local control and have significant impacts on local governance.

The new reporting requirements, privacy concerns, increased costs, and potential for litigation created by this measure would place an overwhelming and significant burden on nearly every city department and would create a de facto ban on virtually all contracting services.

**AB 1250 would:**

- Require a city, before entering a contract or renewing a contract, to perform a full economic analysis of the potential impacts of outsourcing, including the impact on local businesses if consumer spending power is reduced.
- Mandate a city to conduct a full environmental impact analysis caused by contracting for the services.
- Force a city to conduct an annual audit of each contract.
- Eliminate local agency hiring discretion by limiting a local agencies’ ability to utilize a contract for the sole purpose of cost savings through salaries and benefits.
- Require that the agency provide an orientation to contract non-city employees.
- Require a city to create a new, fully searchable database that must be posted on the city website. Apart from the inherent cost drivers with this provision, there are significant privacy concerns about posting full names, job titles, and salaries of non-city employees. This database must include: The names, job titles, salary of each contracted non-city employee and subcontractors.
  - The services of the contract, the name of the agency department or division of the city who manages the contract.
  - The amount paid to the contract including the total projected cost of the contract for all fiscal years and the funding source.
  - The total number of “full time equivalent” employees being contracted out.

**ACTION:** AB 1250 will be heard on April 19, 2017 at 9am in Assembly Public Employees, Retirement and Social Security. If you have an Assembly Member on this committee, please consider sending your CITY LETTER OF OPPOSITION as soon as possible. A sample letter is attached or a letter may also be sent through the League’s online [Action Center](#).

<b>ASSEMBLY PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY</b>				
<b>Member</b>	<b>District</b>	<b>Party</b>	<b>Room</b>	<b>Fax</b>
<a href="#">Allen, Travis</a> (Vice-Chair)	72	R	4208	916 319 2172
<a href="#">Brough, William</a>	73	R	3141	916 319 2173

<a href="#">Cervantes, Sabrina</a>	60	D	5164	916 319 2160
<a href="#">Cooley, Ken</a>	8	D	3013	916 319 2108
<a href="#">Cooper, Jim</a>	9	D	6025	916 319 2109
<a href="#">O'Donnell, Patrick</a>	70	D	2196	916 319 2170
<a href="#">Rodriguez, Freddie</a> (Chair)	52	D	2188	916 319 2152

You can find your Legislator's contact information here: <http://findyourrep.legislature.ca.gov/>.

### Talking Points:

- AB 1250 threatens the mission of local governments to provide vital local services in an efficient and economical way.
- **City of \_\_\_\_\_** and all California cities need to retain flexibility in how we deliver quality services to residents. Less competition from innovative service providers will ultimately mean a decrease in the quality of services provided to residents.
- Apart from the inherent cost drivers associated with developing and maintaining a database of contractors, there are significant privacy concerns about posting full names, job titles and salaries of non-city employees.
- Many contracts for services are with other local agencies; other contracts deliver specific expertise that can assist a community. **[Offer examples of how this flexibility benefits your community.]**
- Cities continue to face difficult budget conditions, which have been compounded by expanding pension and retiree health care obligations. This builds upon existing constitutional limitations on local agencies to raise additional revenue. Local agencies are in no position to have their flexibility further curtailed.
- AB 1250 creates a series of new and burdensome reporting requirements prior to entering or renewing a contract, such as, performing a full economic analysis of the potential impacts of outsourcing, including the impact on local businesses, conducting a full environmental impact analysis caused by contracting for the services, and requiring an annual audit of each contract.
- Having a local agency provide an additional orientation to non-city employees creates significant cost and logistical concerns. For instance, AB 1250 requires that the agency provide an orientation to contracted employees. Last year, AB 2835 (Cooper) which mandated that public employers must provide an orientation to their own employees was tagged at \$350 million in ongoing costs by the California department of Finance. This is a costly mandate on cities.

\*\*\*CITY LETTERHEAD\*\*\*

April 12, 2017

The Honorable Reginald Jones-Sawyer, Sr.  
California State Assembly  
State Capitol Building, Room 2117  
Sacramento, CA 95814  
VIA FAX: 916-319-2159

**RE: AB 1250 (Jones-Sawyer). Counties and Cities: Contracts for Personal Services.  
Notice of Opposition (as amended 04/07/17)**

Dear Assembly Member Jones-Sawyer:

The City/Town of \_\_\_\_\_ must respectfully oppose your Assembly Bill (AB) 1250, which effectively eliminates almost all contracting services for cities and counties.

Local governments have a long history of addressing service delivery challenges with creativity, self-reliance and innovation. Unique local challenges and limited budgets continue to fuel innovative efforts to obtain expertise and provide high quality services. City employees provide many services, while others such as refuse collection and specialized services are provided on a contract basis. Law enforcement services may also be provided via contract with the sheriff and fire and park services by a special district.

As amended, AB 1250 places substantial burdens on local agencies by adding onerous, over prescriptive and unnecessary requirements that impede on local control and have significant impacts on local governance. Specifically AB 1250:

**Creates Significant Cost and Workload Requirements:**

AB 1250 eliminates local agency hiring discretion by limiting a local agencies' ability to utilize a contract for the *sole purpose of cost savings through salaries and benefits*. This creates a significant hurdle as many local agencies continue to struggle financially and have not achieved the same level of economic prosperity compared to pre-2008 recession levels. Unemployment rates remain high in certain areas, agencies are at a near breaking point on their unfunded actuarial liability (UAL) and normal pension costs and some communities remain in significant financial difficulty.

Moreover, AB 1250 requires that the agency provide an orientation to contracted employees. Last year, AB 2835 (Cooper) which mandated that public employers must provide an orientation to their own employees was tagged at *\$350 million in ongoing costs* by the California department of Finance. Having a local agency provide an additional orientation to non-city employees create significant cost and logistical concerns.

Additionally, there are real and significant privacy concerns about posting full names, job titles and salaries of *non-city employees*. AB 1250 would require a city to create a new, fully searchable database that must be posted on the city website which will include substantive and sensitive information including the names, job titles, salary of each contracted employee (and subcontractors) and services of the contract, the name of the agency department or division of the city who manages the contract.

**Creates a series of new and burdensome reporting requirements prior to entering or renewing a contract:**

AB 1250 would require a city, before entering a contract or renewing a contract, to perform a full economic analysis of the potential impacts of outsourcing, including the impact on local businesses if consumer spending power is reduced (among other factors). AB 1250 mandates a city to conduct a full environmental impact analysis caused by contracting for the services. Further, the measure forces a city to conduct an annual audit of each contract and prohibits a city from renewing or granting a new contract before the report is released and considered by the council.

**Increased Litigation to Local Agencies**

AB 1250 applies joint and several liability for employment law violations arising from performance of the contractor as well as torts committed by the contractor or any of its subcontractors in the course of providing services under the contract would place overly restrictive requirements on cities and potentially open that agency up to litigation.

Cities continue to face difficult budget conditions, which have been compounded by recent state takeaways including the loss of redevelopment and expanding pension and retiree health care obligations. This measure compounds existing constitutional limitations on local agencies to raise additional revenue. Thus, local agencies are in no position to have their flexibility further curtailed.

The workload, privacy concerns, costs and litigation created by this measure places an overwhelming and significant burden on nearly every city department and would create a de facto ban on virtually all contracting services.

For these reasons **CITY/TOWN of \_\_\_\_\_** **Opposes** Assembly Bill 1250.

Sincerely,

**NAME**

**TITLE**

**CITY/TOWN of \_\_\_\_\_**

cc: Your Senator & Assembly Member  
Your League Regional Public Affairs Manager (via email)  
[Michael Bolden](#), Chief Consultant, Assembly Committee Public Employees, Retirement, and Social Security  
[Joshua White](#), Consultant, Assembly Republican Caucus  
[Camille Wagner](#), Legislative Secretary, Office of Governor Edmund G. Brown Jr.  
Meg Desmond, League of California Cities, [mdesmond@cacities.org](mailto:mdesmond@cacities.org)

## Talking Points

### **AB 1250 (Jones-Sawyer) De Facto Ban on Local Government Contracts**

#### **OPPOSE**

- AB 1250 threatens the mission of local governments to provide vital local services in an efficient and economical way.
- City of \_\_\_\_\_ and all California cities need to retain flexibility in how we deliver quality services to residents. Less competition from innovative service providers will ultimately mean a decrease in the quality of services provided to residents.
- Apart from the inherent cost drivers associated with developing and maintaining a database of contractors, there are significant privacy concerns about posting full names, job titles and salaries of non-city employees.
- Many contracts for services are with other local agencies; other contracts deliver specific expertise that can assist a community. [Offer examples of how this flexibility benefits your community.]
- Cities continue to face difficult budget conditions, which have been compounded by expanding pension and retiree health care obligations. This builds upon existing constitutional limitations on local agencies to raise additional revenue. Local agencies are in no position to have their flexibility further curtailed.
- AB 1250 creates a series of new and burdensome reporting requirements prior to entering or renewing a contract, such as, performing a full economic analysis of the potential impacts of outsourcing, including the impact on local businesses, conducting a full environmental impact analysis caused by contracting for the services, and requiring an annual audit of each contract.
- Having a local agency provide an additional orientation to non-city employees creates significant cost and logistical concerns. For instance, AB 1250 requires that the agency provide an orientation to contracted employees. Last year, AB 2835 (Cooper) which mandated that public employers must provide an orientation to their own employees was tagged at \$350 million in ongoing costs by the California department of Finance. This is a costly mandate on cities.



## **CANYON LAKE CITY COUNCIL REIMBURSEMENT POLICY**

### **1. AUTHORIZED EXPENSES**

The City of Canyon Lake funds only expenses for equipment (and only as specified), supplies used for authorized City business. Appropriate expenses incurred in connection with carrying out the duties of the office of a Council member acting within the scope of his/her authority and within budgeted amounts.

All other expenditures require prior approval by the City's governing body. No expense may be submitted longer than 60 calendar days after the expense is incurred absent special approval by the City Council for cause.

The following expenses also require prior approval by the City's governing body:

- a. International and out of state travel;
- b. Expenses which exceed the limits established for each office holder; and
- c. Expenses exceeding \$ \_\_\_\_\_ per trip.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

- a. The personal portion of any trip;
- b. Political or charitable contributions or events;
- c. Family expenses, including partner's expenses when accompanying an official on agency-related business, as well as children or pet related expenses;
- d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting event (including gym, massage, and/or golf related expenses), or other cultural events;
- e. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance, or gasoline; and
- f. Personal losses incurred while on City business.
- g. Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

### **2. COST CONTROL**

To conserve City resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the City will be limited to the costs that fall within the guidelines. Expenses for which City officials receive reimbursement from another agency are not reimbursable.

a. Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Charges for rental vehicles may be reimbursed under this provision if a City official is attending an out of town conference, and it is determined that sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking, and gasoline will be compared to the combined cost of such other forms of transportation. Government and groups rates must be used when available.

1. Airfare

Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)), the California State Association of Counties ([www.csac.counties.org/default.asp?id=635](http://www.csac.counties.org/default.asp?id=635)) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy.

Long-term airport parking must be used for travel exceeding 24-hours.

Baggage handling fees of up to \$1 per bag and gratuities of up to 15% will be reimbursed.

2. Automobile

Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipts fuel expenses will be reimbursed.

When traveling longer distances out of town, mileage will be reimbursed up to an amount not exceeding the cost of airfare.

3. Car Rental

Rental rates that are equal or less than those available through the State of California's website ([www.catravlesmart.com/default.htm](http://www.catravlesmart.com/default.htm))

shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

#### 4. Taxis/Shuttles

Taxis or shuttles fares may be reimbursed, including a 15% gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline, and parking combined, or when such transportation is necessary for time-efficiency.

Reimbursement for taxis/shuttles fares will not be reimbursed when taxi or shuttle service is offered without cost as part of an event/conference/course.

#### b. Lodging

Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

##### 1. Conferences/Meetings

If such lodging is in concession with a conference, lodging expenses must not exceed the group rate published but the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

##### 2. Other Lodging

Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at [www.catravlesmart.com/lodguideframes.htm](http://www.catravlesmart.com/lodguideframes.htm). Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area listed on websites like [www. Priceline.com](http://www.Priceline.com) or an equivalent service shall be considered reasonable and hence reimbursable

#### c. Meals

Reimbursable meal expenses and associated gratuities will not exceed the following rates per person:

Breakfast - \$18

Lunch - \$35

Dinner - \$45

The City will not pay for alcohol/personal bar expenses.

For group meal events organized by others (for example, conferences and other types of activities that fall within the list of “authorized expenditures” above), the City recognizes that the per person cost may exceed these maximums.

Reimbursement will not be provided for meals that are included in event registration.

d. Telephone/Fax/Cellular

City Council members may choose to be issued a City cell phone, or be reimbursed for actual cell phone costs, up to \$60 per month (as determined by the budget and set out on the reimbursement request form signed before submission) , for business use of their personal cell phones. Officials will be required to submit receipts showing their cost for cell phone service. If the official had a particular number of minutes included in the official’s plan, the official shall identify the percentage of calls made on public business.

e. Internet

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if internet access is necessary for City-related business.

Officials will be reimbursed actual costs, up to \$40 per month, for a home internet connection required for City Council related business. Officials will be required to submit receipts showing their cost for home internet connection. If the bill has bundled home services, only the internet portion will be reimbursed. If the official has an internet plan that charges by amount of data used, the official shall identify the percentage of data used for public business.

f. In the event the City Manager is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

3. CREDIT CARD USE POLICY

The City does not issue credit cards to individual office holders, but does have an agency credit card for selected City expenses. City officials may have hotel and airline tickets, or the like, reserved and paid for with the City credit card by having staff make the reservation. Staff will send the payee a credit card

authorization form that will allow the City official to travel without physically being in possession of the City credit card. City credit cards may not be used for personal expenses, even if the official subsequently reimburses the City.

#### 4. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINE

All expense reimbursement requests must be submitted on an expense report form provided by the City. This form shall include the following advisory: *“All expenses reported on this form must comply with the City’s policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City’s policies include loss of reimbursement privileges, restitution, civil and criminal penalties, as well as additional income tax liability.”*

Expense reports must document that the expense in question meets the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed, and how those relate to the City’s adopted legislative positions and priorities.

Officials must submit their expense reports within 60 calendar days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

The official must comply with all requirements and limitations set out on the form and must sign the form. The official must use the current form or reimbursement may not be made.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

##### a. Audits of Expense Reports

All expenses are subject to verification that they comply with this policy before placement on the agenda for reimbursement.

#### 5. REPORTS TO GOVERNING BOARD

At the following City Council meeting, each official shall briefly report on any Brown Act meetings attended at the City’s expense, as well as any conferences, educational seminars, or meetings with legislators or other government officials.

If multiple officials attended, a joint report may be made. The report may be made orally or in writing.

6. COMPLIANCE WITH LAWS

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other laws.

7. VIOLATION OF THIS POLICY

Under state law, use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

DRAFT