



**REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, July 6, 2016
Open Session – 6:30 p.m.**

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

Please turn off your cell phones during the meeting

OPEN SESSION – 6:30 P.M.

- 1. Call Open Session to Order**
- 2. Invocation**
Flag Salute
- 3. Roll Call:** Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty, Mayor Brown
- 4. Approval of City Council Agenda**
- 5. Special Presentations and Proclamations:**
 - 5.1 Chamber of Commerce Announcements**
- 6. Public Comments** – Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears 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. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*
- 7. Consent Calendar:**

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member may request that an item be removed for further discussion. Staff recommends approval of all items. (Roll Call Vote)

7.1 Waiver of Reading in Full of all Ordinances by Title only

7.2 City Council Meeting Minutes

- 7.2.1 June 1, 2016 – Regular Meeting Page 5
- 7.2.2 June 15, 2016 – Adjourned Regular Meeting Page 13
- 7.2.3 June 15, 2016 – Adjourned Regular Meeting Verbatim Item Page 21

7.3 Adoption of Resolution No. 2016-25, Approving Claims and Demands of the City Page 29

8. Pulled Consent Calendar Items

9. Schedule of Future Events:

- 9.1 Administration and Finance Committee Meeting
Tuesday, August 2, 2016 at 8:00 a.m., City Council Chambers
- 9.2 Public Safety Committee Meeting
Wednesday, July 27, 2016 at 6:00 p.m., City Council Chambers
- 9.3 Canyon Lake City Council Meeting
Wednesday, August 3, 2016 at 6:30 p.m., City Council Chambers
- 9.4 Water Committee Meeting
Thursday, August 18, 2016 at 9:00 a.m., City Council Chambers
- 9.5 Planning Committee Meeting
Meeting Date To Be Determined
- 9.6 Economic Development and Healthy Communities Meeting
Meeting Date To Be Determined
- 9.7 Veterans Committee Meeting
Meeting Date To Be Determined
- 9.8 Fire Department Start-Up Committee
Meeting Date To Be Determined

10. Public Hearings

10.1 Public Hearing – Approve Resolution No. 2016-26 – Declaring 22921 Sandpiper Court to be a public nuisance and authorizing the City staff to take the necessary steps to cause abatement of that nuisance Page 51

- a. Public Hearing Opened
- b. Staff Presentation
- c. Questions to Staff by City Council
- d. Testimony by Proponents
- e. Testimony by Opponents
- f. Rebuttal by Proponents
- g. Public Hearing Closed
- h. Discussion by City Council
- i. Action by City Council

11. Business Items

11.1 Discussion regarding potential development of Bureau of Land Management (BLM) property in City limits Page 55

11.2 Approval of Contracts for Fire Services Page 57

11.2.1 Approval of Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Canyon Lake Page 59

11.2.2 Approval of Cooperative Cost Sharing Agreement between the City of Canyon Lake, the City of Lake Elsinore, the City of Menifee, and the County of Riverside to provide Fire Services in the City of Canyon Lake Page 71

11.2.3 Provide direction to the City Manager to inform the County of Riverside as to the City's decision regarding whether or not the City will be starting it's own fire department

12. City Manager Comments

13. Committee and Council Reports/Comments

- 13.1 Council Member Ehrenkranz
- 13.2 Council Member Warren
- 13.3 Council Member Zaitz
- 13.4 Mayor Pro Tem Haggerty
- 13.5 Mayor Brown

14. Announcements

The next regular City Council meeting is scheduled for **August 3, 2016 at 6:30 p.m. for Open Session.**

15. 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 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

Canyon Lake City Council
Agenda – July 6, 2016

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.

July 6, 2016 City Council Meeting

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

I, Ariel M. Hall, being duly sworn, depose and say that I am the duly appointed and qualified City Clerk of the City of Canyon Lake and that on June 30, 2016 before the hour of 5:00 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.

**Ariel M. Hall
City Clerk**

MINUTES
REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, June 1, 2016
Open Session – 6:30 p.m.

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

OPEN SESSION – 6:30 P.M.

1. Call Open Session to Order

Open Session was called to order at 6:33 p.m.

2. Invocation

Mayor Brown provided the invocation.

Flag Salute

John Guzman, a resident, led the flag salute.

3. Roll Call

Present: Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty,
Mayor Brown.

4. Approval of City Council Agenda

City Clerk Ariel Hall asked that Item 7.2.1, the minutes for May 4th, be pulled from the agenda.

City Clerk Ariel Hall announced check number 22411 be pulled from the Claims and Demands on the consent calendar, item number 7.3, to amend the amount of that check to \$458,089.04. The change is due to the City needed to withhold additional funds from that pass through for the UUT.

City Clerk announced item 11.2.1 should be amended to include only the budget in the approval of the resolution. The appropriations limit will be continued to either an adjourned regular meeting on June 15, 2016 or the regular meeting on July 6, 2016.

Mayor Pro Tem Haggerty requested that a future agenda item be placed to move back to summary minutes.

Moved by _____, seconded by _____ to approve the agenda with the suggested changes.

Motion carried 5-0 with Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

5. Special Presentations and Proclamations

5.1 Chamber of Commerce Announcements

This item was addressed.

6. Public Comments

Nancy Horton, and John Guzman spoke under Public Comments.

7. Consent Calendar

7.1 Waiver of Reading in Full of all Ordinances by Title only

7.2 City Council Meeting Minutes

7.2.1 May 4, 2016 Minutes ****Pulled from the agenda****

7.3 Adoption of Resolution No. 2016-18, Approving Claims and Demands of the City

7.4 Approval of Resolution No. 2016-19, setting standing committee meeting dates.

7.5 Approval of Resolution No. 2016-22, revising the LAIF account signers.

Mayor Pro Tem Haggerty asked that Item 7.5 be pulled for discussion.

Motion by Haggerty, seconded by Ehrenkranz, to approve the consent calendar Items 7.1, 7.3 with the exception of check number 22411, and 7.4.

Motion carried 5-0 with Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

8. Pulled Consent Calendar Items

Check number 22411 pulled from Consent Calendar. City Manager Palmer explained the change in the check amount.

Motion by Haggerty, seconded by Zaitz, to approve the amended check number 22411.

Motion carried 5-0 with Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

7.5 Approval of Resolution No. 2016-22, revising the LAIF account signers.

Motion by Zaitz, seconded by Haggerty, to approve Resolution No. 2016-22 as presented.

Motion carried 5-0 with Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

9. Schedule of Future Events

This item was addressed

Motion by Zaitz, seconded by Haggerty, to reconsider 7.4 and continue discussion of the item under 11.1.

Motion carried 5-0 with Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

10. Public Hearings

10.1 Public Hearing – Approve Resolution No. 2016-20 – Increasing and setting solid waste collection rates for the 2016-2017 fiscal year and providing for collection of residential service on the property tax roll.

a. Public Hearing Opened

The Public Hearing was opened at 7:10 p.m.

b. Staff Presentation

Alex Braicovich, with CR&R, provided the presentation.

c. Questions to Staff by City Council

This item was addressed.

d. Testimony by Proponents

There were two speakers, Jack Wamsley and John Guzman.

e. Testimony by Opponents

There were no speakers.

f. Rebuttal by Proponents

There were no rebuttals.

g. Public Hearing Closed

The public hearing was closed at _____.

h. Discussion by City Council

This item was addressed.

i. Action by City Council

Moved by Haggerty, seconded by Zaitz to approve Resolution No. 2016-20 as presented.

Motion carried 4-1 with Council Members Ehrenkranz, Warren, Zaitz, and Mayor Pro Tem Haggerty voting aye and Mayor Brown voting no.

10.2 Public Hearing – Approve Resolution No. 2016-21, CUP for Fat and Happy’s ABC License

a. Public Hearing Opened

The Public Hearing was opened at 7:30 p.m.

b. Staff Presentation

Jim Morrissey, City Planner, provided the presentation.

c. Questions to Staff by City Council

This item was addressed.

d. Testimony by Proponents

There were no speakers.

e. Testimony by Opponents

There were no speakers.

f. Rebuttal by Proponents

There were no rebuttals.

g. Public Hearing Closed

The Public Hearing was closed at_____.

h. Discussion by City Council

This item was addressed.

i. Action by City Council

Moved by Haggerty, seconded by Warren to approve Resolution No. 2016-21 as presented.

Motion carried 5-0 with Council Members Ehrenkranz, Warren, Zaitz, and Mayor Pro Tem Haggerty and Mayor Brown voting aye.

Mayor Brown called for a recess at 7:40 p.m.

Mayor Brown called the meeting back to order at 7:45 p.m.

11. Business Items

11.1 Discussion regarding legal ability to appoint alternates to standing committees

This item was addressed.

Moved by Ehrenkranz and seconded by Zaitz to allow a Council Member not appointed to a Committee to attend a Committee meeting as an alternate in the absence of one of the members, to allow a Committee meeting to continue with only one member present if necessary, and to suspend the standing committee policy for the summer months.

Motion carried 5-0 with Council Member Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

7.4 Resolution No. 2016-19, setting standing committee meeting dates

This item was addressed

Moved by Haggerty and seconded by Warren to approve Resolution No. 2016-19 with the meeting days and time for the Public Safety Committee changed to the last Wednesday of each month at 6:00 p.m.

Motion carried 5-0 with Council Member Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

11.2 Consideration and possible adoption of City Budget

11.2.1 Resolution No. 2016-23, adopting the City's Fiscal Year 2016/17 Budget

This item was addressed.

Mayor Brown asked that this item be addressed after Item 11.2.2.

11.2.2 Consideration of approving amended Cafeteria Benefit Policy with increased cafeteria benefit contribution.

This item was addressed.

John Guzman spoke on the item.

Council Member Ehrenkranz stepped away from the dais at 9:45pm
Council Member Ehrenkranz returned to the dais at 9:48pm

Council Member Warren stepped away from the dais at 9:49pm
Council Member Warren returned to the dais at 9:52pm

The item was continued to the June 15, 2016 meeting.

11.2.3 Approval of Resolution No. 2016-24, approving the salary and wage schedule for employees of the City FY 2016/17

This item was discussed.

Moved by Zaitz and seconded by Warren to approve Resolution No. 2016-24 as presented.

Motion carried 5-0 with Council Member Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye.

12. City Manager Comments

There were no City Manager comments.

13. Committee and Council Reports/Comments

There were no Committee or Council reports or comments.

14. Announcements

The next regular City Council meeting was scheduled for July 6, 2016 at 5:30 p.m. for Closed Session and 6:30 p.m. for Open Session.

15. Adjournment

The meeting was adjourned to June 15, 2016 at 6:00 p.m.

Respectfully Submitted,

Ariel M Hall
City Clerk

MINUTES
ADJOURNED MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, June 15, 2016
Open Session - 6:00 p.m.

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

1. Call to Order

Mayor Pro Tem Haggerty called the meeting to order at 6:08 p.m.

2. Flag Salute

The Pledge of Allegiance was led by resident Ted Horton.

3. Roll Call

Present: Council Members Ehrenkranz, Warren, Zaitz and Mayor Pro Tem Haggerty

Absent: Mayor Brown

4. Approval of the City Council Agenda

Moved by Warren, seconded by Zaitz, to approve the City Council Agenda as presented.

Motion carried 4-0-1 with Mayor Brown absent.

5. Special Presentations and Proclamations:

5.1 Presentation by Local Agency Formation Commission

George Spiliotis, with the Local Agency Formation Commission (LAFCO), provided a presentation on disincorporation.

There was discussion on the history of disincorporation, the reasons why a city may disincorporate, the process, limitations, and alternate options a city may have.

Mayor Brown arrived at the meeting at 6:30 p.m.

There was discussion on the reasons why Cabazon and Vernon disincorporated.

There was discussion about the costs attached to disincorporation.

There was discussion on the process of disincorporation regarding the requirement for 25% of the registered voters in a city signing the petition to initiate the process, and that the applicant of the petition, whether an agency or an individual, would be required to cover the costs of the application to LAFCO for disincorporation and the required studies. Only the election cost would be covered by the agency regardless of who submitted the application.

There was discussion on the transfer of taxes.

There was discussion on the length of time for disincorporation and what complexities would extend it from 1 to 2 years.

There was discussion on the terms and conditions of disincorporation and that it should be a last resort, there was also discussion on the difficulties that come with disincorporation.

There was discussion on the elections that disincorporation petitions could be put on. Disincorporation could only be put on a ballot on a regular election date, but any required tax measures tied to a disincorporation may constrain the election dates.

There was discussion on regular and special taxes.

There was discussion on the effect of disincorporation on property taxes.

There was discussion on the loss of resources if the voters did not pass the required tax measures that could be tied to a disincorporation.

There was discussion regarding how a disincorporation was finalized and the way that the administrator finalizing the disincorporation would be paid.

There was discussion regarding the assets of the city transferring to the county in the event of finalizing the disincorporation and if the city were taken over by another city the assets would transfer to that city and no assets would transfer until the effective date of disincorporation.

There was discussion if the county would receive a share of the property tax and that the property taxes follow the services that they fund.

There was discussion on what would happen to the Vehicle License Fee Revenue in the case of disincorporation or annexation.

There was discussion on property tax remaining the same and not changing even if the city that annexed Canyon Lake had a higher tax rate.

There was discussion regarding who chose which city to be annexed into in the event of a concurrent disincorporation/annexation. Mr. Spilitotis with LAFCO

indicated that the City Council of the disincorporating city would take a majority vote to determine which neighboring city to put in the application for annexation; however, the neighboring city would have to cooperate and participate in the required studies for the application to proceed.

There was discussion on how the redistricting of a city would happen if a disincorporating city is annexed by a city with districts.

There was discussion regarding LAFCO being prohibited from making terms and conditions on a disincorporation directly regulating land use.

There was discussion on whether the county or annexing city could remove the private community gates and make the Canyon Lake Property Owners' Association a public community.

Resident Jack Wamsley spoke on concerns the City of Lake Elsinore had the City of Canyon Lake in their sphere of influence before Canyon Lake incorporated and whether or not that would have an effect in a disincorporation with concurrent annexation.

There was discussion on the disincorporating city having a pre-zoning ordinance prior to disincorporation but the annexing city or county could change zoning at any time after annexation.

There was discussion on a neighboring city or a county initiating the disincorporation and/or annexation of another city.

Resident John Guzman questioned if LAFCO provided any counseling on avoiding disincorporation, and it was discussed that LAFCO did not provide advice on how to address financial issues.

There was also discussion on what the City of Canyon Lake could do to become more financially stable.

There was discussion on Measure A, Vehicle License Fee, and other revenues transferring to an annexing city.

6. Public Comment

Resident Nancy Horton spoke on EVMWD and the service for Alfred William Trembly.

Council Member Zaitz also spoke about Alfred William Trembly.

7. Consent Calendar

7.1 City Council Minutes

7.1.1 May 4, 2016 – Regular Meeting

7.1.2 May 4, 2016 – Verbatim Item

Moved by Zaitz, seconded by Ehrenkranz, to approve the Consent Calendar as presented.

Motion carried 5-0.

8. Business Items

8.1 Consideration of Request to Return to Summary Minutes for City Council

City Clerk Hall gave the staff report for the item and elaborated on what summary minutes include and the difference between action, summary and verbatim minutes.

There was discussion on the fiscal impact of returning to summary minutes and that they require more time by Staff.

There was discussion regarding moving to summary minutes for all City Council and committee meetings.

Moved by Haggerty, seconded by Warren, to approve the returning to summary minutes for City Council and committee meetings.

Motion carried 4-1 with Council Member Zaitz voting no.

8.2 Approval of Amended Cafeteria Benefit Policy with Increased Cafeteria Benefit Contribution

City Manager Palmer gave the staff report on the summary of benefits from similar surrounding cities that the City Council had requested at the previous meeting.

There was discussion on the proposed amount being higher than similar cities exemplified on the comparison sheet.

There was discussion on the max contribution being set at \$1,125.00, to be comparable with other public agencies and what industry at large average was providing employees in California.

Resident John Guzman spoke on staying focused on what's important, like the fire station, and suggested moving to part-time city employees and hiring volunteers or interns for certain tasks.

There was discussion that the Administration and Finance Committee discussed and came to an agreement that \$1,125.00 was the going rate and would be acceptable.

There was discussion on the cost of living increase being 2% and the City of Canyon Lake not having an increase in Cafeteria Benefit contribution amount for the past 8 years. It was stated that the City of Canyon Lake was not in the position to approve this increase.

There was discussion on how the \$1,350.00 was decided on, and how Kaiser Permanente rates and the cost of medical services are going up faster than cost of living.

City Manager Palmer explained that the cafeteria plan was brought to the City Council for discussion as a way to retain and recruit employees as an incentive due to the City's salaries being lower than other regions.

There was discussion to table this discussion to a later date.

Motion by Haggerty, seconded by Warren to table discussion to a date undetermined.

Motion carried 5-0.

Mayor Brown called a recess at 7:50 p.m.

Mayor Brown called the meeting back to order at 8:06 p.m.

8.3 Adoption of Resolution No. 2016-23, Approving the City's Fiscal Year 2016/17 Budget and Appropriations Limit

There was discussion that there was nothing allocated in the budget for Canyon Lake to start up a City fire department and that was something that needed to be addressed.

There was discussion about why the fire department was not included in the budget and that a budget adjustment could be made later.

City Accountant Terry Shea gave the staff presentation on the five-year budget projection.

There was discussion on the five year projections and the different options for fire start up.

There was discussion on the debt related to disincorporation.

There was discussion on the projections not showing the reduced fire and police costs. The current projection showed the current police cost.

There was discussion on focusing back on the 2016/17 budget.

There was discussion on the budget not including the fire station being open, and for some of the Council Members to move on with the approval of the 2016/17 budget they felt there should be a plan for the future of the fire station.

There was discussion to bring the focus back to the 2016/17 budget and to re-visit the fire station issue when there was more information on reducing fire and police cost.

There was discussion on approving the budget and hearing the City Manager's presentation on the fire issue.

Motion by Warren, seconded by Haggery to approve Resolution No. 2016-23, approving the City's Fiscal Year 2016/17 budget and appropriations limit as presented.

Resident John Guzman discussed structural changes that could be made in police and fire. He also suggested to look at other places that could be cut back before approving the budget.

There was a discussion on the utilities at the fire station and why they were so high.

The City Manager stated he was in the process of auditing the building and looking into why the utilities are so high.

There was discussion on the budget including the proposed cafeteria plan and keeping it there as a cushion.

There was discussion on the Animal Control budget and that the increase was because the numbers are based on the number of animals taken into the shelter.

There was discussion on the increase in Public Works due to changing from Tri Lakes to Charles Abbott and the work they had been doing.

There was discussion on the lake patrol that was in addition to the marine patrol that the Property Owners' Association (POA) has.

There was discussion on Professional/Specialized Services in buildings and facilities maintenance and what was included in that.

There was discussion on paying a per mile charge for the police vehicles and that includes maintenance and fuel.

There was discussion on the Gas Tax budget, Operations and Maintenance costs and the increase was due to a request by Charles Abbott and the work they have been doing that was payable by the restricted gas tax.

There was discussion on moving on with the budget without a long term plan. The budget did not include a plan for starting the City's own fire station and some Council Members felt there should be a plan in place before continuing with the budget.

There was discussion to bring the discussion back to the 2016/17 budget.

Council Member Warren called for the question.

City Clerk Hall confirmed that the motion being voted on was to approve Resolution No. 2016-23 as presented.

Motion carried 3-2 with Council Members Ehrenkranz, Warren and Mayor Pro Tem Haggerty voting aye, and Council Member Zaitz and Mayor Brown voting no.

Mayor Brown left the meeting at 8:40 p.m.

9. City Manager Comments

9.1 Verbal update on Fire Department

City Manager Palmer gave a report on the status of the City's Fire Services.

Council Member Zaitz left the meeting at 8:42 p.m.

There was discussion on the City Manager looking into County Fire and Joint Powers Authority (JPA) options.

There was discussion on the operating agreement between the County and the State.

There was discussion on the County not giving mutual aid for a two-man engine crew.

There was discussion on the JPA to include police services.

There was discussion on if it does not work out with the County or State that the JPA would be a good option.

There was discussion on getting Station 60 open, but doing it right, with a medic and that was the direction the City and City Manager was going in.

There was discussion that further information will be provided at the July 6th meeting.

City Attorney Martyn requested verbatim minutes for the City Manager Comments. The City Council agreed.

10. Committee and Council Reports/Comments

It was stated that this item would be addressed at the July 6 meeting.

11. Adjournment

The meeting was adjourned, in honor of Alfred William Trembly, at 8:55 p.m.

Respectfully submitted,

Stephanie Hunter
Office Specialist

VERBATIM MINUTES
REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, June 15, 2016 6:00 p.m.

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

Video File: “2016-0615 Adjourned Council Meeting Video (6)” Mark 00:06:05

9.1 Verbal Update on Fire Department

Dawn Haggerty: It’s been, the adoption of Resolution No. 2016-23, approving City’s fiscal budget for 2016/17 has been approved. At this point we have City Manager comment.

Aaron Palmer: With regards to the fire update, we have, as I emailed all the Council, we got the proposal, three proposal from County Fire, but the numbers obviously what we’re looking for, 1.8 year one, 1.9 year two, and just over 2 million year three. We have correspondence going back to, at the State level, to.... We’re asking questions, why. Basically if we look at it, we know there are some cities in California that are doing 1.4, starting July 1st 2017, and so we’re trying to figure out, we’re asking at the State level, the director, why is it \$500,000 more in Riverside County as opposed to everywhere else in the State CalFire deals with. And so we’re going to find out that answer hopefully quickly rather than later. I’ve also had a discussion this week with the Fire Chief from Idyllwild, asking him about their JPA, and what they’re doing with San Jacinto. It looks like a very interesting option for us, if we can’t pin down CalFire, and we can’t wait. I mean, we have to have a solution in place no later than July 1st of ’17. And so, they would be, they’re more than willing to take on new members, their only concern with us is ability to pay because of the sunset of the UUT. They’re telling me right now, they haven’t quite got all their costs in right now, their big, the outstanding issue is dispatch, so they’ve got bids out. We’ll know in the next month or so which dispatch they’re going to use. Right now, they’re, based on their current dispatch because they do use County, they’re looking at probably a 45 or 50 percent savings in dispatch costs. And just initially, I think they’re quoting right now, 1.5 to 1.6 to reopen Station 60 with a three-man engine company with a medic.

Dawn Haggerty: Okay.

Aaron Palmer: That’s initial. So obviously, if we chose to become a member of the JPA, you know, we can go down that road shortly. I’m hoping

to get another, you know, find out what's going on with CalFire sooner rather than later so I've got some people working on that as well, to get us, get that information out to them, we'll give copies of the letter that's going out to CalFire, and then hopefully, worst case is hopefully we'll have a sit down meeting with them at the State level and find out, you know, why is this County running rough shod over everybody else.

Dawn Haggerty: And can we ask them for bid?

Aaron Palmer: That's what one of the questions.

Vicki Warren: Yeah.

Aaron Palmer: You know, County Fire is telling us they have an exclusive operating agreement with the State. The CalFire, we have to negotiate with the County. The County contract I've seen does not have that verbage. If there's a separate agree, I haven't seen it, nor has CalFire showed it to me.

Dawn Haggerty: And wouldn't that have had to be in the contract that we sign?

Aaron Palmer: Not neces.... Not in our contract that we sign. I would have assumed it would be in the contract between the County and the State.

Dawn Haggerty: Oh, okay.

Aaron Palmer: And it is not in there. If they have a separate agreement that addresses that, they might, but I haven't seen it.

Vicki Warren: Right.

Aaron Palmer: I mean, I just heard rumors, "Oh yeah, there's, there is such a thing," but nobody has shown me an exclusive operating agreement. And so we're trying to get those questions answered. The big thing is how can we, one City in California, be \$500,000 cheaper than another City. And with regards to the exclusive operating right, for example, the City of, the County of San Luis Obispo, pretty much does what Riverside County does. They, San Luis Obispo County, does not have their own Fire Department, they contract with CalFire, just like Riverside County; however, the cities in San Luis Obispo County have the option, they can contract with the County Fire, like we do, or they can contract directly with the State, with CalFire, their choice. And CalFire, both ways, allows them to choose the level of service. Whether they want a two-man BLS engine company like they have in

Calimesa, a two-man engine company with a medic, three-man or four-man engine company with two medics. It's what they, it's the service level that the City wants and that's a State policy, that they allow the local jurisdiction, contracting agency, to choose the level of service.

Dawn Haggerty: And didn't, isn't Calimesa currently negotiating for a two-man?

Aaron Palmer: They currently have, they currently have a two-person engine company with BLS. They do not have, they don't have medics on their engine. I know they're exploring volunteer department. That's one of their options, I don't know if the County Fire has come back with some other options to them, I know that's... that that extra person is a big contention between the City of Calimesa and the County.

Dawn Haggerty: Yeah, well, didn't the County tell us that if we went to a two-man that they would not provide mutual aid to us.

Aaron Palmer: If the City, yes, if.... I'm.... yes, if the City were to.... That's what I've heard, they haven't told me personally that. But the information from what I've been able to gather, is if the City does anything less than the minimum, the minimum to County standard, that mutual, basically, mutual aid, and automatic aid, both, pretty much would be on a case by case basis. They'll evaluate, so by the time they're done evaluating, the incident's blown over, and it's kind of pointless, so basically by saying they'll evaluate, you can pretty much read between the lines, they're not coming.

Dawn Haggerty: Right. So that's not an option.

Aaron Palmer: Unless it's on the outskirts and they're doing structure protection for their other contract cities that border us.

Vicki Warren: Right.

Dawn Haggerty: Okay.

Aaron Palmer: That's my report.

Dawn Haggerty: So, do you have any other things to comment on?

Aaron Palmer: No, with regards to.... The interesting thing I.... I asked the Chief of Idyllwild about the expanding the JPA to include police services, I think the JPA would be very interested in that, I know the Chief was a little hesitant. I made some suggestions about how

we could work to take away some of his fears, he had a couple of fears, which were reasonable.

Vicki Warren: Right.

Aaron Palmer: But, with regards to how management structure, but my belief is that police will work regionally well, and I think if you have, you can have two departments, both chiefs reporting to the board. And so, right now the JPA make-up is a full ten member board, five members of the fire board from Idyllwild, five members, five member Council from San Jacinto. Obviously as more JPA members come on board they'll probably be looking at restructuring how the Board make-up is.

Jordan Ehrenkranz: So are you encouraged by what you're hearing?

Aaron Palmer: I, yes. Worst case is that if nothing works out with the County or the State, I think the JPA is the, I think, the way to go. I think that's something we can get involved in. They're more than willing to let us chose our level of service. I know the issue for them, with regards to San Jacinto, is it has been mutual aid, they're still waiting to hear from the County. One of the things going for San Jacinto is Soboba. And they have their own department, and so they have, they'll have mutual aid regarding with them.

Vicki Warren: Right.

Aaron Palmer: But they still need, they're working also out with Hemet, which I'm assuming they'll be able to do. But then you have the County outlaying areas and if you come out, so what do you have there, the outskirts of Perris, maybe Moreno Valley, so that's when you get County Fire involved.

Vicki Warren: We need a casino. Just saying.

Dawn Haggerty: Can we find an indian burial ground or something?

Vicki Warren: I'm sure we can.

Aaron Palmer: Maybe, you know, maybe you can talk to Eddie Debarlow, maybe he can put a paddlewheel on the lake, I don't know.

Inaudible chatter

Aaron Palmer: But that would be within the POA's purview and not the City's so.... But that's where we are with Fire. I'm very encouraged,

unfortunately what the citizen's aren't going to want to hear, is it looks like the station would be closed for this fiscal year.

Vicki Warren: We want to do it right.

Aaron Palmer: Yes.

Vicki Warren: Yes.

Aaron Palmer: So, we don't... I mean, the great thing about it, is we, our costs are fixed, we know it's 1.2, 2.1, 1.2 million this year...

Vicki Warren: Right.

Aaron Palmer: ...gives us the opportunity to see if the State gets the County to play ball, if not, we can go down this JPA route. If we know that's what it is, then I think by showing that we have a more cost effective fire service approach, that gives you better information if you chose to go out and extend the UUT.

Vicki Warren: Can I ask you to make one more, something apparent that you've already made to me?

Aaron Palmer: Sure.

Vicki Warren: It has to do with the numbers. I know that ideally we want 60 open.

Aaron Palmer: Yes.

Vicki Warren: Right now, because we want to do it right, we have to do another year of negotiating....

Aaron Palmer: Right, unfortunately, I've come in at the end of this.

Vicki Warren: Right.

Aaron Palmer: And so, you know, I've kicked up a lot faster than probably it was. And so, but, like you you said, you don't want to rush it.

Vicki Warren: No.

Aaron Palmer: If I can, the sooner I get 60 open the better, I know what the Council's direction is. I want, they want 60 open, they want it with a medic.

Vicki Warren: Right.

- Aaron Palmer: That's been my approach.
- Vicki Warren: That's, and that's what we gave you and I'm glad that's the direction that we're going in.
- Aaron Palmer: Yes.
- Vicki Warren: In the meantime, it's been indicated to me that the level of service is acceptable standards at this point.
- Aaron Palmer: Okay.
- Vicki Warren: Having exactly the way it is, is that correct?
- Aaron Palmer: I have not... you mean by County standards?
- Vicki Warren: Yes.
- Aaron Palmer: Well, yes, because they're actually a member of the cost sharing agreement. So, they're.... they signed off on this, and at the next, at the July 6th meeting, I'll be bringing forward the updated agreement and cost sharing.
- Vicki Warren: Okay. So...
- Aaron Palmer: Which is basically what you signed, what you approved last year.
- Vicki Warren: Right. Eventually we're going to have to be addressing with the public, and I can put this under Council Comments, but eventually we'll have to be addressing with the public what level of service do they want. Are they....
- Aaron Palmer: Correct.
- Vicki Warren: Are they satisfied with our numbers at this point according to the standards, the statewide standards, our numbers of service and response time are within acceptable standards. Are they willing to extend the UUT in order to open 60, to provide better than. So, it's basically what we have to, we're going to have to bring this to the public to decide if that's what they want.
- Aaron Palmer: Right.
- Elizabeth Martyn: Given the fact that the vote on the UUT has to be done in a Council election year...
- Vicki Warren: Right.

- Elizabeth Martyn: ... and this Council election year, the election period is up on us...
- Aaron Palmer: Right.
- Vicki Warren: Right.
- Elizabeth Martyn: ... you're probably looking at 2018..
- Vicki Warren: That's what I'm saying, ...
- Elizabeth Martyn: ... between 2018 and 2020.
- Vicki Warren: ... by that time we have our feet solid.
- Aaron Palmer: Right, we'll know...
- Vicki Warren: So...
- Aaron Palmer: We'll know which path we're going, and like I say, I have to let the County know by August 1st whether or not we're going to start our own fire department, and at the July meeting I'll be recommending not starting our own Fire Department.
- Vicki Warren: Okay. And all of you that are out there, start spreading that seed, that we're all going to have to have, I don't know what we're going to have to do, townhall meetings, or what we're going to have to do, but this has got to be in public, a public comment section, so, we'll make sure.
- Elizabeth Martyn: Madam Mayor, can I request that this portion of the meeting about the Fire Update be one of the exceptions for verbatim minutes so that the people who aren't here, I know Mr. Guzman was out of the room...
- Vicki Warren: Yes.
- Elizabeth Martyn: ... and the Council Members who have left the meeting could read that.
- Vicki Warren: Absolutely.
- Dawn Haggerty: Yes.
- Vicki Warren: Can we do that?

Canyon Lake City Council Minutes – Verbatim Item 9.1
June 15, 2016

- Dawn Haggerty: Just, so the Council agreed that this portion of the meeting be verbatim.
- Aaron Palmer: You have that direction, so we'll just add that to the summary minutes at the end.
- Vicki Warren: Okay.
- Ariel Hall: ****Inaudible****
- Aaron Palmer: And on my update we'll do verbatim.
- Vicki Warren: Okay, perfect.
- Jordan Ehrenkranz: So are we on Council Comments at this time now?
- Aaron Palmer: Yeah, I'm finished with my report. Does the Council have any more questions for me?

Tape Mark 00:18:15

I, Ariel M. Hall, CMC, City Clerk of the City of Canyon Lake, certify that this is a true and accurate transcript of the Item 9.1 of the June 15, 2016 Adjourned Regular City Council Meeting.

Ariel M. Hall, CMC
City Clerk

City of Canyon Lake
City Council
Staff Report

TO: Mayor and City Council
FROM: Michelle Gomez, Accountant
DATE: July 6, 2016
SUBJECT: List of Demands

Recommendation:

That the City Council adopts a resolution entitled: RESOLUTION NO. 2016-25

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CANYON LAKE ALLOWING CERTAIN
CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

Background:

All claims and demands are reported and summarized for review and approval by the City Council on a routine basis at each City Council meeting. The attached claims represent the paid claims and demands since the City Council meeting of June 1, 2016.

Budget (or Fiscal) Impact:

All claims and demands are paid from appropriated funds or authorized resources of the City and have been recorded in accordance with the City's policies.

Attachments:

Resolution
List of Demands

RESOLUTION NO. 2016-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

The City Council of the City of Canyon Lake does hereby resolve as follows:

Demands are approved as shown on the Demand\Warrant Register of July 6th, in the amount of \$878,885.72 as follows:

Payroll Earnings (Gross)	\$	31,563.95	(2nd Half of May & 1st Half of June)
Payroll Taxes - Employer	\$	685.59	(2nd Half of May & 1st Half of June)
On-line Retirement		2,970.37	(2nd Half of May & 1st Half of June)
On-line Health		126.03	(For the Month of June)
General		843,539.78	(Accounts Payable)
TOTAL	\$	<u>878,885.72</u>	

PASSED, APPROVED AND ADOPTED this 6th day of July 2016.

Mayor, Timothy Brown

ATTEST:

Ariel M. Hall, City Clerk

State of California
County of Riverside) ss
City of Canyon Lake)

I, Ariel M. Hall, City Clerk of the City of Canyon Lake, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the Resolution No. 2016-25 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on July 6, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ariel M. Hall, City Clerk

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22434	6/8/2016	ANIMAL FRIENDS OF THE VALLEYS	Animal Control Services Month April 2016	3,500.00	10	GENERAL
Total 22434	6/8/2016			3,500.00		
22435	6/8/2016	Corelogic Information Solutions, INC.	United States Property Detail Report Realquest.com	1.25	10	GENERAL
Total 22435	6/8/2016			1.25		
22436	6/8/2016	CR&R	Canyon Lake Refuse, 5/16/2016	458,089.04	50	AGENCY
Total 22436	6/8/2016			458,089.04		
22437	6/8/2016	CTAI PACIFIC GREENSCAPE	Landscape Maintenance for May 2016	5,200.00	20	GAS TAX
22437	6/8/2016	CTAI PACIFIC GREENSCAPE	Replaced irrigation filter & labor, 3/1/2016	1,775.00	20	GAS TAX
Total 22437	6/8/2016			6,975.00		
22438	6/8/2016	Department of Justice Accounting Office	Fingerprinting, Invoice Date: 06/03/2016	32.00	10	GENERAL
Total 22438	6/8/2016			32.00		
22439	6/8/2016	Executive Cleaning Services, LLC	Cleaning Services for June 2016	925.00	10	GENERAL
Total 22439	6/8/2016			925.00		
22440	6/8/2016	NEXTEL COMMUNICATIONS	Phone Bill, Billing Period: 4/25/16 to 5/24/16	175.15	10	GENERAL
Total 22440	6/8/2016			175.15		
22441	6/8/2016	JOHN REGUS	July Rent for Small Conference Room	250.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22441	6/8/2016			250.00		
22442	6/8/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Contract Facility Expenses FY 15/16; Invoice Date: 5/26/2016	51,943.44	10	GENERAL
Total 22442	6/8/2016			51,943.44		
22443	6/8/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Rate Adjustment FY16, Invoice Date: 5/26/2016	75,925.93	10	GENERAL
Total 22443	6/8/2016			75,925.93		
22444	6/8/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill, Billing Period: 4/22/16 to 5/23/16	92.73	20	GAS TAX
22444	6/8/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill, Billing Period: April 29 to May 31, 2016	400.36	20	GAS TAX
Total 22444	6/8/2016			493.09		
22445	6/8/2016	Sparkletts	Water Bill, May 2016	41.63	10	GENERAL
Total 22445	6/8/2016			41.63		
22446	6/8/2016	STAPLES	Office Supplies, Invoice Date: 5/21/16	191.09	10	GENERAL
22446	6/8/2016	STAPLES	Office Supplies, Invoice Date: 5/28/16	183.44	10	GENERAL
Total 22446	6/8/2016			374.53		
22447	6/8/2016	STATE COMP. INS. FUND	Workers Comp June 2016	1,534.08	10	GENERAL
Total 22447	6/8/2016			1,534.08		
22448	6/8/2016	STATE COMP. INS. FUND	Deposit for Workers Comp, June 2016	2,660.40	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22448	6/8/2016			2,660.40		
22449	6/8/2016	Synoptek	Managed Server & Help Desk, June 2016	1,725.00	10	GENERAL
Total 22449	6/8/2016			1,725.00		
22450	6/8/2016	XEROX	Black & Color Prints, May 2016	865.58	10	GENERAL
Total 22450	6/8/2016			865.58		
22451	6/8/2016	JOHN ZAITZ	Reimbursement for mileage & phone, June 2016	100.00	10	GENERAL
Total 22451	6/8/2016			100.00		
22452	6/9/2016	CASH	Petty Cash - Certified mailing, snacks & notice of exemption	193.87	10	GENERAL
Total 22452	6/9/2016			193.87		
22453	6/16/2016	AMERICAN FORENSIC NURSES INC	Drug Testing; Invoice Date: 5/31/16	100.00	10	GENERAL
Total 22453	6/16/2016			100.00		
22454	6/16/2016	CHARLES ABBOTT ASSOCIATES, INC.	Engineering Services, May 2016	13,334.82	10	GENERAL
22454	6/16/2016	CHARLES ABBOTT ASSOCIATES, INC.	Permit & Plan Review, May 2016	8,625.05	10	GENERAL
Total 22454	6/16/2016			21,959.87		
22455	6/16/2016	Cota Cole LLP	Professional Services, June 6, 2016	3,740.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22455	6/16/2016			3,740.00		
22456	6/16/2016	Department of Justice Accounting Office	Drug Testing, May 2016	35.00	10	GENERAL
Total 22456	6/16/2016			35.00		
22457	6/16/2016	ELSINORE VALLEY MUNI WATER DIS	Water & Sewer, Billing Period: 04-25-16 to 5-25-16	106.52	10	GENERAL
Total 22457	6/16/2016			106.52		
22458	6/16/2016	Frontier	Fios Internet, Billing Period: 06/10/16 to 07/09/16	144.99	10	GENERAL
22458	6/16/2016	Frontier	Phones, Billing Period: 06/10/16 to 07/09/16	58.48	10	GENERAL
Total 22458	6/16/2016			203.47		
22459	6/16/2016	Regional Conservation Authority	MSHCP for June 2016	1,952.00	50	AGENCY
Total 22459	6/16/2016			1,952.00		
22460	6/16/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	FY16 RMS/CLETS; Billing period: 7/1/15 to 6/30/16	8,323.00	10	GENERAL
Total 22460	6/16/2016			8,323.00		
22461	6/16/2016	SOUTHERN CALIFORNIA EDISON	Electricity, Billing period: 05/10/16 to 06/09/16	285.46	20	GAS TAX
Total 22461	6/16/2016			285.46		
22462	6/16/2016	STAPLES	Office Supplies, Invoice Date: 6/4/16	69.10	10	GENERAL
Total 22462	6/16/2016			69.10		

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 6/1/2016 Through 6/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22463	6/16/2016	STATE COMP. INS. FUND	Premium for July; 6/1/16 to 7/1/16	1,664.23	10	GENERAL
Total 22463	6/16/2016			1,664.23		
22464	6/16/2016	TWO BROS. LOCKSMITH	2 Keys, June 6, 2016	4.86	10	GENERAL
Total 22464	6/16/2016			4.86		
22465	6/16/2016	U. S. Bank	U.S. Bank; June 2016	1,009.28	10	GENERAL
Total 22465	6/16/2016			1,009.28		
22466	6/16/2016	VERIZON CALIFORNIA	Cell Phones; May 4, 2016 to June 3, 2016	239.10	10	GENERAL
Total 22466	6/16/2016			239.10		
22467	6/16/2016	WRCOG	TUMF for June 2016	4,437.00	50	AGENCY
Total 22467	6/16/2016			4,437.00		
22468	6/30/2016	ANIMAL FRIENDS OF THE VALLEYS	Animal Control May 2016	3,500.00	10	GENERAL
Total 22468	6/30/2016			3,500.00		
22469	6/30/2016	Avenet LLC	Website Design Annual Fee	4,755.00	10	GENERAL
Total 22469	6/30/2016			4,755.00		
22470	6/30/2016	BIO-TOX LABORATORIES	Blood Alcohol Test	769.00	10	GENERAL
Total 22470	6/30/2016			769.00		
22471	6/30/2016	CTAI PACIFIC GREENSCAPE	Landscape Maint Fire Station June 2016	250.00	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22471	6/30/2016	CTAI PACIFIC GREENSCAPE	Landscape Median & Parkways June 2016	5,200.00	20	GAS TAX
Total 22471	6/30/2016			5,450.00		
22472	6/30/2016	DATA TICKET	Code Enforcement Citation Processing	133.00	10	GENERAL
22472	6/30/2016	DATA TICKET	Monthly Parking May 2016	100.00	10	GENERAL
Total 22472	6/30/2016			233.00		
22473	6/30/2016	Emergency Services Consulting International	Cameron Phillips Mileage - January 2016	61.56	10	GENERAL
22473	6/30/2016	Emergency Services Consulting International	Cameron Phillips Mileage for 2/10/16 - Feb 2016	164.16	10	GENERAL
22473	6/30/2016	Emergency Services Consulting International	Consulting - Jan 21-30 development of project	3,520.00	10	GENERAL
22473	6/30/2016	Emergency Services Consulting International	Consulting - report research & development	9,600.00	10	GENERAL
Total 22473	6/30/2016			13,345.72		
22474	6/30/2016	Eastern Municipal Water District	Water bill; Billing Period: 4/26/16 to 5/27/16	2,108.45	20	GAS TAX
Total 22474	6/30/2016			2,108.45		
22475	6/30/2016	Frontier	Internet, Billing Period: 6/13/16 to 7/12/16	338.96	10	GENERAL
Total 22475	6/30/2016			338.96		
22476	6/30/2016	Dawn Haggerty	Expense report, June 8, 2016	93.21	10	GENERAL
Total 22476	6/30/2016			93.21		
22477	6/30/2016	Ariel Hall	Cell Phone and Mileage reimbursement	86.35	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22477	6/30/2016			86.35		
22478	6/30/2016	NATIONWIDE RETIREMENT SOLUTIONS	Pay Period 06/15/2016	35.36	10	GENERAL
Total 22478	6/30/2016			35.36		
22479	6/30/2016	NATIONWIDE RETIREMENT SOLUTIONS	Pay Period 6/30/2016	39.93	10	GENERAL
Total 22479	6/30/2016			39.93		
22480	6/30/2016	Edward Aguirre, c/o Production Video	Coverage for CL council meetings, July 2016 - June 2017	1,250.00	10	GENERAL
Total 22480	6/30/2016			1,250.00		
22481	6/30/2016	Rogers, Anderson, Malody & Scott, LLP	Accounting April 2016	6,500.00	10	GENERAL
22481	6/30/2016	Rogers, Anderson, Malody & Scott, LLP	Accounting for May 2016	6,500.00	10	GENERAL
22481	6/30/2016	Rogers, Anderson, Malody & Scott, LLP	Accounting March 2016	6,500.00	10	GENERAL
Total 22481	6/30/2016			19,500.00		
22482	6/30/2016	JOHN REGUS	Suite C - Library, Rent for August 2016	983.45	10	GENERAL
Total 22482	6/30/2016			983.45		
22483	6/30/2016	County Executive Office	Miscellaneous/Admin Expense Southwest Communities Financing	741.20	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22483	6/30/2016			741.20		
22484	6/30/2016	County Executive Office, Finance	Quarterly Sheltering Services, July - Sept 2016	12,941.28	10	GENERAL
Total 22484	6/30/2016			12,941.28		
22485	6/30/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Extra Duty - Fiesta Days	6,308.19	10	GENERAL
Total 22485	6/30/2016			6,308.19		
22486	6/30/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Contract Law Enforcement April 2016	117,151.96	10	GENERAL
Total 22486	6/30/2016			117,151.96		
22487	6/30/2016	COUNTY OF RIVERSIDE-TLMA	Fy16 May SLF Costs; Invoice Date: 6/15/16	910.23	20	GAS TAX
Total 22487	6/30/2016			910.23		
22488	6/30/2016	SOUTHERN CALIFORNIA EDISON	Billing Period May 20- June 21 Small Conference Room	28.57	10	GENERAL
22488	6/30/2016	SOUTHERN CALIFORNIA EDISON	Electricity, Billing Period May 16, 2016 to June 15, 2016	1,211.77	10	GENERAL
22488	6/30/2016	SOUTHERN CALIFORNIA EDISON	Electricity, Billing Period: May 16, 2016 to June 15, 2016	247.59	10	GENERAL
22488	6/30/2016	SOUTHERN CALIFORNIA EDISON	Electricity, Billing Period: May 16, 2016 to June 15, 2016	185.82	20	GAS TAX
22488	6/30/2016	SOUTHERN CALIFORNIA EDISON	Electricity; Billing Period: April 21, 2016 to May 20, 2016	17.18	20	GAS TAX
22488	6/30/2016	SOUTHERN CALIFORNIA EDISON	Billing Period 5/23/16 - 6/22/16	84.53	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2016 Through 6/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22488	6/30/2016			1,775.46		
22489	6/30/2016	Special District Risk Management Authority	Dental and Vision July 2016	198.79	10	GENERAL
Total 22489	6/30/2016			198.79		
22490	6/30/2016	STAPLES	Office Supplies - Copy Paper	88.54	10	GENERAL
22490	6/30/2016	STAPLES	Office Supplies-trash bag & white out; Invoice date: 6/11/16	154.94	10	GENERAL
Total 22490	6/30/2016			243.48		
22491	6/30/2016	TelePacific Communications	Phone June-July 2016	498.56	10	GENERAL
Total 22491	6/30/2016			498.56		
22492	6/30/2016	Tyco Integrated Security LLC	Alarm system; Billing period: 7/1/16 to 9/30/16	168.39	10	GENERAL
Total 22492	6/30/2016			168.39		
22493	6/30/2016	JOHN ZAITZ	Mileage, Phone & Internet Reimbursement	179.93	10	GENERAL
Total 22493	6/30/2016			179.93		
Report Total				843,539.78		

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
ANIMAL FRIENDS	Animal Control Services Month April 2016	3,500.00
Corelogic	United States Property Detail Report Realquest.com	1.25
CR&R	Canyon Lake Refuse, 5/16/2016	458,089.04
CTAI PACIFIC GREENSCAP	Landscape Maintenance for May 2016	5,200.00
	Replaced irrigation filter & labor, 3/1/2016	1,775.00
Department of Justice	Fingerprinting, Invoice Date: 06/03/2016	32.00
Executive Cleaning Services, LLC	Cleaning Services for June 2016	925.00
NEXTEL	Phone Bill, Billing Period: 4/25/16 to 5/24/16	175.15
REGUS	July Rent for Small Conference Room	250.00
Riv Co Sheriff Acctg	Contract Facility Expenses FY 15/16; Invoice Date: 5/26/2016	51,943.44
	Rate Adjustment FY16, Invoice Date: 5/26/2016	75,925.93
SCE	Electricity Bill, Billing Period: 4/22/16 to 5/23/16	92.73
	Electricity Bill, Billing Period: April 29 to May 31, 2016	400.36
Sparkletts	Water Bill, May 2016	41.63
STAPLES	Office Supplies, Invoice Date: 5/21/16	191.09
	Office Supplies, Invoice Date: 5/28/16	183.44
STATE FUND	Deposit for Workers Comp, June 2016	2,660.40
	Workers Comp June 2016	1,534.08
Synoptek	Managed Server & Help Desk, June 2016	1,725.00
XEROX	Black & Color Prints, May 2016	865.58
ZAITZ	Reimbursement for mileage & phone, June 2016	100.00
Report Total		605,611.12

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
PETTY CASH	Petty Cash - Certified mailing, snacks & notice of exemption	193.87
Report Total		<u>193.87</u>

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
AMERICAN FORENSIC	Drug Testing; Invoice Date: 5/31/16	100.00
CHARLES ABBOTT	Engineering Services, May 2016	12,135.82
	Engineering Services, May 2016	1,199.00
	Permit & Plan Review, May 2016	8,625.05
Cota Cole	Professional Services, June 6, 2016	3,740.00
Department of Justice	Drug Testing, May 2016	35.00
EVMWD	Water & Sewer, Billing Period: 04-25-16 to 5-25-16	106.52
Frontier	Fios Internet, Billing Period: 06/10/16 to 07/09/16	144.99
	Phones, Billing Period: 06/10/16 to 07/09/16	58.48
RCA	MSHCP for June 2016	1,952.00
Riv Co Sheriff Acctg	FY16 RMS/CLETS; Billing period: 7/1/15 to 6/30/16	8,323.00
SCE	Electricity, Billing period: 05/10/16 to 06/09/16	285.46
STAPLES	Office Supplies, Invoice Date: 6/4/16	69.10
STATE FUND	Premium for July; 6/1/16 to 7/1/16	1,664.23
TWO BROS	2 Keys, June 6, 2016	4.86
US Bank	U.S. Bank; June 2016	1,009.28
VERIZON	Cell Phones; May 4, 2016 to June 3, 2016	239.10
WRCOG	TUMF for June 2016	4,437.00
Report Total		44,128.89

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
ANIMAL FRIENDS	Animal Control May 2016	3,500.00
Avenet LLC	Website Design Annual Fee	4,755.00
BIO-TOX	Blood Alcohol Test	730.00
	Blood Alcohol Test	39.00
CTAI PACIFIC GREENSCAP	Landscape Maint Fire Station June 2016	250.00
	Landscape Median & Parkways June 2016	5,200.00
DATA TICKET	Code Enforcement Citation Processing	133.00
	Monthly Parking May 2016	100.00
Emergency Services Consulting Inter	Cameron Phillips Mileage - January 2016	61.56
	Cameron Phillips Mileage for 2/10/16 - Feb 2016	164.16
	Consulting - Jan 21-30 development of project	3,520.00
	Consulting - report research & development	9,600.00
EMWD	Water bill; Billing Period: 4/26/16 to 5/27/16	2,108.45
Frontier	Internet, Billing Period: 6/13/16 to 7/12/16	220.80
	Internet, Billing Period: 6/13/16 to 7/12/16	118.16
Haggerty	Expense report, June 8, 2016	93.21
Hall	Cell Phone and Mileage reimbursement	86.35
NATIONWIDE	Pay Period 06/15/2016	35.36
	Pay Period 6/30/2016	39.93
Prod. Video	Coverage for CL council meetings, July 2016 - June 2017	1,250.00
RAMS	Accounting April 2016	6,500.00
	Accounting for May 2016	6,500.00
	Accounting March 2016	6,500.00
REGUS	Suite C - Library, Rent for August 2016	983.45
riv Co Exec	Miscellaneous/Admin Expense Southwest Communities Financing	741.20
Riv Co Executive	Quarterly Sheltering Services, July - Sept 2016	12,941.28
Riv Co Sheriff Acctg	Contract Law Enforcement April 2016	117,151.96
	Extra Duty - Fiesta Days	6,308.19
Riv Co TLMA	Fy16 May SLF Costs; Invoice Date: 6/15/16	910.23
SCE	Billing Period 5/23/16 - 6/22/16	84.53
	Billing Period May 20- June 21 Small Conference Room	28.57
	Electricity, Billing Period May 16, 2016 to June 15, 2016	1,211.77
	Electricity, Billing Period: May 16, 2016 to June 15, 2016	247.59
	Electricity, Billing Period: May 16, 2016 to June 15, 2016	185.82
	Electricity; Billing Period: April 21, 2016 to May 20, 2016	17.18

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
SDRMA	Dental and Vision July 2016	198.79
STAPLES	Office Supplies - Copy Paper	88.54
	Office Supplies-trash bag & white out; Invoice date: 6/11/16	154.94
TelePacific	Phone June-July 2016	498.56
TYCO - ADT	Alarm system; Billing period: 7/1/16 to 9/30/16	168.39
ZAITZ	Mileage, Phone & Internet Reimbursement	179.93
Report Total		<u>193,605.90</u>



Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation

Common Tasks

Name: City of Canyon Lake CalPERS ID: 3813045770

Menu

Billing and Payments

Super Funded

Accounts

Rate Plan Details

Payment Accounts

Payment Request Acceptance

Your request for payment has been accepted.

- Please print this page for your records.
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will be reflected in your CalPERS account once the payment has been received by CalPERS.
- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

Payment Setup Total

Total Payment Amount: \$1,477.42

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000712026	06/10/2016	100000014551452	Employer Contribution, Classic, 1684, CalPERS, 2015/2016	EFT - Debit	122234149	\$599.37
1000712027	06/10/2016	100000014554330	Employer Contribution, PEPR New, 26189, CalPERS, 2015/2016	EFT - Debit	122234149	\$878.05

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Build: v5.9.0.a Baseline: 160503_181603_v5.9_Int.8786 UID: 318

OTB Pay
6/15/16 JP



Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation

Common Tasks Name: City of Canyon Lake CalPERS ID: 3813045770

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- Billing and Payments
- Super Funded Accounts
- Rate Plan Details
- Payment Accounts

Payment Request Acceptance

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Payment Setup Total

Total Payment Amount: \$1,492.95

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000715242	06/17/2016	100000014551452	Employer Contribution, Classic, 1684, CalPERS, 2015/2016	EFT - Debit	122234149	\$635.08
1000715243	06/17/2016	100000014554330	Employer Contribution, PEPPRA New, 26189, CalPERS, 2015/2016	EFT - Debit	122234149	\$857.87

OK to pay
6/21/16



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Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation

Common Tasks **Name:** City of Canyon Lake **CalPERS ID:** 3813045770

Menu **Payment Request Acceptance**

Billing and Payments

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- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

Payment Setup Total
Total Payment Amount: \$126.03

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000708090	06/01/2016	10000001475777	Employer Billing, Health - Medical	EFT - Debit	122234149	\$126.03

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Build: v5.9.0.a Baseline.160503.181603_v5.9.Int.8786 UID: 318

Ok to pay
6/1/16

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 06/15/2016
Process: 2016061501
Period: 06/01/2016 to 06/15/2016

Department: (30) Special Enforcement Team

Employee	Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt
Feeney, Michael S	Reg	Regular	21.00	543.48		CA	California ST	543.48	CAETT	CA Edu & T	0.54	543.48	0.54	543.48	28.26	543.48
Emp Id						CASDI	CA SDI - Etr	4.89	CASUI	California ST	543.48	543.48		580.17		
Rate						FTTW	Federal Incoi	48.14	MED-R	Medicare - E	7.89	543.48	7.89	482.57		
						MED	Medicare	7.88				543.48		482.57		
Total Earnings			21.00	543.48	Total Deductions			0.00	Total Employer Taxes		60.91	60.91	36.69			
van R	Reg	Regular	28.00	784.00		CA	California ST	784.00	CAETT	CA Edu & T	0.00	784.00	0.00	784.00		
Emp Id						CASDI	CA SDI - Etr	7.05	CASUI	California ST	0.00	784.00	0.00	795.37		
Rate						FTTW	Federal Incoi	84.21	MED-R	Medicare - E	11.37	784.00	11.37	795.37		
						MED	Medicare	11.37				784.00		671.43		
Total Earnings			28.00	784.00	Total Deductions			0.00	Total Employer Taxes		112.57	112.57	11.37			

Department: (30) Special Enforcement Team Total

Employee	Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt
Female	0	Reg	Regular	49.00	1327.48	CA	California ST	1327.48	CAETT	CA Edu & T	0.54	1327.48	0.54	1327.48		
Male	1					CASDI	CA SDI - Etr	11.94	CASUI	California ST	1327.48	1327.48		1375.54		
						FTTW	Federal Incoi	132.35	MED-R	Medicare - E	19.25	1327.48	19.25	1375.54		
						MED	Medicare	19.25				1327.48		1154.00		
Total Earnings			49.00	1327.48	Total Deductions			0.00	Total Employer Taxes		173.48	173.48	48.06			

Report Total

Employee	Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt
Female	4	125CO	125 Cash	1099.86	457B EE I	CA	California ST	13339.83	CAETT	CA Edu & T	1113.86	1113.86	1.11	14100.89		
Male	2	Reg	Regular	301.50	PTAXE Pre-Tax P	CASDI	CA SDI - Etr	14100.89	CASUI	California ST	1113.86	1113.86	57.92	14364.38		
						FTTW	Federal Incoi	13339.83	MED-R	Medicare - E	204.46	14100.89	204.46	14364.38		
						MED	Medicare	204.46				14100.89		11256.07		
Total Earnings			311.00	14100.89	Total Deductions			761.06	Total Employer Taxes		2083.76	2083.76	263.49			

Aaron Palmer

Aaron Palmer, City Manager

6/15/16
Date

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

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Jean Voshall, Code Enforcement Officer

DATE: July 6, 2016

SUBJECT: Public Hearing to abate public nuisance at 22921 Sandpiper Court, Canyon Lake, CA

Recommendation

It is recommended that the City Council: Approve Resolution No. 2016-26, declaring 22921 Sandpiper Court to be a public nuisance and authorizing the City staff to take the necessary steps to cause abatement of that nuisance.

Background

The home is located at 22921 Sandpiper Ct. This home has been an ongoing problem with having a green pool and being unsecured since 3/1/2016. On that date, CEO Voshall and SEO Feeny physically went to this location per POA request/complaint and found the pool completely filled with green/algae water and the property specific unsecured via the windows located at the rear of the home. As per City protocol, we contacted the bank thought to be the responsible party so as to have them drain the pool and secure the property. On 3/5/16 U.S. Bank Home Mortgage sent a representative to abate the problem but was denied access through the gates because they were not the legal property owner. Albeit the home was in foreclosure at the time, a Mr. Sean Tousseau, is still listed as the property owner.

On 3/24/16, CEO Voshall and SEO Feeny again drove to this location and found the property still unsecured and the pool filled with green algae water. As a result, a nuisance letter was sent certified mail #7015 0640 0000 4170 4175 to Mr. Tousseau, outlining the areas of concern. On 3/26/16, we received a signed receipt from Mr. Tousseau.

On 4/12/16, CEO Voshall and SEO Feeny again drove to the Sandpiper location and issued a citation #CL02760 consisting of \$100 for a hazardous pool and \$100 for an unsecured property. The citation was then posted on the front door of the property, and sent via Certified Mail USPS and first class mail USPS. There was never a reply from Mr. Tousseau.

On 5/10/16, CEO Voshall and SEO Feeney again drove to the Sandpiper location and issued another citation #CL02772 consisting of \$200 for hazardous pool and \$200 for unsecured property. The citation was then posted to the front door. The citation was also sent certified and regular mail. Mail was returned unclaimed.

On 5/31/16, CEO Voshall and SEO Feeney again drove to the Sandpiper location and issued citation #CL02780 consisting of \$500 for hazardous pool and \$500 for unsecured property. On this date, the citation was posted at the front door and sent via Certified Mail USPS and first class mail USPS. It should be noted that the reason for our continuing to Cite this location and Mr. Tousseau is for continual refusal to comply with our CLMC ordinance 11.20.010 (b) and (g).

Budget (or Fiscal) Impact

Unknown cost of abatement; reimbursement likely upon sale, as a result of recorded lien and or special assessment placed on the property.

Attachments

1. Resolution No. 2016-26

RESOLUTION NO. 2016-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE DECLARING 22921 SANDPIPER COURT TO BE A PUBLIC NUISANCE AND AUTHORIZING THE CITY STAFF TO TAKE THE NECESSARY STEPS TO CAUSE ABATEMENT OF THAT NUISANCE

WHEREAS, on July 6, 2016, at a duly noticed public hearing, the City Council of the City of Canyon Lake considered evidence of a public nuisance at the residential property located at 22921 Sandpiper Court, APN: 353-232-008; and

WHEREAS, such evidence is set out in the staff report for the hearing and in the record of that hearing, which are incorporated into this Resolution; and

WHEREAS, the staff report and record of the hearing also confirm that notice of such public nuisance was given to the owners of record of the property as well as to the mortgage holder for the property; and

WHEREAS, the City has worked on obtaining voluntary abatement of such nuisance for a long period of time, but such voluntary abatement has not occurred.

NOW, THEREFORE, the City Council of the City of Canyon Lake does resolve and order as follows:

1. The Recitals set out above are true and correct.
2. For the reasons set out here, in the staff report and in the report of the public hearing, the property located at 22921 Sandpiper Court is declared to be a public nuisance.
3. City staff is authorized to take all necessary actions to cause such nuisance to be abated as soon as possible and the costs of such abatement, including direct and indirect overhead, recorded as a lien or special assessment against the property after compliance with the appropriate procedures to confirm the amount thereof.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2016.

Tim Brown, Mayor

ATTEST:

Ariel M Hall, CMC, City Clerk

State of California)
County of Riverside) ss
City of Canyon Lake)

I, Ariel M. Hall, CMC, City Clerk of the City of Canyon Lake, California, do hereby certify that the foregoing is a true and correct copy of the Resolution No. 2016-26 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting held on the 6th day of July, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ariel M. Hall, CMC, City Clerk

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

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: July 6, 2016

SUBJECT: Discussion regarding potential development of Bureau of Land Management (BLM) property in City Limits

This item is a verbal discussion to take place at the meeting.

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

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: July 6, 2016

SUBJECT: Approval of Contracts for Fire Services

Recommendation

Staff recommends that the City Council approve the "Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City of Canyon Lake" and the "Cooperative Cost Sharing Agreement Between The City of Canyon Lake, The City of Lake Elsinore, The City of Menifee, And The County of Riverside To Provide Fire Services In The City of Canyon Lake". Also, direct City Manager to inform the County of Riverside as to the City starting it's own fire department.

Background

The "Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Canyon Lake" between the City of Canyon Lake and the County of Riverside allows for fire services to be provided by fire stations that surround the City of Canyon Lake. As part of this agreement, the City of Canyon Lake would be paying for a total of 5 personnel divided between the cities of Lake Elsinore and Menifee, as well as administrative positions and support from the County of Riverside. The term of the agreement is one-year from the date the final document is executed. While this agreement will not staff the City's fire station, this will provide prompt emergency response to Canyon Lake residents while the City continues to develop its own municipal Fire Department. The "Cooperative Cost Sharing Agreement Between The City of Canyon Lake, The City of Lake Elsinore, The City of Menifee, And The County of Riverside To Provide Fire Services In The City of Canyon Lake" is a 4-party agreement that outlines the way the costs and payments are split between the parties. The term of this agreement follows the term of the Cooperative Agreement between the City of Canyon Lake and the County. If the City Council chooses to approve the attached documents, as recommended by staff, the next step is to have the documents approved and executed by the cities of Lake Elsinore and Menifee, and the County of Riverside.

The County has requested a decision from the City as to if the City will start its own fire department. After reviewing the ESCI study, I do not believe it is in the City's best interest to start its own fire department. The cost in the study are very close to that proposed by the County. On top of these costs, the City will have to use reserve funds in order to purchase equipment necessary for such an enterprise. With the City Council concerned about the future financial health of the City, it would not be prudent at this time to spend reserve funds on the creation of a City owned fire department.

Fiscal Impact

The estimated fiscal responsibility for the City of Canyon Lake is \$1,207,679 for the twelve-month period of July 1, 2016 through June 30, 2017.

Attachments

1. Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City of Canyon Lake
2. Cooperative Cost Sharing Agreement Between The City of Canyon Lake, The City of Lake Elsinore, The City of Menifee, And The County of Riverside To Provide Fire Services In The City of Canyon Lake

**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 _____, 2016, 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 duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

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

SECTION II: DESIGNATION OF FIRE CHIEF

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

B. 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.

SECTION III: PAYMENT FOR SERVICES

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

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. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described above, shall be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

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, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease 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 in an amount not to exceed that set forth in Exhibit "A", as may be amended from time to time. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

E. The CITY, COUNTY, and Cities of Lake Elsinore and Menifee will enter into a cost sharing agreement. The method and levels of payment by each participating city to the County is detailed in that agreement and incorporated herein. A true and correct copy of this Fully Executed Cooperative Agreement is attached hereto as Exhibit "B" and is fully incorporated into this agreement. Approval of the agreement among the COUNTY, CITY and the Cities of Lake Elsinore and Menifee is a condition of precedent to the approval of this agreement.

F. 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.

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 G 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 July 1, 2016, to June 30, 2017.

B. By August 1, 2016, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services at a three-person minimum staffing level at Fire Station 60 or if the CITY intends to provide fire services on its own or through another jurisdiction. If CITY does wish to enter into a new AGREEMENT with COUNTY, CITY shall also advise COUNTY by August 1, 2016 whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this 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: 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 XI: 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 XII: 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 XIII: 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 XIV: 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 CANYON LAKE

City Manager
City of Canyon Lake
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 XV: 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.

///

[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 CANYON LAKE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

By: _____
ERIC STOPHER
Deputy County Counsel

(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 JUNE 2, 2016 FOR FY 2016/2017

CITY BUDGETED EXHIBIT "A" ESTIMATES

FISCAL YEAR 2016/2017	\$1,207,679
TOTAL CITY BUDGET ESTIMATES FOR 2016/2017	\$1,207,679

FY 2017 ESTIMATE
 TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF CANYON LAKE
 ESTIMATE DATED MARCH 8, 2016 FOR FY 2016/2017

	CAPTAIN'S ----- MEDICS	CAPTAIN'S MEDICS	ENGINEER'S ----- MEDICS	ENGINEER ----- MEDICS	FF II'S ----- MEDICS	FF II ----- MEDICS	TOTALS -----
STA #60							
Elsinore	0 0.0	0 0.0	0 0.0	0 0.0	158,260 1.0	509,356 3.0	667,616 4.0
Menifee	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	169,785 1.0	169,785 1.0
SUBTOTALS	0	0	0	0	158,260	679,141	837,401
SUBTOTAL STAFF	0	0	0	0	1	4	5
SUPPORT SERVICES							
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		9,617 4.0
Battalion Chief Support				75,164	.27 FTE per Station		75,164 1.0
Fleet Support				54,970	per Fire Suppression Equip		27,485 0.5
ECC Support					Calls/Station Basis		39,435
Comm/IT Support					Calls/Station Basis		67,022
Hazmat Support							10,883
SUPPORT SERVICES SUBTOTAL							<u>346,907</u>
ESTIMATED DIRECT CHARGES							
FIRE ENGINE USE AGREEMENT				25,331	each engine		10,705 12,666 0.5
TOTAL ESTIMATED CITY BUDGET							<u><u>\$1,207,679</u></u>

SUPPORT SERVICES

Administrative & Operational Services

Finance		5.0 Assigned Staff
Training		0.27 Battalion Chief Support
Data Processing	Procurement	5.27 Total Assigned Staff
Accounting	Emergency Services	
Personnel	Fire Fighting Equip.	
	Office Supplies/Equip.	

1	Fire Stations
757	Number of Calls
4	Assigned Medic FTE
0	Monitors/Defibs
1	Hazmat Stations
4	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 16/17 POSITION SALARIES TOP STEP

304,607	DEPUTY CHIEF	25,331	FIRE ENGINE
300,511	DIV CHIEF	20,805	SRVDEL
244,156	BAT CHIEF	7,658	VOL DEL
204,444	CAPT	6,425	MEDIC DEL
227,317	CAPT MEDIC	1,975	MEDIC MONITORS/DEFIBS REPLACEMENT
174,809	ENG	75,164	BATT DEL
196,043	ENG/MEDIC	16,626	ECC STATION
158,260	FF II	30.13	ECC CALLS
169,785	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

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
521680	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

COOPERATIVE AGREEMENT BETWEEN THE CITY OF CANYON LAKE, THE CITY OF LAKE ELSINORE, THE CITY OF MENIFEE, AND THE COUNTY OF RIVERSIDE TO PROVIDE FIRE SERVICES IN THE CITY OF CANYON LAKE

THIS AGREEMENT, was made and entered into this ____ day of _____, 2016, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") the City of Canyon Lake, the City of Lake Elsinore and the City of Menifee, duly created cities (hereinafter referred to as "CITIES").

SECTION 1: PURPOSE

A. The COUNTY has contracted with the City of Canyon Lake, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Canyon Lake, dated _____, 2016, by and between the City of Canyon Lake and the County of Riverside (the "Canyon Lake Cooperative Agreement").

B. The COUNTY has contracted with the City of Lake Elsinore, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Lake Elsinore, dated _____, 2016, by and between the City of Lake Elsinore and the County of Riverside (the "Lake Elsinore Cooperative Agreement").

C. The COUNTY has contracted with the City of Menifee, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Menifee, dated _____, 2016, by and between the City of Menifee and the County of Riverside (the "Menifee Cooperative Agreement").

D. The CITIES and COUNTY desire to enter into an agreement to provide fire protection services within the City of Canyon Lake This agreement is for the mutual benefit of both the COUNTY and the CITIES.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The Riverside County Fire Department will respond to 911 calls originating within the City of Canyon Lake where the response from fire personnel is appropriate. The fire personnel dispatched to these calls will be within the discretion of the Riverside County Fire Department and will be the closest available fire personnel. It is anticipated that the majority of these responses will initiate from the Riverside County Fire personnel within the City of Lake Elsinore or the City of Menifee.

SECTION III: COST SHARE

A. The Parties agree that the cost of the fire protection services within the City of Lake Elsinore and the City of Menifee shall be billed to the City of Lake Elsinore and the City of Menifee pursuant to the respective Cooperative Agreements with the COUNTY consistent with the current agreements referenced above. The cost for these services are evidenced by Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Lake Elsinore For FY 2016/2017 attached hereto as Exhibit "A" and Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Menifee for FY 2016/2017 attached hereto as Exhibit "B". These are attached hereto as Exhibits "A" and "B" respectively.

B. The Parties further agree that the cost of fire protection services within the City of Canyon Lake shall be billed to the City of Canyon Lake pursuant to the Cooperative Agreement with the COUNTY. The cost of these services are evidenced by Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Canyon Lake for FY 2016/2017 attached hereto as Exhibit "C".

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2016, to June 30, 2017.

SECTION V: INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

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

CITY OF CANYON LAKE
City Manager
31516 Railroad Canyon Road
Canyon Lake, CA 92587

CITY OF LAKE ELSINORE
City Manager
130 South Main Street
Lake Elsinore, CA 92530

CITY OF MENIFEE
City Manager
29714 Haun Road
Menifee, CA 92586

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the Superior Court in the County of Riverside. This selection of venue is made knowingly and with the advice of the parties' respective legal counsel. Should venue be challenged by any party for any reason, the parties agree and stipulate to venue in the Superior Court in the County of San Bernardino. No other venue will be requested by any party.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

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

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[Signature Provisions on following page]

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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: _____
TIM BROWN,
Mayor

ATTEST:
Aaron Palmer,
City Clerk

APPROVED AS TO FORM:
ELIZABETH MARTYN,
City Attorney

By: _____

By: _____
ELIZABETH MARTYN,
City Attorney

(SEAL)

Dated: _____

CITY OF LAKE ELISNORE

By: _____
BRIAN TISDALE,
Mayor

ATTEST:
DIANA GIRON,
City Clerk

APPROVED AS TO FORM:
BARBARA LEILBOLD,
City Attorney

By: _____

By: _____
BARBARA LEILBOLD,
City Attorney

(SEAL)

Dated: _____

CITY OF MENIFEE

By: _____
SCOTT MANN, Mayor,

ATTEST:
KATHY BENNETT,
City Clerk

APPROVED AS TO FORM:
JEFF MELCHING,
City Attorney

By: _____

By: _____
JEFF MELCHING,
City Attorney

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
JOHN J. BENOIT,
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: _____

By: _____
GREGORY P. PRIAMOS,
County Counsel

Deputy

(SEAL)