

CITY OF HIGHLAND REGULAR MEETING OF THE CITY COUNCIL AGENDA

REGULAR MEETING

November 24, 2020
6:00 p.m.
City Hall
Donahue Council Chambers
27215 Base Line
Highland, California

CITY COUNCIL MEMBERS

LARRY McCALLON, MAYOR
PENNY LILBURN, MAYOR PRO TEM
JESSE CHAVEZ, COUNCIL MEMBER
ANAELI SOLANO, COUNCIL MEMBER
JOHN P. TIMMER, COUNCIL MEMBER

STAFF

Joseph A. Hughes - City Manager
Chuck Dantuono - Director of Administrative Services/City Treasurer
Betty Hughes - City Clerk
Lawrence Mainez - Community Development Director
Carlos Zamano - Public Works Director/City Engineer
Maricela Marroquin - City Attorney

MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: www.cityofhighland.org

The City of Highland complies with the Americans with Disabilities Act of 1990. If you require special assistance to participate in this meeting, please call the City Clerk's Department at (909) 864-6861, ext. 226, at least 48 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, 27215 Base Line, Highland, CA 92346, during normal business hours.

SPECIAL NOTICE REGARDING COVID-19

In accordance with Governor Newsom's Executive Order N-25-20 and N-29-20, this meeting is being conducted via teleconference/Zoom. Anyone can join the meeting virtually or by phone.

Join the Zoom Meeting online: <https://zoom.us/j/93574989621>

- Listen to the meeting by calling:

(669) 900-9128
Meeting ID: 935 7498 9621#

Toll free phone numbers:
(877) 853-5247 or (888) 788-0099
Meeting ID: 935 7498 9621#

*If you encounter problems with the toll free numbers,
please use the other number listed above.*

Submission of Public Comments: For those wishing to make public comments at the November 24, 2020 Council meeting, please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted by 5:00 p.m. on November 24, 2020 to the City Clerk at publiccomment@cityofhighland.org. If you are making a comment regarding an item on the agenda, please identify the agenda item in the subject line. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting.

**CITY COUNCIL REGULAR MEETING
NOVEMBER 24, 2020 - 6:00 p.m.**

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

The City Clerk shall read all email comments received before 5:00 p.m., provided that the reading shall not exceed three (3) minutes because this is the time limit for speakers at a Council Meeting. The email comments submitted shall become part of the record of the Council Meeting.

CITY COUNCIL CONSENT CALENDAR

1. Waive the Reading of All Ordinances
RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.
2. Minutes – November 10, 2020 City Council Regular Meeting
RECOMMENDATION: Approve the Minutes as submitted.
3. Claim Consideration – Jayleen Monge, Marley Monge and Sherry Monge
RECOMMENDATION: George Hills Company recommends Council reject claim.
4. Warrant Register
RECOMMENDATION: Approve Warrant Register No. 713 for November 24, 2020, in the amount of \$720,470.31 and Payroll of \$105,352.07.
5. Treasurer's Report for October 2020
RECOMMENDATION: That the City Council receive and file Treasurer's Report for October 2020.
6. Records Destruction Authorization
RECOMMENDATION: That the City Council approve the destruction of certain records.
7. Notice of Completion – Bid No. 2019-09, "City-Wide Traffic Signal Battery Backup System Replacement" (Project sig19002)
RECOMMENDATION: That the City Council:
 1. Accept Project No. str19001 (Bid No. 2019-09, "City-Wide Traffic Signal Battery Backup System Replacement") as complete;
 2. Authorize the Mayor to sign the Notice of Completion; and
 3. Direct the City Clerk to file the Notice of Completion.

8. Bid Award – Bid No. 2020-08, “City-Wide Concrete Maintenance”
RECOMMENDATION: That the City Council:
1. Allow the apparent lowest bidder, Command Performance Constructors, Inc. (CPC), to withdraw its bid; and
 2. Award the contract for Bid No. 2020-08, “City-Wide Concrete Maintenance”, Bid Schedule A, to the responsive low bidder, Above All Names Construction.
9. Proposed City of Highland Community Development Block Grant (CDBG) Applications for Fiscal Year 2021-2022
RECOMMENDATION: That the City Council:
1. Approve the City’s application for Enhanced Code Enforcement that supports a portion of the salary and benefits of a Code Compliance Officer, Administrative Assistant and Community Development Director; and
 2. Approve the City’s application to construct pavement improvements and ancillary work on Cunningham Street from 9th Street to Base Line.

CITY COUNCIL PUBLIC HEARING

The order of business for Public Hearings shall be:

- 1) Mayor opens Public Hearing;
- 2) Staff presentation;
- 3) Applicant/Representative presentation;
- 4) Speakers in favor of proposal;
- 5) Speakers in opposition to proposal;
- 6) Applicant rebuttal;
- 7) Mayor closes Public Hearing;
- 8) Council discussion, motion and vote.

ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN.

No public hearing.

CITY COUNCIL LEGISLATIVE

10. Adoption of Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority, which Permits the Merger of Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund
RECOMMENDATION: That the City Council adopt Joint Powers Agreement (Attachment #1) and Bylaws (Attachment #2) for the California Intergovernmental Risk Authority, which permits the merger of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.
11. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.

12. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

RECOMMENDATION: Discussion and possible action.

ANNOUNCEMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (d)(3):

One case.

ADJOURN

Regular Meetings

December 8, 22 (no meeting December 22)

2021

January 12, 26; February 9, 23; March 9, 23; April 13, 27; May 11, 25; June 8, 22; July (no meetings); August 10, 24; September 14, 28; October 12, 26; November 9, 23; December 14, (December 28 - no meeting)

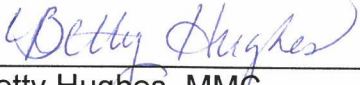
I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before November 19, 2020, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library
7863 Central Avenue

Fire Station No. 1
26974 Base Line

City Hall
27215 Base Line

Date: November 19, 2020



Betty Hughes, MMC
City Clerk



STAFF REPORT

TO THE CITY COUNCIL

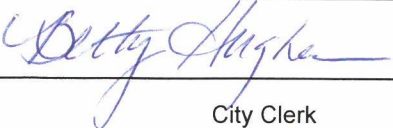
DATE: November 24, 2020

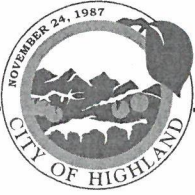
FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Waive the Reading of All Ordinances

RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>1</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – November 10, 2020 Regular Meeting

RECOMMENDATION: Approve the minutes as submitted.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>2</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

**MINUTES
CITY COUNCIL REGULAR MEETING
NOVEMBER 10, 2020**

CALL TO ORDER

The regular meeting of the City Council of the City of Highland was called to order at 6:00 p.m. by Mayor McCallon at the Donahue Council Chambers, 27215 Base Line, Highland, California.

The invocation was given by Pastor Rob Zinn, Immanuel Baptist Church, and the Pledge of Allegiance was led by Mayor Pro Tem Lilburn.

ROLL CALL

Present: Lilburn, McCallon, Timmer
Absent: Chavez, Solano

REPORT FROM CLOSED SESSION

No meeting.

SPECIAL PRESENTATIONS

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

Rod Torres spoke regarding his gratitude for the City's quick actions addressing his concerns with illegal street racing in his neighborhood.

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Council Member Timmer, seconded by Mayor Pro Tem Lilburn, to approve the consent calendar as submitted. Motion carried on a roll call vote, 3-0, with Council Member Chavez and Council Member Solano being absent.

1. Waive the Reading of All Ordinances
Waived the reading of all Ordinances in their entirety and read by title only.
2. Minutes – October 27, 2020 City Council Regular Meeting
Approved the Minutes as submitted.
3. Warrant Register
Approved Warrant Register No. 712 for November 10, 2020, in the amount of \$1,335,094.64 and Payroll of \$106,360.61.

4. Resolution No. 2020-053 Establishing Employee Salaries
 1. Approved Resolution No. 2020-053 establishing employee salaries;
 2. Approved the following budget adjustment: Transfer \$19,665 from 001-2100 (General Fund-Fund Balance) to be expended from 001-1450-3010 (General Government-Salaries); and
 3. Approved the attached job description.

RESOLUTION NO. 2020-053
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, ESTABLISHING EMPLOYEE SALARIES

5. Easement Acceptance/Morris (7398 Golondrina Drive)
 1. Accepted Grant of Easement for Road and Drainage purposes from Marisol Morris; and
 2. Directed the City Clerk to record the Grant of Easement.
6. Easement Acceptance/Sanchez (7995 Cortez Street)
 1. Accepted the Grant of Easement for Road and Drainage purposes from Daniel & Maria Sanchez; and
 2. Directed the City Clerk to record the Grant of Easement
7. Easement Acceptance/Jose A. Huizar – 3rd Street and 5th Street Corridors Improvement Project (Project No. str18001)
 1. Accepted the Grant of Easement for Road and Drainage purposes from Jose A. Huizar; and
 2. Directed the City Clerk to record the Grant of Easement.
8. Bid Award – Bid No. 2020-09, “City-Wide Traffic Striping and Pavement Marking Maintenance Contract”

Awarded the bid for Bid No. 2020-09, “City-Wide Traffic Striping and Pavement Marking Maintenance Contract,” to the responsive low bidder, Interstate Striping & Signs, Inc.

CITY COUNCIL PUBLIC HEARING

No public hearing.

CITY COUNCIL LEGISLATIVE

9. State Department of Parks and Recreation per Capita Grant Program Application Authorization Resolution

City Manager Hughes gave a brief review of the staff report.

A MOTION was made by Council Member Timmer, seconded by Mayor Pro Tem Lilburn, to adopt Resolution No. 2020-054 authorizing the submittal of applications for per capita grant programs offered by the State Department of Parks and Recreation and to authorize the City Manager or his/her designee to execute all documents on its behalf. Motion carried, 3-0, with Council Member Chavez and Council Member Solano being absent.

RESOLUTION NO. 2020-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, APPROVING APPLICATION(S) AND PROCEDURES FOR THE STATE DEPARTMENT OF PARKS AND RECREATION PER CAPITA GRANT FUNDS PROGRAM

10. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

City Manager Hughes stated a brief update regarding COVID-19, county-wide we are at a little over 70,000 confirmed cases, testing county-wide we are at 888,000 tests and there have been just over 1,000 deaths county-wide. Hospitalization rate, unfortunately, is continuing to trend up in the County. The ICU and ventilators are remaining somewhat flat and there is a slight upward trend, but those seem to be under control. We are still in the purple tier and as a matter of fact, the positivity rates are trending up and all the indicators as well, unfortunately. Parks are still open for passive recreational use only. We did start the Highland COVID Compliant Business Program which matches the County's \$2,500 per business. The County's COVID Complaint Hotline is still open, and that number is (909) 387-3911. There is some good news on the horizon, and he is sure everyone has heard, but there is a vaccine that sounds like it's going to be coming out with the initial tests showing it's 90% plus effective. There are some new treatments that were just approved by the FDA for high risk individuals and those were approved this week as well. So, there is some hope on the horizon. Just to bring the Council up to speed on some other items, there is a Draft Active Transportation Plan that the City was selected for by SCAG to help develop a model template active transportation plan, so that is underway. We did have some challenges because of COVID so we are modifying the way things are done with that, but the first draft is available for public input at <https://draftplan.highlandatplan.com>. There is also a link located on the City's webpage. Staff anticipates the draft plan to be reviewed by the Planning Commission in December and brought back to the Council in January, 2021. The Rexco development received conditional approval of a 200-unit apartment complex at the northwest corner of Greenspot Road and Webster Street two months ago. This week they submitted a revised site plan and building

elevations reflecting the amendments made by the Planning Commission as well as the City Council. The updated plans will be forwarded to Building and Safety, and Engineering for construction and grading plan check. At the first meeting on November 3, the newly appointed Planning Commission approved plans for the KFC/Taco Bell remodel, a new contractor storage yard on Meines Street and an ABC license for a cocktail lounge at the southwest corner of Base Line and Victoria Avenue. At their next meeting, the Planning Commission will review proposals for an amendment to the Mediterra Planned Development. The property that was carved out in the middle is now being added into the project. There will also be a sign program for Rio Ranch Market and an outdoor recreation improvement plan for Real Journeys Academy. Planning staff and the City's consultant will conduct a public outreach meeting via Zoom on November 12 to take input on the upcoming housing and safety element updates. Voting at the City Council Chambers, as the Council is aware, we did have voting held here. It was successful with the drop off box outside of City Hall remaining in place for the next five years. There was a constant flow of cars dropping off ballots since the first day of voting on October 5. We did have a lot of folks come through the facility and everything went well. The Fee Study, staff is putting the finishing touches on that and that will be coming forward to the Finance Subcommittee in December/January and to the City Council in January/February. Here is another update regarding a public improvement project, the Boulder Avenue improvement between San Manuel Village and Greenspot Road. It is a two mile stretch and includes a landscape median, parkway landscaping, median drainage, sidewalks, ADA ramps, bus stop, ADA landing areas, trail entrances, lighting, bridge lights, roadway street lights, sound wall architecture enhancement, graffiti coatings, pavement rehabilitation, bicycle detection systems, way finding signs and striping. That project will be going out to bid with the advertisement beginning on December 3 through January 12. The bid award will then be presented to the City Council for consideration, we are estimating February 9. Construction is estimated to begin March 2021. Approximately 80% of this project is funded by federal projects from the National and Regional Significance Program and AQMD Mobile Resource Solutions funds. Some brief stats from law enforcement, from October 26 to November 8 there were 1,760 calls for service. The police department took 124 reports, made 47 arrests and unfortunately, we did have one homicide. He will now give some updates on some upcoming activities. We have a Blood Drive coming up on November 30 at the Highland Police station, we also have the Friendsgiving Food Drive with collection locations at the Police Station, City Hall and Fire Station #2 and that will be from October 26 to November 13. The COVID Compliant Business Program, we have seventeen businesses that are approved and twenty-five pending. Regarding our Senior COVID Grocery Delivery Grant Program, we have two seniors approved with eight seniors pending. If you know of any seniors that would like to participate in this program, please let us know as we do have funds available. Burrtec completed illegal dumping workorders and this is an interesting stat, in all of 2019 there were 727 workorders, in 2020 to date, there has been 1,655. So, they are very busy out there taking care of the illegal dumping in the public right-of-way.

11. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

None

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor McCallon adjourned the meeting at 6:21 p.m.

Submitted By:

Approved By:

Betty Hughes, MMC
City Clerk

Larry McCallon
Mayor



STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

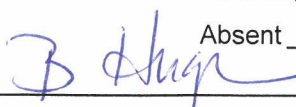
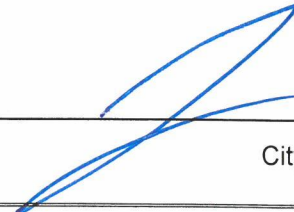
REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Nancy Wayne, George Hills Company, Claims Adjusters

SUBJECT: Claim Consideration – Jayleen Monge, Marley Monge and Sherry Monge

RECOMMENDATION: George Hills Company recommends the City Council reject the claims.

BACKGROUND: The Claims were received in the City Clerk's Office on October 27, 2020. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

C:\MyFiles\WPDATA\StaffReports\cc special STF.wpd

Approved _____	Motion _____	Second _____	Agenda Item No. <u>3</u>
Denied _____	_____	_____	File No. _____
Continued _____	Ayes _____		
Tabled _____	Noes _____		
	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

November 16, 2020

Betty Hughes
City of Highland

RE: Client: City of Highland
 Claim Number: GHC0033430
 Date of Loss: 05/02/2020
 Claimant: Jayleen Monge, Marley Monge and Sherry Monge

Dear Ms. Hughes:

We have reviewed the above captioned claim and request that you take the action indicated below:

- **Please issue a standard rejection to commence the statute of limitations.**

Please provide us with a copy of the notice sent.

Should you have any questions, please feel free to contact the undersigned.

Kindest Regards,
George Hills Company, Inc.

Samantha Morgan

Samantha Morgan
Sr. Claims Adjuster
Direct Dial: (909)763-7475
Email: Samantha.morgan@georgehills.com



October 26, 2020

Samantha Morgan
Senior Claims Adjuster
George Hills Company, Inc.
2910 Inland Empire Boulevard, Suite 104
Ontario, CA 91764

Re: Claimant(s): Marley Monge, Jayleen Monge, Sherry Monge
Incident Date: May 2, 2020

Dear Samantha:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on October 27, 2020, by the above referenced claimant(s). Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, November 24, 2020, pending your recommendation.

If you have any questions, please contact Chuck Dantuono at (909) 864-6861, ext. 224 or myself at ext. 226.

Sincerely,

Betty Hughes

Betty Hughes, MMC
City Clerk

cc: Joseph Hughes, City Manager
Chuck Dantuono, Director of Administrative Services
Maricela Marroquin, City Attorney

claims/george hills letters/gh monge ltr.docx



RECEIVED

CITY OF HIGHLAND
CITY CLERK

1 **LAW OFFICES OF MICHAEL A. SCAFIDDI**
2 **MICHAEL A. SCAFIDDI, ESQ. (SBN:188567)**
3 **MEGAN E. SCAFIDDI, ESQ. (SBN: 287506)**
4 **EVE MAESTRE, ESQ. (SBN: 320084)**
5 432 North Arrowhead Avenue
San Bernardino, California 92401
Telephone: 909/381-1000
Facsimile: 909/381-1077

6 Attorneys for Claimant, JAYLEEN MONGE, a minor
7 by and through her mother, SHERRY MONGE, and
8 SHERRY MONGE, an individual

9 **CLAIM FOR PERSONAL INJURIES**

10 (Under Government Code § 910, *et seq.*)

11 TO: CITY OF HIGHLAND

12 YOU ARE HEREBY NOTIFIED that JAYLEEN MONGE, a minor, and MARLY MONGE,
13 a minor, by and through their mother, SHERRY MONGE, and SHERRY MONGE, an individual,
14 whose address is 16764 Windcrest Drive, Fontana, California, 92337, claim damages for personal
15 injuries they suffered in an amount computed as of the date of the presentation of this claim in a sum
16 within the jurisdictional limit of the Superior Court.

17 This claim is based on a motor vehicle accident that occurred on or about May 2, 2020 at
18 approximately 7:13 p.m., at intersection of Greenspot Road and Santa Ana Canyon Road, in the City
19 of Highland, County of San Bernardino, State of California, under the following circumstances:

20 On the evening of Saturday, May 2, 2020, at approximately 7:13 p.m., Claimant JAYLEEN
21 MONGE, (10 years old) was a passenger in the middle back seat passenger (seat position eight) in
22 a 2002 Chevrolet Tahoe which was driven and owned by her uncle, Eric Salvador Ortega. Claimant,
23 MARLEY MONGE (7 years old) was a passenger in the right front seat (seat position three).

24 At this location, Greenspot Road is an asphalt-paved traveled roadway with one lane traveling
25 east and one lane traveling west. It is a two-lane divided highway with a speed limit of 55 miles per
26 hour. Santa Ana Canyon Road is a roadway with one lane traveling north, and one lane traveling
27 south. There are Edison poles on the north side of Greenspot Road. On this portion of the highway,
28 there are no street lights to illuminate the gravel part area of the roadway.

1 In the moments prior to the collision, Eric Salvador Ortega was driving the 2002 Chevrolet
2 Tahoe and was traveling at approximately fifty-five (55) miles per hour. Also seated in the vehicle
3 were three other minor children.

4 Earlier that day, Eric Salvador Ortega, his son, his daughter, and his three nieces, had been
5 to Forest Falls. Just prior to the collision, they were traveling westbound on Greenspot Road in the
6 City of Highland. As they came near to the intersection of Greenspot Road and Santa Ana Canyon
7 Road, there were several vehicles closely following Mr. Ortega's vehicle who were traveling at a
8 high rate of speed, so he drove onto the gravel area on the north side of Greenspot Road to allow the
9 vehicles to pass his vehicle. As the vehicle driven by Mr. Ortega approached the bend in the road,
10 the vehicle drifted to the north (right) entry of the dirt shoulder. As Mr. Ortega drove onto the
11 dirt/gravel area, he felt his vehicle swerve and "fishtail" and as his vehicle fishtailed, the vehicle
12 suddenly flipped over and rolled one rotation, and then came to a rest on its wheels.

13 In this area of Greenspot Road, there is only one lane for both eastbound and westbound
14 traffic. Due to the traffic traveling in both directions, when Mr. Ortega had several vehicles traveling
15 behind him at a high rate of speed, and which were closely behind his vehicle, he became caught in
16 a serious trap situation with no access to maneuvering his vehicle safely to avoid a collision. Due
17 to the gravel/debris area, the tires of the vehicle lost their grip and traction causing the vehicle to
18 fishtail and to flip over. Additionally, due to the failure of an asphalt/shoulder area, motorists have
19 no chance to recover as their vehicles drift to the right and track into the uneven dirt and gravel
20 shoulder adjacent to the roadway.

21 This created a dangerous condition of public property. Further, the CITY OF HIGHLAND
22 had actual and constructive notice of the dangerous condition and failed to take measures to correct
23 this dangerous condition and also failed to warn of and/or take efforts to make the roadway safe for
24 use by drivers of the general motoring public.

25 Under information and belief, Claimant believes that the area where the incident took place
26 is owned, controlled and/or maintained by the CITY OF HIGHLAND. Claimants further set forth
27 the CITY OF HIGHLAND had a duty to act reasonably and with due care to not cause or endanger
28 motorists traveling in this area of the roadway due to such hazards. Claimants set forth that the CITY

1 OF HIGHLAND failed to inspect and/or maintain this area of the roadway, negligently and carelessly
2 permitting a dangerous condition of public property to exist. Further, Claimants set forth that the
3 CITY OF HIGHLAND created a dangerous condition due to:

- 4 • Lack of any signage or other posted warnings to proceed with caution
- 5 • Poor lighting and/or visibility
- 6 • Failure of any safe ingress or egress creating a trap situation for motorists
- 7 • No path of escape and/or inability for evasive maneuvers for motorists to avoid any
8 hazardous conditions due to lack of shoulder adjacent to the lane of travel
- 9 • Uneven dirt/gravel shoulder under six feet in width which fails to allow motorists to
10 recover when they drift right (north) into a right to left bend in the roadway
- 11 • Lack of flat shoulder area that is at least ten feet (10') in width in an area of a winding
12 bend with only one lane in each direction constitutes a trap and a dangerous condition
13 of public property

14 Due to these conditions, it is impossible for northbound motorists to perceive any hazardous
15 traffic conditions and to avoid any hazardous conditions. Therefore, CITY OF HIGHLAND acted
16 unreasonably and without due care.

17 As a further contention, Claimants set forth that the CITY OF HIGHLAND, though its agents,
18 representatives and employees, had actual inquiry and/or constructive notice of the dangerous
19 condition of public property and had adequate time to remedy, repair, correct or warn against the
20 condition prior to May 2, 2020. By failing to remedy, repair, correct or warn against the dangerous
21 condition of public property, the CITY OF HIGHLAND acted unreasonably, negligently and/or
22 wrongfully.

23 It is further alleged that the aforementioned dangerous and/or defective condition posed a risk
24 of harm to persons using the roadway with due care and/or in a manner in which it would reasonably
25 and foreseeably be used, including, the use for which Claimants were using the roadway.

26 /////

27 /////

28 /////

1 Due to the severity of the collision, both JAYLEEN MONGE and MARLEY MONGE
2 sustained serious injuries.

3 As a result of the collision, Claimant, JAYLEEN MONGE was ejected from the vehicle, and
4 sustained brain swelling, a skull fracture, three pelvis fractures requiring surgery, immuno psychosis
5 (involving airway), carotid dissection, brain stem injury, defused head injury, road rash, and a 3 mm
6 midline shift in her brain. JAYLENE was in a coma for several days following the accident, and
7 remained in the ICU at Loma Linda University Medical Center until May 9, 2020. JAYLENE is still
8 undergoing therapy and rehabilitation at the present time, and her treatment to date exceeds One
9 Million Dollars (\$1,000,000.00).

10 As a result of the collision, Claimant, MARLEY MONGE sustained road rash on her back,
11 facial fractures, lacerations to her face, stitches to her lip, and bumps and bruises to her arms and
12 legs.

13 As a result of the collision, Claimant, SHERRY MONGE has suffered and will continue to
14 suffer physical and mental strains due to the injuries sustained by her two daughters, as well as
15 economic losses for medical expenses and in caring for her two daughters.

16 As a further direct and legal result of the carelessness, and/or recklessness, and/or
17 negligence of CITY OF HIGHLAND, Claimants have incurred, and will continue to incur in the
18 future, reasonable and necessary medical expenses.

19 TOTAL AMOUNT CLAIMED as of date of presentation of this claim is as follows:

20 Claimants: JAYLEEN MONGE, a minor, and MARLEY MONGE, a minor, by
21 and through their mother, SHERRY MONGE, and SHERRY
22 MONGE, an individual

23 Damages: General and Special Damages

24 Total Damages: Within the jurisdictional limit of the Superior Court

25 /////

26 /////

27 /////

28 /////

1 All notices of other communications with regard to this claim should be sent to claimant's
2 attorney, Michael A. Scafiddi, Esq., Law Offices of Michael A. Scafiddi, 432 North Arrowhead
3 Avenue, San Bernardino, California 92401.

4
5 DATED: October 23, 2020

LAW OFFICES OF MICHAEL A. SCAFIDDI

6
7 By: Michael A. Scafiddi
8 MICHAEL A. SCAFIDDI, ESQ.
9 Attorneys for Claimants
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RECEIVED

LAW OFFICES OF MICHAEL A. SCAFIDDI
MICHAEL A. SCAFIDDI, ESQ. (SBN:188567)
MEGAN E. SCAFIDDI, ESQ. (SBN: 287506)
EVE MAESTRE, ESQ. (SBN: 320084)
432 North Arrowhead Avenue
San Bernardino, California 92401
Telephone: 909/381-1000
Facsimile: 909/381-1077

CITY OF HIGHLAND
CITY CLERK

Attorneys for Claimant, JAYLEEN MONGE, a minor
by and through her mother, SHERRY MONGE, and
SHERRY MONGE, an individual

CLAIM FOR PERSONAL INJURIES

(Under Government Code § 910, *et seq.*)

TO: CITY OF HIGHLAND

YOU ARE HEREBY NOTIFIED that JAYLEEN MONGE, a minor, and MARLY MONGE, a minor, by and through their mother, SHERRY MONGE, and SHERRY MONGE, an individual, whose address is 16764 Windcrest Drive, Fontana, California, 92337, claim damages for personal injuries they suffered in an amount computed as of the date of the presentation of this claim in a sum within the jurisdictional limit of the Superior Court.

This claim is based on a motor vehicle accident that occurred on or about May 2, 2020 at approximately 7:13 p.m., at intersection of Greenspot Road and Santa Ana Canyon Road, in the City of Highland, County of San Bernardino, State of California, under the following circumstances:

On the evening of Saturday, May 2, 2020, at approximately 7:13 p.m., Claimant JAYLEEN MONGE, (10 years old) was a passenger in the middle back seat passenger (seat position eight) in a 2002 Chevrolet Tahoe which was driven and owned by her uncle, Eric Salvador Ortega. Claimant, MARLEY MONGE (7 years old) was a passenger in the right front seat (seat position three).

At this location, Greenspot Road is an asphalt-paved traveled roadway with one lane traveling east and one lane traveling west. It is a two-lane divided highway with a speed limit of 55 miles per hour. Santa Ana Canyon Road is a roadway with one lane traveling north, and one lane traveling south. There are Edison poles on the north side of Greenspot Road. On this portion of the highway, there are no street lights to illuminate the gravel part area of the roadway.

1 In the moments prior to the collision, Eric Salvador Ortega was driving the 2002 Chevrolet
2 Tahoe and was traveling at approximately fifty-five (55) miles per hour. Also seated in the vehicle
3 were three other minor children.

4 Earlier that day, Eric Salvador Ortega, his son, his daughter, and his three nieces, had been
5 to Forest Falls. Just prior to the collision, they were traveling westbound on Greenspot Road in the
6 City of Highland. As they came near to the intersection of Greenspot Road and Santa Ana Canyon
7 Road, there were several vehicles closely following Mr. Ortega's vehicle who were traveling at a
8 high rate of speed, so he drove onto the gravel area on the north side of Greenspot Road to allow the
9 vehicles to pass his vehicle. As the vehicle driven by Mr. Ortega approached the bend in the road,
10 the vehicle drifted to the north (right) entry of the dirt shoulder. As Mr. Ortega drove onto the
11 dirt/gravel area, he felt his vehicle swerve and "fishtail" and as his vehicle fishtailed, the vehicle
12 suddenly flipped over and rolled one rotation, and then came to a rest on its wheels.

13 In this area of Greenspot Road, there is only one lane for both eastbound and westbound
14 traffic. Due to the traffic traveling in both directions, when Mr. Ortega had several vehicles traveling
15 behind him at a high rate of speed, and which were closely behind his vehicle, he became caught in
16 a serious trap situation with no access to maneuvering his vehicle safely to avoid a collision. Due
17 to the gravel/debris area, the tires of the vehicle lost their grip and traction causing the vehicle to
18 fishtail and to flip over. Additionally, due to the failure of an asphalt/shoulder area, motorists have
19 no chance to recover as their vehicles drift to the right and track into the uneven dirt and gravel
20 shoulder adjacent to the roadway.

21 This created a dangerous condition of public property. Further, the CITY OF HIGHLAND
22 had actual and constructive notice of the dangerous condition and failed to take measures to correct
23 this dangerous condition and also failed to warn of and/or take efforts to make the roadway safe for
24 use by drivers of the general motoring public.

25 Under information and belief, Claimant believes that the area where the incident took place
26 is owned, controlled and/or maintained by the CITY OF HIGHLAND. Claimants further set forth
27 the CITY OF HIGHLAND had a duty to act reasonably and with due care to not cause or endanger
28 motorists traveling in this area of the roadway due to such hazards. Claimants set forth that the CITY

1 OF HIGHLAND failed to inspect and/or maintain this area of the roadway, negligently and carelessly
2 permitting a dangerous condition of public property to exist. Further, Claimants set forth that the
3 CITY OF HIGHLAND created a dangerous condition due to:

- 4 • Lack of any signage or other posted warnings to proceed with caution
- 5 • Poor lighting and/or visibility
- 6 • Failure of any safe ingress or egress creating a trap situation for motorists
- 7 • No path of escape and/or inability for evasive maneuvers for motorists to avoid any
- 8 hazardous conditions due to lack of shoulder adjacent to the lane of travel
- 9 • Uneven dirt/gravel shoulder under six feet in width which fails to allow motorists to
- 10 recover when they drift right (north) into a right to left bend in the roadway
- 11 • Lack of flat shoulder area that is at least ten feet (10') in width in an area of a winding
- 12 bend with only one lane in each direction constitutes a trap and a dangerous condition
- 13 of public property

14 Due to these conditions, it is impossible for northbound motorists to perceive any hazardous
15 traffic conditions and to avoid any hazardous conditions. Therefore, CITY OF HIGHLAND acted
16 unreasonably and without due care.

17 As a further contention, Claimants set forth that the CITY OF HIGHLAND, though its agents,
18 representatives and employees, had actual inquiry and/or constructive notice of the dangerous
19 condition of public property and had adequate time to remedy, repair, correct or warn against the
20 condition prior to May 2, 2020. By failing to remedy, repair, correct or warn against the dangerous
21 condition of public property, the CITY OF HIGHLAND acted unreasonably, negligently and/or
22 wrongfully.

23 It is further alleged that the aforementioned dangerous and/or defective condition posed a risk
24 of harm to persons using the roadway with due care and/or in a manner in which it would reasonably
25 and foreseeably be used, including, the use for which Claimants were using the roadway.

26 /////

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1 Due to the severity of the collision, both JAYLEEN MONGE and MARLEY MONGE
2 sustained serious injuries.

3 As a result of the collision, Claimant, JAYLEEN MONGE was ejected from the vehicle, and
4 sustained brain swelling, a skull fracture, three pelvis fractures requiring surgery, immuno psychosis
5 (involving airway), carotid dissection, brain stem injury, defused head injury, road rash, and a 3 mm
6 midline shift in her brain. JAYLENE was in a coma for several days following the accident, and
7 remained in the ICU at Loma Linda University Medical Center until May 9, 2020. JAYLENE is still
8 undergoing therapy and rehabilitation at the present time, and her treatment to date exceeds One
9 Million Dollars (\$1,000,000.00).

10 As a result of the collision, Claimant, MARLEY MONGE sustained road rash on her back,
11 facial fractures, lacerations to her face, stitches to her lip, and bumps and bruises to her arms and
12 legs.

13 As a result of the collision, Claimant, SHERRY MONGE has suffered and will continue to
14 suffer physical and mental strains due to the injuries sustained by her two daughters, as well as
15 economic losses for medical expenses and in caring for her two daughters.

16 As a further direct and legal result of the carelessness, and/or recklessness, and/or
17 negligence of CITY OF HIGHLAND, Claimants have incurred, and will continue to incur in the
18 future, reasonable and necessary medical expenses.

19 TOTAL AMOUNT CLAIMED as of date of presentation of this claim is as follows:

20 Claimants: JAYLEEN MONGE, a minor, and MARLEY MONGE, a minor, by
21 and through their mother, SHERRY MONGE, and SHERRY
22 MONGE, an individual

23 Damages: General and Special Damages

24 Total Damages: Within the jurisdictional limit of the Superior Court

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1 All notices of other communications with regard to this claim should be sent to claimant's
2 attorney, Michael A. Scafiddi, Esq., Law Offices of Michael A. Scafiddi, 432 North Arrowhead
3 Avenue, San Bernardino, California 92401.

4
5 DATED: October 23, 2020

LAW OFFICES OF MICHAEL A. SCAFIDDI

6
7 By: Michael A. Scafiddi
8 MICHAEL A. SCAFIDDI, ESQ.
9 Attorneys for Claimants
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9 **CLAIM FOR PERSONAL INJURIES**

10 (Under Government Code § 910, *et seq.*)

11 TO: CITY OF HIGHLAND

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14 whose address is 16764 Windcrest Drive, Fontana, California, 92337, claim damages for personal
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18 approximately 7:13 p.m., at intersection of Greenspot Road and Santa Ana Canyon Road, in the City
19 of Highland, County of San Bernardino, State of California, under the following circumstances:

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21 MONGE, (10 years old) was a passenger in the middle back seat passenger (seat position eight) in
22 a 2002 Chevrolet Tahoe which was driven and owned by her uncle, Eric Salvador Ortega. Claimant,
23 MARLEY MONGE (7 years old) was a passenger in the right front seat (seat position three).

24 At this location, Greenspot Road is an asphalt-paved traveled roadway with one lane traveling
25 east and one lane traveling west. It is a two-lane divided highway with a speed limit of 55 miles per
26 hour. Santa Ana Canyon Road is a roadway with one lane traveling north, and one lane traveling
27 south. There are Edison poles on the north side of Greenspot Road. On this portion of the highway,
28 there are no street lights to illuminate the gravel part area of the roadway.

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9 vehicles to pass his vehicle. As the vehicle driven by Mr. Ortega approached the bend in the road,
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2 attorney, Michael A. Scafiddi, Esq., Law Offices of Michael A. Scafiddi, 432 North Arrowhead
3 Avenue, San Bernardino, California 92401.

4
5 DATED: October 23, 2020

LAW OFFICES OF MICHAEL A. SCAFIDDI

6
7 By: Michael A. Scafiddi
8 MICHAEL A. SCAFIDDI, ESQ.
Attorneys for Claimants
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STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer 

PREPARED BY: Leticia Nava-Cruz, Senior Accountant

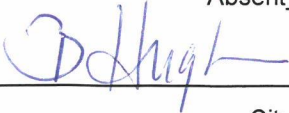
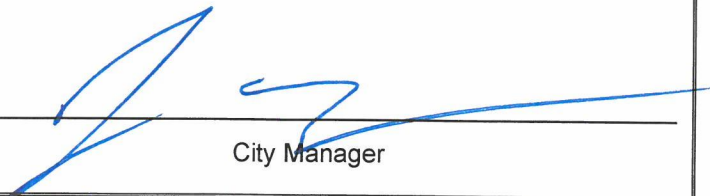
SUBJECT: Warrant Register #713

RECOMMENDATION: City Council to approve Warrant Register #713; Warrants in the amount of \$720,470.31 and Payroll in the amount of \$105,352.07.

FISCAL IMPACT: The total of Cash and Expenditures is \$825,822.38

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: See Printouts Attached.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>4</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

CITY OF HIGHLAND
WARRANT REGISTER #713

November 24, 2020

Warrants:

11/6/2020 Payroll Wire #519-522 & Ck #81830-81831	56,030.22
11/10/2020 Ck#81832-81871	189,919.26
11/17/2020 Ck#81872-81922	474,520.83

Total Warrants \$ 720,470.31

Payroll:

11/6/2020 Direct Deposits #10158-10197	102,635.64
11/6/2020 Ck #595-597	2,716.43

Total Payroll \$ 105,352.07

Total Warrants & Payroll \$ 825,822.38

APPROVED BY:

Larry McCallon
Finance Subcommittee

Joseph A. Hughes
City Manager

John Timmer
Finance Subcommittee

Chuck Dantuono
Director of Administrative
Services/City Treasurer

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
519	11/6/2020	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment	
			001.1170	
			ICMA DEFERRED COMP 457: Payment	6,568.01
			004.1170	
			ICMA DEFERRED COMP 457: Payment	430.12
			010.1170	
			ICMA DEFERRED COMP 457: Payment	294.01
			012.1170	
			ICMA DEFERRED COMP 457: Payment	12.50
			016.1170	
			ICMA DEFERRED COMP 457: Payment	12.50
			041.1170	
			ICMA DEFERRED COMP 457: Payment	316.34
			070.1170	
				237.03
			Total :	7,870.51
520	11/6/2020	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			PERS: Payment	
			012.1145	
			EPMC: Payment	169.03
			004.1145	
			EPMC: Payment	95.86
			006.1145	
			EPMC: Payment	19.56
			010.1145	
			EPMC: Payment	25.01
			012.1145	
			EPMC: Payment	2.35
			016.1145	
			EPMC: Payment	2.35
			023.1145	
			EPMC: Payment	6.54
			024.1145	
			EPMC: Payment	0.56
			041.1145	
				31.21

Voucher List
CITY OF HIGHLAND

Bank code : wfb

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Description/Account</u>	<u>Amount</u>
520	11/6/2020	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			042.1145	11.37
			EPMC: Payment	
			070.1145	51.38
			PERS: Payment	
			001.1145	14,209.69
			PERS: Payment	
			004.1145	2,347.36
			PERS: Payment	
			006.1145	630.82
			PERS: Payment	
			010.1145	850.32
			PERS: Payment	
			016.1145	169.02
			PERS: Payment	
			023.1145	93.53
			PERS: Payment	
			024.1145	18.79
			PERS: Payment	
			041.1145	445.94
			PERS: Payment	
			042.1145	311.53
			PERS: Payment	
			070.1145	734.13
			PERS SURVIVOR: Payment	
			001.1145	25.79
			PERS SURVIVOR: Payment	
			004.1145	4.06
			PERS SURVIVOR: Payment	
			006.1145	1.30
			PERS SURVIVOR: Payment	
			010.1145	1.07
			PERS SURVIVOR: Payment	
			012.1145	0.54
			PERS SURVIVOR: Payment	
			016.1145	0.54

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
520	11/6/2020	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS SURVIVOR: Payment	
			023.1145	0.23
			PERS SURVIVOR: Payment	
			024.1145	0.04
			PERS SURVIVOR: Payment	
			041.1145	0.32
			PERS SURVIVOR: Payment	
			042.1145	0.81
			PERS SURVIVOR: Payment	
			070.1145	0.64
			EPMC: Payment	
			001.1145	636.75
			Total :	20,898.44
521	11/6/2020	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			MEDICARE: Payment	
			016.1140	40.84
			MEDICARE: Payment	
			023.1140	18.90
			MEDICARE: Payment	
			024.1140	4.52
			MEDICARE: Payment	
			041.1140	88.23
			MEDICARE: Payment	
			042.1140	75.06
			MEDICARE: Payment	
			070.1140	128.66
			FEDERAL TAXES: Payment	
			001.1120	11,451.38
			FEDERAL TAXES: Payment	
			004.1120	1,845.83
			FEDERAL TAXES: Payment	
			006.1120	477.86
			FEDERAL TAXES: Payment	
			010.1120	646.31
			FEDERAL TAXES: Payment	

Voucher List
CITY OF HIGHLAND

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Voucher	Date	Vendor	Description/Account	Amount
521	11/6/2020	000119 INTERNAL REVENUE SERVICE	(Continued)	
			012.1120	
			FEDERAL TAXES: Payment	36.34
			016.1120	
			FEDERAL TAXES: Payment	36.33
			023.1120	
			FEDERAL TAXES: Payment	55.75
			024.1120	
			FEDERAL TAXES: Payment	15.87
			041.1120	
			FEDERAL TAXES: Payment	422.84
			042.1120	
			FEDERAL TAXES: Payment	217.48
			070.1120	
			SOCIAL SECURITY: Payment	549.48
			001.1140	
			MEDICARE: Payment	553.80
			001.1140	
			MEDICARE: Payment	3,012.88
			004.1140	
			MEDICARE: Payment	486.65
			006.1140	
			MEDICARE: Payment	129.14
			010.1140	
			MEDICARE: Payment	166.54
			012.1140	
				40.84
			Total :	20,501.53
522	11/6/2020	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	
			STATE TAXES: Payment	4,366.13
			004.1130	
			STATE TAXES: Payment	781.35
			006.1130	
			STATE TAXES: Payment	188.83
			010.1130	
				315.05

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
522	11/6/2020	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment	
			012.1130	25.22
			STATE TAXES: Payment	
			016.1130	25.21
			STATE TAXES: Payment	
			023.1130	14.74
			STATE TAXES: Payment	
			024.1130	5.27
			STATE TAXES: Payment	
			041.1130	172.36
			STATE TAXES: Payment	
			042.1130	80.92
			STATE TAXES: Payment	
			070.1130	242.35
			Total :	6,217.43
81830	11/6/2020	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT	
			ARROWHEAD UNITED WAY: Payment	
			001.1180	11.25
			ARROWHEAD UNITED WAY: Payment	
			004.1180	0.77
			ARROWHEAD UNITED WAY: Payment	
			041.1180	2.25
			ARROWHEAD UNITED WAY: Payment	
			070.1180	0.73
			Total :	15.00
81831	11/6/2020	003804 AFLAC WWWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC SPECIFIED HEALTH INS: Payment	
			012.1181	1.49
			AFLAC SPECIFIED HEALTH INS: Payment	
			016.1181	1.49
			AFLAC ACCIDENT INSURANCE: Payment	
			001.1181	109.93
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	12.82
			AFLAC ACCIDENT INSURANCE: Payment	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81831	11/6/2020	003804 AFLAC WWHQ	(Continued)	
			012.1181	
			AFLAC ACCIDENT INSURANCE: Payment	3.57
			016.1181	
			AFLAC ACCIDENT INSURANCE: Payment	3.57
			023.1181	
			AFLAC ACCIDENT INSURANCE: Payment	5.81
			024.1181	
			AFLAC CANCER INSURANCE: Payment	0.26
			001.1181	
			AFLAC DISABILITY INSURANCE: Payment	18.63
			001.1181	
			AFLAC DISABILITY INSURANCE: Payment	211.32
			004.1181	
			AFLAC DISABILITY INSURANCE: Payment	24.70
			012.1181	
			AFLAC DISABILITY INSURANCE: Payment	6.30
			016.1181	
			AFLAC DISABILITY INSURANCE: Payment	6.30
			024.1181	
			AFLAC HOSPITAL INSURANCE: Payment	0.50
			001.1181	
			AFLAC HOSPITAL INSURANCE: Payment	73.59
			012.1181	
			AFLAC HOSPITAL INSURANCE: Payment	6.70
			016.1181	
			AFLAC DENTAL: Payment	6.71
			001.1181	
			AFLAC DENTAL: Payment	27.87
			004.1181	
			AFLAC DENTAL: Payment	0.55
			041.1181	
			AFLAC DENTAL: Payment	1.66
			070.1181	
			AFLAC SPECIFIED HEALTH INS: Payment	0.58
			001.1181	
				2.96
			Total :	527.31

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
6		Vouchers for bank code : wfb		
			Bank total :	56,030.22
6		Vouchers in this report		
			Total vouchers :	56,030.22

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Voucher List
CITY OF HIGHLAND

Page: 1

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81832	11/10/2020	000011 ADVANCE TELECO USA	POLICE-SERVICE CALL POLICE-SERVICE CALL 001.2000.4245	225.00
Total :				225.00
81833	11/10/2020	000022 SB CO AUDITOR/CONTROLLER	ADD'L LAFCO FEES 2020-2021 ADD'L LAFCO FEES 2020-2021 001.1000.4346	596.58
Total :				596.58
81834	11/10/2020	000085 EAST VALLEY WATER DISTRICT	CANYON OAK PARK-OCT CANYON OAK PARK-OCT 016.8540.4030 BEATTIE IRRIGATION-OCT BEATTIE IRRIGATION-OCT 001.6000.4030 CORP YARD-OCT CORP YARD-OCT 004.8310.4030 CORP YARD-OCT CORP YARD-OCT 004.8310.4030 CORP YARD-OCT CORP YARD-OCT 004.8310.4030 ATHLETIC CTR-OCT ATHLETIC CTR-OCT 001.6000.4030 ATHLETIC CTR-OCT ATHLETIC CTR-OCT 001.6000.4030 YMCA COMMUNITY PARK-OCT YMCA COMMUNITY PARK-OCT 001.6000.4030 COMMUNITY PARK-OCT COMMUNITY PARK-OCT 001.6000.4030	1,301.79 6,536.67 70.27 121.76 786.14 35.14 273.61 223.58 228.30

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81834	11/10/2020	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			COMMUNITY PARK-OCT	
			COMMUNITY PARK-OCT	
			001.6000.4030	52.70
			CUNNINGHAM PARK-OCT	
			CUNNINGHAM PARK-OCT	
			016.8540.4030	72.81
			OAK CREEK PARK-OCT	
			OAK CREEK PARK-OCT	
			016.8540.4030	1,350.80
			COMMUNITY CTR-OCT	
			COMMUNITY CTR-OCT	
			001.6000.4030	52.70
			COMMUNITY CTR IRRIGATION-OCT	
			COMMUNITY CTR IRRIGATION-OCT	
			001.6000.4030	1,132.99
			LIBRARY/ELC-OCT	
			LIBRARY/ELC-OCT	
			001.6000.4030	70.27
			LIBRARY/ELC-OCT	
			LIBRARY/ELC-OCT	
			001.6000.4030	349.26
			LIBRARY/ELC-OCT	
			LIBRARY/ELC-OCT	
			001.6000.4030	1,301.54
			LMD'S-OCT	
			LMD'S-OCT	
			012.8500.4030	15,262.75
			Total :	29,223.08
81835	11/10/2020	000165 AT&T	CORP YARD-OCT	
			CORP YARD-OCT	
			004.8310.4060	466.80
			Total :	466.80
81836	11/10/2020	000165 AT&T	CITY HALL-OCT	
			CITY HALL-OCT	
			042.9510.4060	309.62

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81836	11/10/2020	000165	000165 AT&T	
			(Continued)	
			Total :	309.62
81837	11/10/2020	000165	AT&T	
			WHITE PAGES-NOV	
			WHITE PAGES-NOV	
			042.9510.4066	
			Total :	18.03
81838	11/10/2020	000203	SOUTHERN CALIFORNIA EDISON	
			LS#3-OCT	
			LS#3-OCT	
			013.8510.4011	
			LS#3-OCT	17.01
			LS#3-OCT	
			013.8510.4011	
			SIGNALS-OCT	96.09
			SIGNALS-OCT	
			004.8310.4580	
			SIGNALS-OCT	39.16
			013.8510.4011	
			OAK CREEK PARK-OCT	34.03
			OAK CREEK PARK-OCT	
			016.8540.4010	
			HIGHLAND AVE ALPR-OCT	12.66
			HIGHLAND AVE ALPR-OCT	
			001.2000.4062	
			LS#2-OCT	11.76
			LS#2-OCT	
			013.8510.4011	
			LS2-B-OCT	679.87
			LS2-B-OCT	
			013.8510.4011	
			LS-3 METERS-OCT	12.06
			LS-3 METERS-OCT	
			013.8510.4011	
			LS-3 METERS-OCT	56.87
			LS-3 METERS-OCT	
			013.8510.4011	
			LMD#48C-OCT	271.17
			LMD#48C-OCT	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81838	11/10/2020	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	305.61
			UPLIGHTING LMD 48-OCT	
			UPLIGHTING LMD 48-OCT	
			012.8500.4010	2.86
			UPLIGHTING LMD 48-OCT	
			013.8510.4011	31.01
			LMD#48B-OCT	
			LMD#48B-OCT	
			012.8500.4010	13.59
			LMD 13-OCT	
			LMD 13-OCT	
			012.8500.4010	4.48
			LMD#48C-OCT	
			LMD#48C-OCT	
			012.8500.4010	13.59
			LMD #55-OCT	
			LMD #55-OCT	
			012.8500.4010	13.46
			STATION #1-OCT	
			STATION #1-OCT	
			028.2050.4010	328.18
			STATION #1-OCT	
			029.2100.4010	328.18
			LS#1-OCT	
			LS#1-OCT	
			013.8510.4011	7,429.71
			SIGNALS-OCT	
			SIGNALS-OCT	
			004.8310.4580	2,544.74
			CUNNINGHAM PARK-OCT	
			CUNNINGHAM PARK-OCT	
			016.8540.4010	13.46
			HIGHLAND COMMUNITY PARK-OCT	
			HIGHLAND COMMUNITY PARK-OCT	
			001.6000.4010	202.15
			CANYON OAK PARK-OCT	
			CANYON OAK PARK-OCT	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81838	11/10/2020	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			016.8540.4010	18.02
			SEELEY PARK-OCT	
			SEELEY PARK-OCT	
			016.8540.4010	19.60
			LMD'S-OCT	
			LMD'S-OCT	
			012.8500.4010	528.69
			HIGHLAND AVE ALPR-OCT	
			HIGHLAND AVE ALPR-OCT	
			001.2000.4062	11.51
			CITY HALL-OCT	
			CITY HALL-OCT	
			042.9510.4010	755.47
			STATION #2-OCT	
			STATION #2-OCT	
			028.2050.4010	197.96
			STATION #2-OCT	
			029.2100.4010	197.96
			AURANTIA PARK-OCT	
			AURANTIA PARK-OCT	
			001.6000.4010	58.29
			LS 2 B CITY WIDE STREET LIGHTS-OCT	
			LS 2 B CITY WIDE STREET LIGHTS-OCT	
			013.8510.4011	19,649.68
			Total :	33,898.88
81839	11/10/2020	000208 STAPLES CREDIT PLAN	EPSON DESKTOP SCANNER	
			EPSON DESKTOP SCANNER	
			001.4600.4200	180.05
			LOGITECH - MOUSE/KEYBOARD COMBO	
			LOGITECH - MOUSE/KEYBOARD COMBO	
			001.1200.4200	44.10
			BROTHER P TOUCH LABEL MAKER	
			BROTHER P TOUCH LABEL MAKER	
			042.9510.4203	37.71
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81839	11/10/2020	000208 STAPLES CREDIT PLAN	(Continued)	
			001.4600.4200	122.53
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	
			001.1200.4200	21.95
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	
			001.3200.4200	48.48
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	
			001.3200.4200	18.32
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	
			001.3200.4200	11.85
			Total :	484.99
81840	11/10/2020	000774 ARROWHEAD CREDIT UNION-DEPT 91	COVID19: N95 MASKS	
			COVID19: N95 MASKS	
			030.8495.4349	245.64
			USB & OUTLET SURGE PROTECTORS	
			USB & OUTLET SURGE PROTECTORS	
			042.9510.4203	232.26
			REPLACEMENT BATTERY / CHARGER	
			REPLACEMENT BATTERY / CHARGER	
			001.2000.4200	18.95
			SEAGATE PORTABLE 5TB EXTERNAL HARD DRIVE	
			SEAGATE PORTABLE 5TB EXTERNAL HARD DRIVE	
			042.9510.4203	565.65
			IRIDIUM 9505A SATELLITE PHONE BATTERY	
			IRIDIUM 9505A SATELLITE PHONE BATTERY	
			001.2000.4206	106.67
			FREE STANDING MICROPHONE STANTD/BARREL C	
			FREE STANDING MICROPHONE STANTD/BARREL	
			001.1000.4200	37.62
			CITY HALL: PPE SUPPLIES	
			CITY HALL: PPE SUPPLIES	
			030.8495.4349	206.58

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81840	11/10/2020	000774	000774 ARROWHEAD CREDIT UNION-DEPT (Continued)	
			Total :	1,413.37
81841	11/10/2020	000774	ARROWHEAD CREDIT UNION-DEPT 91	
			ULTIMATE INTERNET ACCESS	
			ULTIMATE INTERNET ACCESS	
			042.9510.4208	
			NEWPORT FIRE - MEALS	40.00
			NEWPORT FIRE - MEALS	
			029.2100.4351	
			SCES VIRTUAL: L. MAINEZ	479.46
			SCES VIRTUAL: L. MAINEZ	
			001.4100.4320	
			SCWMF MEMBERSHIP: M. MORGAN	50.00
			SCWMF MEMBERSHIP: M. MORGAN	
			001.4200.4310	
			SCWMF WEBINAR: M. MORGAN	25.00
			SCWMF WEBINAR: M. MORGAN	
			001.4200.4320	
			PLUG-IN FOR NETWORK DRIVE	65.00
			PLUG-IN FOR NETWORK DRIVE	
			042.9510.4203	
			SECURE PASSWORD MANAGER	3.99
			SECURE PASSWORD MANAGER	
			042.9510.4203	
			COVID19: FREE CONFERENCE CALL.COM	73.48
			COVID19: FREE CONFERENCE CALL.COM	
			030.8495.4349	
			COVID19: ZOOM CONFERENCING	21.33
			COVID19: ZOOM CONFERENCING	
			030.8495.4349	
			INTEREST	110.00
			INTEREST	
			001.1700.4400	
			Total :	0.03
81842	11/10/2020	000824	J & M TROPHIES	
			NAME PLATE: C ZAMANO	
			NAME PLATE: C ZAMANO	
			001.1200.4200	
			Total :	868.29
				16.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81842	11/10/2020	000824	000824 J & M TROPHIES	
			(Continued)	
			Total :	16.00
81843	11/10/2020	000979	VERIZON WIRELESS	
			AIR CARDS-OCT	
			AIR CARDS-OCT	
			001.2000.4061	76.02
			CELL PHONES/AIR CARDS-NOV	
			CELL PHONES-NOV	
			004.8310.4061	140.80
			CELL PHONES-NOV	
			001.2000.4061	157.32
			AIR CARDS-NOV	
			001.2000.4062	1,064.46
			CELL PHONES-NOV	
			001.3200.4061	25.29
			CELL PHONES-NOV	
			001.4200.4061	75.25
			AIR CARDS-NOV	
			001.4500.4062	114.03
			CELL PHONES-NOV	
			001.4600.4061	104.96
			AIR CARDS-NOV	
			001.4600.4062	114.03
			CELL PHONES-NOV	
			001.6000.4061	61.51
			CELL PHONES-NOV	
			001.6010.4061	32.14
			CELL PHONES-NOV	
			001.6020.4061	26.08
			CELL PHONES-NOV	
			004.8310.4061	145.78
			AIR CARDS-NOV	
			004.8310.4062	38.01
			CELL PHONES-NOV	
			028.2050.4061	142.30
			AIR CARDS-NOV	
			028.2050.4062	266.07
			CELL PHONES-NOV	
			042.9510.4061	359.48

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81843	11/10/2020	000979	000979 VERIZON WIRELESS	
			(Continued)	
			Total :	2,943.53
81844	11/10/2020	001476	TIME WARNER CABLE	
			CITY HALL TELE/INT-NOV	
			CITY HALL TELE/INT-NOV	
			042.9510.4065	
			Total :	1,086.33
81845	11/10/2020	001618	INNOVATIVE FEDERAL STRATEGIES	
			PROFESSIONAL SERVICES-OCT	
			PROFESSIONAL SERVICES-OCT	
			023.3890.4554	
			Total :	3,000.00
81846	11/10/2020	002710	HERNANDEZ, KROONE & ASSOCIATES	
			STR18001 PS&E RDA07-SEP	
			STR18001 PS&E RDA07-SEP	
			010.3830.6550	
			STR18001 PS&E IVDA-SEP	
			STR18001 PS&E IVDA-SEP	
			027.8490.6550	
			STR18001 PS&E SMBMI-SEP	
			STR18001 PS&E SMBMI-SEP	
			027.8490.6550	
			STR18001 PS&E EDA-SEP	
			STR18001 PS&E EDA-SEP	
			030.8495.6550	
			STR18001 R/W RDA07-SEP	
			STR18001 R/W RDA07-SEP	
			010.3830.6550	
			STR18001 R/W IVDA-SEP	
			STR18001 R/W IVDA-SEP	
			027.8490.6550	
			STR18001 R/W SMBMI-SEP	
			STR18001 R/W SMBMI-SEP	
			027.8490.6550	
			STR18001 R/W EDA-SEP	
			STR18001 R/W EDA-SEP	
			030.8495.6550	
			Total :	4,906.97
81847	11/10/2020	003044	THOMSON REUTERS WEST	
			CODEBOOKS	
			Total :	23,176.08

Voucher List
CITY OF HIGHLAND

Bank code : wfb

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Description/Account</u>	<u>Amount</u>
81847	11/10/2020	003044 THOMSON REUTERS WEST	(Continued) CODEBOOKS 001.1200.4626 CODEBOOKS CODEBOOKS 001.1200.4626	1,162.14 1,162.14 Total : 2,324.28
81848	11/10/2020	003689 TPX COMMUNICATIONS	CORP YARD/CITY HALL PHONES-NOV CITY HALL PHONES-NOV 042.9510.4060 CORP YARD PHONES-NOV 004.8310.4060	 266.45 1,181.84 Total : 1,448.29
81849	11/10/2020	003690 DELL MARKETING L.P.	DELL SERVER, HARD DRIVES & NETWORK CARDS DELL SERVER, HARD DRIVES & NETWORK CARDS 042.9510.4203	 19,899.94 Total : 19,899.94
81850	11/10/2020	003713 SATCOM GLOBAL LTD.	SATELLITE PHONES-NOV SATELLITE PHONES-NOV 001.2000.4061 SATELLITE PHONES-NOV 028.2050.4061 SATELLITE PHONES-NOV 029.2100.4061 SATELLITE PHONES-NOV 042.9510.4061	 42.75 21.38 21.37 43.80 Total : 129.30
81851	11/10/2020	004654 DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION LIBRARY/ELC ELEVATOR INSPECTION LIBRARY/ELC 001.6000.4587	 1,350.00 Total : 1,350.00
81852	11/10/2020	004989 MULTIFORCE SYSTEMS CORP	FUEL TANK SOFTWARE MAINT 20/21 FUEL TANK SOFTWARE MAINT 20/21 001.2000.4255	 1,015.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81852	11/10/2020	004989	004989 MULTIFORCE SYSTEMS CORP (Continued)	
			Total :	1,015.00
81853	11/10/2020	005326	RP LANDSCAPE & IRRIGATION	
			LANDSCAPING-SEP	
			LANDSCAPING-SEP	
			012.8500.4585	
			LANDSCAPING-SEP	17,515.00
			MEMORIAL PARK LANDSCAPING-SEP	
			001.6000.4585	
			POLICE STATION LANDSCAPING-SEP	400.00
			001.2000.4585	
			CITY HALL LANDSCAPING-SEP	500.00
			042.9510.4585	
			LIBRARY LANDSCAPING-SEP	500.00
			001.6000.4585	
			YMCA LANDSCAPING-SEP	600.00
			001.6000.4585	
			CORP YARD LANDSCAPING-SEP	600.00
			004.8310.4585	
			AURANTIA PARK LANDSCAPING-SEP	400.00
			001.6000.4585	
			COMMUNITY PARK LANDSCAPING-SEP	933.00
			001.6000.4585	
			CANYON OAK PARK LANDSCAPING-SEP	3,691.00
			016.8540.4585	
			CUNNINGHAM PARK LANDSCAPING-SEP	356.00
			016.8540.4585	
			SEELEY PARK LANDSCAPING-SEP	453.00
			016.8540.4585	
			OAK CREEK PARK LANDSCAPING-SEP	299.00
			016.8540.4585	
				556.00
			Total :	26,803.00
81854	11/10/2020	005402	BORDIN SEMMER LLP	
			VAUGHN-AUG	
			VAUGHN-AUG	
			041.9500.4390	
			VAUGHN-SEP	272.50
			VAUGHN-SEP	
			041.9500.4390	
				408.50

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81854	11/10/2020	005402 005402 BORDIN SEMMER LLP	(Continued)	
			Total :	681.00
81855	11/10/2020	005737 AGA ENGINEERS, INC.	ON CALL TRAFFIC ENGINEERING SERVICES-OCT ON CALL TRAFFIC ENGINEERING SERVICES-OCT 020.8440.4550 TRAFFIC SIGNAL MONITORING-08/20-07/21 TRAFFIC SIGNAL MONITORING-08/20-07/21 020.8440.4550	1,200.00
			Total :	3,200.00
			Total :	4,400.00
81856	11/10/2020	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES OFFICE SUPPLIES 042.9510.4200 FREE STANDING HAND SANITIZER DISPENSER & FREE STANDING HAND SANITIZER DISPENSER 030.8495.4349 OFFICE SUPPLIES OFFICE SUPPLIES 001.1200.4200	46.04
			Total :	50.89
			Total :	824.77
81857	11/10/2020	005786 EAST HIGHLAND DENTAL OFFICE	SMALL BUSINESS ASST. PROGRAM CARES ACT SMALL BUSINESS ASST. PROGRAM CARES ACT 030.8495.4349	2,500.00
			Total :	2,500.00
81858	11/10/2020	005787 STEEL AND INK TATTOO	SMALL BUSINESS ASST. PROGRAM CARES ACT SMALL BUSINESS ASST. PROGRAM CARES ACT 030.8495.4349	2,500.00
			Total :	2,500.00
81859	11/10/2020	005788 REDEEMED CPR	SMALL BUSINESS ASST. PROGRAM CARES ACT SMALL BUSINESS ASST. PROGRAM CARES ACT 030.8495.4349	2,500.00
			Total :	2,500.00
81860	11/10/2020	005789 PALM NAILS	SMALL BUSINESS ASST. PROGRAM CARES ACT SMALL BUSINESS ASST. PROGRAM CARES ACT 030.8495.4349	2,500.00
				2,500.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81860	11/10/2020	005789	005789 PALM NAILS	
			(Continued)	
			Total :	2,500.00
81861	11/10/2020	005790	ENCHANTED ATTIC	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			030.8495.4349	
			Total :	2,500.00
81862	11/10/2020	005791	TRAN, HIEU	
			REIMB BP#202000932	
			REIMB BP#202000932	
			001.1450.7600	65.00
			REIMB BP#202000932	
			008.8340.9543	2.10
			REIMB BP#202000932	
			001.1450.7600	80.00
			Total :	147.10
81863	11/10/2020	005792	NASTASE, BOGDAN	
			REIMB BP#202000587	
			REIMB BP#202000587	
			001.1450.7600	670.00
			Total :	670.00
81864	11/10/2020	005794	LEE'S ORIENTAL MASSAGE	
			SMALL BUSINESS ASST. PROGRAM CARE ACT	
			SMALL BUSINESS ASST. PROGRAM CARE ACT	
			030.8495.4349	2,500.00
			Total :	2,500.00
81865	11/10/2020	005795	SANDS FITNESS & JIU JITSU	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			030.8495.4349	2,500.00
			Total :	2,500.00
81866	11/10/2020	005796	BASELINE BURGERS COFFEE SHOP	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			030.8495.4349	2,500.00
			Total :	2,500.00
81867	11/10/2020	005797	PRECISION ENGINEERING	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			030.8495.4349	2,500.00
				2,500.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81867	11/10/2020	005797	005797 PRECISION ENGINEERING	
			(Continued)	
				Total : 2,500.00
81868	11/10/2020	005798	JADE INN CHINESE RESTAURANT	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			SMALL BUSINESS ASST. PROGRAM CARES ACT	
			030.8495.4349	
				Total : 2,500.00
81869	11/10/2020	005800	THE APPRAISAL OFFICE	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	
				Total : 2,500.00
81870	11/10/2020	005801	ANTONIO PIZZA	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	
				Total : 2,500.00
81871	11/10/2020	005802	98 CENT PLUS STORE	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	
				Total : 2,500.00
				Total : 2,500.00
40 Vouchers for bank code : wfb				Bank total : 189,919.26
40 Vouchers in this report				Total vouchers : 189,919.26

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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81872	11/17/2020	004206 #1 SON PLUMBING	LIBRARY: WATER MAIN LINE REPAIR LIBRARY: WATER MAIN LINE REPAIR 001.6000.4070 ANNUAL BACKFLOW TESTING/CERTIFICATION ANNUAL BACKFLOW TESTING/CERTIFICATION 012.8500.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION ANNUAL BACKFLOW TESTING/CERTIFICATION 012.8500.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION ANNUAL BACKFLOW TESTING/CERTIFICATION 001.6000.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 028.2050.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 029.2100.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 016.8540.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION ANNUAL BACKFLOW TESTING/CERTIFICATION 012.8500.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 042.9510.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 001.2000.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 016.8540.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 028.2050.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION 029.2100.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION ANNUAL BACKFLOW TESTING/CERTIFICATION 012.8500.4030 ANNUAL BACKFLOW TESTING/CERTIFICATION ANNUAL BACKFLOW TESTING/CERTIFICATION	3,231.51 200.00 960.00 80.00 40.00 40.00 40.00 40.00 320.00 40.00 80.00 120.00 40.00 40.00 360.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81872	11/17/2020	004206 #1 SON PLUMBING	(Continued) 012.8500.4030	120.00
Total :				5,711.51
81873	11/17/2020	005811 3D DONUTS	SMALL BUSINESS ASST PROGRAM CARES ACT SMALL BUSINESS ASST PROGRAM CARES ACT 030.8495.4349	2,500.00
Total :				2,500.00
81874	11/17/2020	005295 AB FENCE COMPANY, INC.	CLOVER HILL DRIVE REMOVE/REPLACE POST CLOVER HILL DRIVE REMOVE/REPLACE POST 001.6100.4206	250.00
Total :				250.00
81875	11/17/2020	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES OFFICE SUPPLIES 001.1000.4200 OFFICE SUPPLIES OFFICE SUPPLIES 042.9510.4200 VARIOUS TONER VARIOUS TONER 042.9510.4200 OFFICE SUPPLIES OFFICE SUPPLIES 001.4100.4200	48.01 27.06 448.23
Total :				31.88 555.18
81876	11/17/2020	004972 ATV INC	VEH#130 TIRE REPLACEMENT VEH#130 TIRE REPLACEMENT 004.8310.4240	178.86
Total :				178.86
81877	11/17/2020	000043 BALLARD PLUMBING HEATING & AIR	CORP YARD QUARTERLY SERVICE CORP YARD QUARTERLY SERVICE 004.8310.4588 STATION #2 QUARTERLY SERVICE STATION #2 QUARTERLY SERVICE 028.2050.4588	550.00 112.50

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81877	11/17/2020	000043 BALLARD PLUMBING HEATING & AIR	(Continued)	
			STATION #2 QUARTERLY SERVICE	
			029.2100.4588	112.50
			STATION #3 QUARTERLY SERVICE	
			STATION #3 QUARTERLY SERVICE	
			028.2050.4588	112.50
			STATION #3 QUARTERLY SERVICE	
			029.2100.4588	112.50
			STATION #2 KITCHEN SINK REPAIRS	
			STATION #2 KITCHEN SINK REPAIRS	
			028.2050.4588	62.50
			STATION #2 KITCHEN SINK REPAIRS	
			029.2100.4588	62.50
			Total :	1,125.00
81878	11/17/2020	005402 BORDIN SEMMER LLP	GARAY-MAY	
			GARAY-MAY	
			041.9500.4390	2,352.45
			GARAY-JUN	
			GARAY-JUN	
			041.9500.4390	2,630.50
			GARAY-JUL	
			GARAY-JUL	
			041.9500.4390	4,259.77
			GARAY-AUG	
			GARAY-AUG	
			041.9500.4390	5,056.23
			GARAY-SEP	
			GARAY-SEP	
			041.9500.4390	1,311.79
			Total :	15,610.74
81879	11/17/2020	002960 BURRTEC WASTE INDUSTRIES INC	SOLID WASTE PROG 07/01/20-11/09/20	
			SOLID WASTE PROG 07/01/20-11/09/20	
			051.1496	385,442.01
			Total :	385,442.01
81880	11/17/2020	005161 CALIFORNIA SCHOOL BOARDS ASSOC	GASB AMM REPORT 6/30/2020	

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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81885	11/17/2020	000744 D&T AUTO REPAIR	VEH#112 REPAIRS VEH#112 REPAIRS 001.6000.4240	104.54
Total :				104.54
81886	11/17/2020	005394 DATA TICKET, INC.	PARKING CITATIONS-OCT PARKING CITATIONS-OCT 001.1700.4516	53.76
Total :				53.76
81887	11/17/2020	000324 DIB'S SAFE & LOCK SERVICE	DUPLICATE KEYS DUPLICATE KEYS 001.2000.4070	35.86
Total :				35.86
81888	11/17/2020	000090 FEDEX	OVERNIGHT MAIL OVERNIGHT MAIL 001.4100.4210 OVERNIGHT MAIL OVERNIGHT MAIL 001.4100.4210	69.84
Total :				61.58
81889	11/17/2020	005201 FLOREZ, ERNEST CARLOS	EC LIVE SCAN FOR NOTARY: FLOREZ EC LIVE SCAN FOR NOTARY: FLOREZ 001.4200.4330	74.00
Total :				74.00
81890	11/17/2020	001122 GALLS, LLC	UNIFORM: G. CHAMBERS UNIFORM: G. CHAMBERS 001.4600.4249	40.52
Total :				40.52
81891	11/17/2020	005558 GENERAL DOOR	POLICE STATION GATE REPAIR POLICE STATION GATE REPAIR 001.2000.4070	354.53
Total :				354.53
81892	11/17/2020	005813 GENTLEMEN'S BARBERSHOP BY SOL	SMALL BUSINESS ASST PROGRAM CARES ACT	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Description/Account</u>	<u>Amount</u>
81892	11/17/2020	005813 GENTLEMEN'S BARBERSHOP BY SOL	(Continued) SMALL BUSINESS ASST PROGRAM CARES ACT 030.8495.4349	
				2,500.00
			Total :	2,500.00
81893	11/17/2020	005809 GRECCOS HAIR DESIGN	SMALL BUSINESS ASST PROGRAM CARES ACT SMALL BUSINESS ASST PROGRAM CARES ACT 030.8495.4349	
				2,500.00
			Total :	2,500.00
81894	11/17/2020	005810 HAIR FX	SMALL BUSINESS ASST PROGRAM CARES ACT SMALL BUSINESS ASST PROGRAM CARES ACT 030.8495.4349	
				2,500.00
			Total :	2,500.00
81895	11/17/2020	000662 HI WAY SAFETY INC	TOW AWAY SIGNS TOW AWAY SIGNS 004.8310.4206 BARREL HOIST BARREL HOIST 004.8310.4206	
				325.75
				175.00
			Total :	500.75
81896	11/17/2020	000108 HIGH TECH SECURITY	CITY HALL MONIT-DEC CITY HALL MONIT-DEC 042.9510.4066 CITY HALL MAINT-DEC 042.9510.4066 COMMUNITY PARK MONIT-DEC 001.6000.4066 COMMUNITY PARK MAINT-DEC 001.6000.4066 CORP YARD MONIT-DEC 004.8310.4066 CORP YARD MAINT-DEC 004.8310.4066 CITY HALL MONIT-DEC 042.9510.4066	
				25.00
				15.00
				25.00
				15.00
				25.00
				20.00
				25.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81896	11/17/2020	000108 HIGH TECH SECURITY	(Continued)	
			CITY HALL MAINT-DEC	
			042.9510.4066	15.00
			FIRE SYSTEMS-DEC	
			CORP YARD MONIT-DEC	
			004.8310.4066	35.00
			CORP YARD MAINT-DEC	
			004.8310.4066	15.00
			LIBRARY MONIT-DEC	
			001.6000.4066	35.00
			LIBRARY MAINT-DEC	
			001.6000.4066	15.00
			CITY HALL MONIT-DEC	
			042.9510.4066	35.00
			CITY HALL MAINT-DEC	
			042.9510.4066	15.00
			FIRE STATION #3 MONIT-DEC	
			028.2050.4066	17.50
			FIRE STATION #3 MONIT-DEC	
			029.2100.4066	17.50
			FIRE STATION #3 MAINT-DEC	
			028.2050.4066	7.50
			FIRE STATION #3 MAINT-DEC	
			029.2100.4066	7.50
			YMCA MONIT-DEC	
			001.6000.4066	35.00
			YMCA MAINT-DEC	
			001.6000.4066	15.00
			POLICE MONIT-DEC	
			001.2000.4066	35.00
			POLICE MAINT-DEC	
			001.2000.4066	15.00
			FIRE SYSTEMS-DEC	
			CORP YARD: CELLULAR FIRE ALARM BACK UP	
			004.8310.4070	35.00
			CCTV SYSTEMS-DEC	
			AURANTIA PARK MAINT-DEC	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81896	11/17/2020	000108 HIGH TECH SECURITY	(Continued)	
			001.6000.4066	25.00
			COMMUNITY PARK MAINT-DEC	
			001.6000.4066	50.00
			CITY HALL MAINT-DEC	
			042.9510.4066	25.00
			CORP YARD MAINT-DEC	
			004.8310.4066	25.00
			CANYON OAKS PARK-DEC	
			016.8540.4066	25.00
			Total :	650.00
81897	11/17/2020	000291 HIGHLAND COMMUNITY NEWS	LEGAL ADS-OCT	
			LEGAL ADS-OCT	
			001.1200.4300	6,128.28
			Total :	6,128.28
81898	11/17/2020	005808 HIGHLAND NAILS	SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	2,500.00
			Total :	2,500.00
81899	11/17/2020	001320 HIGHLAND SENIOR CENTER	MONTHLY REIMBURSEMENT-OCT	
			MONTHLY REIMBURSEMENT-OCT	
			006.8400.4348	2,019.50
			CDBG CV SENIOR CENTER MEAL PROGRAM	
			CDBG CV SENIOR CENTER MEAL PROGRAM	
			006.8400.4353	7,607.82
			Total :	9,627.32
81900	11/17/2020	005803 HUIZAR, JOSE A.	STR18001 R/W IVDA HUIZAR	
			STR18001 R/W IVDA HUIZAR	
			027.8490.6550	670.75
			STR18001 R/W RDA07 HUIZAR	
			STR18001 R/W RDA07 HUIZAR	
			010.3830.6550	671.10
			STR18001 R/W SMBMI HUIZAR	
			STR18001 R/W SMBMI HUIZAR	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81900	11/17/2020	005803 HUIZAR, JOSE A.	(Continued)	
			027.8490.6550	670.75
			STR18001 R/W EDA HUIZAR	
			STR18001 R/W EDA HUIZAR	
			030.8495.6550	
			Total :	1,457.40
81901	11/17/2020	005554 IMPERIAL SPRINKLER SUPPLY	IRRIGATION REPAIR PARTS	
			IRRIGATION REPAIR PARTS	
			001.6000.4206	261.84
			IRRIGATION REPAIR PARTS	
			016.8540.4206	261.83
			IRRIGATION SUPPLIES	
			IRRIGATION SUPPLIES	
			016.8540.4206	
			Total :	249.47
81902	11/17/2020	000127 K & L HARDWARE	LIBRARY SUPPLIES	
			LIBRARY SUPPLIES	
			001.6000.4206	65.45
			CORP YARD SUPPLIES	
			CORP YARD SUPPLIES	
			004.8310.4206	
			Total :	77.52
81903	11/17/2020	005804 KA BRAND SHOP ONLINE USA	BUS LIC#012986 REFUND	
			BUS LIC#012986 REFUND	
			001.1450.7450	120.00
			BUS LIC#012986 REFUND	
			051.1493	
			Total :	4.00
81904	11/17/2020	005806 KEN'S WATER CENTER	SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	
			Total :	2,500.00
81905	11/17/2020	005805 KOLO, AFAF	STR18001 R/W IVDA KOLO/KAVAK/TANNOURJI	
			STR18001 R/W IVDA KOLO/KAVAK/TANNOURJI	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81905	11/17/2020	005805 KOLO, AFAF	(Continued)	
			027.8490.6550	274.49
			STR18001 R/W RDA07 KOLO/KAVAK/TANNOURI	
			STR18001 R/W RDA07 KOLO/KAVAK/TANNOURI	
			010.3830.6550	274.63
			STR18001 R/W SMBMI KOLO/KAVAK/TANNOURJI	
			STR18001 R/W SMBMI KOLO/KAVAK/TANNOURJI	
			027.8490.6550	274.49
			STR18001 R/W EDA KOLO/KAVAK/TANNOURJI	
			STR18001 R/W EDA KOLO/KAVAK/TANNOURJI	
			030.8495.6550	596.40
			Total :	1,420.01
81906	11/17/2020	005812 MANNA DONUTS	SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	2,500.00
			Total :	2,500.00
81907	11/17/2020	005814 MARISCOS ESPINOZA	SMALL BUSINESS ASST PROGRAM CARES ACT	
			SMALL BUSINESS ASST PROGRAM CARES ACT	
			030.8495.4349	2,500.00
			Total :	2,500.00
81908	11/17/2020	001679 MC CRAY'S ENTERPRISES	VEH#107 REPAIRS	
			VEH#107 REPAIRS	
			004.8310.4240	110.00
			Total :	110.00
81909	11/17/2020	003324 NEWEGG BUSINESS, INC.	8GB RAM & USB CABLE	
			8GB RAM & USB CABLE	
			042.9510.4208	6.86
			TRAFFIC SERVER HARD DRIVE	
			TRAFFIC SERVER HARD DRIVE	
			020.8440.6550	190.46
			HP LASERJET 404DN PRINTER	
			HP LASERJET 404DN PRINTER	
			042.9510.4208	322.17
			Total :	519.49

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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81910	11/17/2020	001439 OFFICE SOLUTIONS	TONER TONER 042.9510.4200	859.81
Total :				859.81
81911	11/17/2020	005807 ORCHID THAI RESTAURANT	SMALL BUSINESS ASST PROGRAM CARES ACT SMALL BUSINESS ASST PROGRAM CARES ACT 030.8495.4349	2,500.00
Total :				2,500.00
81912	11/17/2020	002408 PEOPLEREADY	TEMP LABOR FOR STORM DRAINS TEMP LABOR FOR STORM DRAINS 004.8310.4666 TEMP LABOR FOR STORM DRAINS TEMP LABOR FOR STORM DRAINS 004.8310.4666	889.39
Total :				1,147.60
81913	11/17/2020	000482 SB CO FLOOD CONTROL DISTRICT	BRG07001 R/W HBP SURPLUS PROPERTY BRG07001 R/W HBP SURPLUS PROPERTY 030.8495.6813 BRG07001 R/W RDA07 SURPLUS PROPERTY BRG07001 R/W RDA07 SURPLUS PROPERTY 010.3830.6813	1,052.62
Total :				136.38
81914	11/17/2020	004662 SKYLINE SAFETY AND SUPPLY	NITRILE DISPOSABLE GLOVES NITRILE DISPOSABLE GLOVES 004.8310.4206 NITRILE DISPOSABLE GLOVES NITRILE DISPOSABLE GLOVES 004.8310.4206 NITRILE DISPOSABLE GLOVES 001.6000.4206	246.66
Total :				289.00
81915	11/17/2020	000203 SOUTHERN CALIFORNIA EDISON	LS#3-OCT LS#3-OCT 013.8510.4011	288.99
Total :				824.65
				872.42

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81915	11/17/2020	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LS3 METER-OCT	
			LS3 METER-OCT	
			013.8510.4011	
			LMD#76-NOV	35.71
			LMD#76-NOV	
			012.8500.4010	
			LS#3-NOV	13.06
			LS#3-NOV	
			013.8510.4011	
			LS#3-NOV	62.23
			LS#3-NOV	
			013.8510.4011	
				88.42
			Total :	1,071.84
81916	11/17/2020	005698 SOUTHERN CALIFORNIA NEWS GROUP	BID NO. 2020-06	
			BID NO. 2020-06	
			001.1200.4300	
			NIB 20-05	908.80
			NIB 20-05	
			001.1200.4300	
				961.60
			Total :	1,870.40
81917	11/17/2020	000075 THE COUNSELING TEAM INT'L	EMPLOYEE SUPPORT SERVICES	
			EMPLOYEE SUPPORT SERVICES	
			001.1600.4537	
				450.00
			Total :	450.00
81918	11/17/2020	001476 TIME WARNER CABLE	STATION #1 TELE/INT-OCT	
			STATION #1 TELE/INT-OCT	
			028.2050.4065	
			STATION #1 TELE/INT-OCT	158.73
			029.2100.4065	
			STATION #2 TELE/INT-OCT	158.73
			STATION #2 TELE/INT-OCT	
			028.2050.4065	
			STATION #2 TELE/INT-OCT	195.11
			029.2100.4065	
				195.11

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
81918	11/17/2020	001476 TIME WARNER CABLE	(Continued) STATION #3 TELE/INT-OCT STATION #3 TELE/INT-OCT 028.2050.4065 STATION #3 TELE/INT-OCT 029.2100.4065	98.78 98.77 Total : 905.23
81919	11/17/2020	005815 TRENDSETTER SALON AND DAY SPA	SMALL BUSINESS ASST PROGRAM CARES ACT SMALL BUSINESS ASST PROGRAM CARES ACT 030.8495.4349	 2,500.00 Total : 2,500.00
81920	11/17/2020	000222 UNDERGROUND SERVICE ALERT	DIG ALERT TICKETS-NOV DIG ALERT TICKETS-NOV 004.8310.4553 DIG SAFE BOARD FEES-NOV DIG SAFE BOARD FEES-NOV 004.8310.4553	 135.40 67.69 Total : 203.09
81921	11/17/2020	005015 UNITED PACIFIC SERVICES, INC.	INSTALL CA TREE FOR DENNIS JOHNSON INSTALL CA TREE FOR DENNIS JOHNSON 051.1487	 274.25 Total : 274.25
81922	11/17/2020	004223 UNITED POWER GENERATION INC	GENERATOR ANNUAL LOAD BANK TESTING GENERATOR ANNUAL LOAD BANK TESTING 001.2000.4222	 553.00 Total : 553.00
51 Vouchers for bank code : wfb				Bank total : 474,520.83
51 Vouchers in this report				Total vouchers : 474,520.83



STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer 

SUBJECT: Treasurer's Report for October 2020

RECOMMENDATION: City Council to receive and file the Treasurer's Report for October 2020.

FISCAL IMPACT:

Cash and Investments:	
General Fund	\$ 2,522,939.87
Special Revenue Funds	\$28,721,172.22
Internal Service Funds	\$ 4,012,828.74
Capital Projects Funds	\$20,872,391.37
Housing Authority Fund	\$ 3,629,712.37
Agency Funds	\$ 1,578,789.69
SARDA Funds	\$ 3,035,188.89

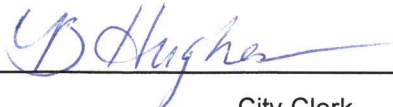
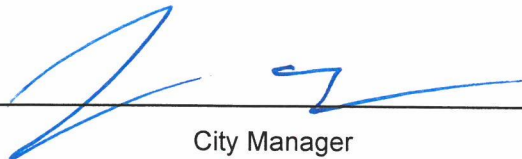
PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: Increases in the checking account were due to revenues received plus funds wired from LAIF and CAMP. Decreases in the checking account were a result of payments to vendors, payroll and funds wired to LAIF, CAMP and U.S. Bank.

Increases in the fiscal agent accounts (US Bank) resulted from interest and bond payment receipt. Decreases resulted in vendor payments and debt service payments.

Increases in the CAMP account were due to interest received. Decreases were a result of funds being wired to the city's checking account primarily for payment of public works projects.

The maximum limit on regular accounts is \$65M.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>5</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

CITY OF HIGHLAND
Treasurer's Report
as of October 31, 2020

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking-Account #*****236	8,645,359.70

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
<u>California Treasurer's Local Agency Investment Fund (LAIF)</u>	n/a	0.620%		
General Fund			4,563,354.23	
Special Revenue Funds			18,037,998.00	
Internal Service Funds			4,514,270.00	
Capital Projects Funds			13,436,428.00	
Total City LAIF Funds				40,552,050.23
Housing Authority Fund			3,538,472.27	
Total Housing Authority LAIF Funds				3,538,472.27
Total LAIF Funds				44,090,522.50

- 1) Maximum limits on accounts are \$65M City and \$65M Housing Authority.
- 2) Quarterly interest earnings are deposited directly to accounts.
- 3) Funds are available within 24 hours or less depending on time of wire.
- 4) Pooled Money Investment Board Report dated September 2020 on-line for listing of investments.
- 5) Market Value is based on the September 30, 2020 applicable percentage of 1.004114534.
- 6) Market Value is \$44,271,934.45 (\$44,090,522.50 x 1.004114534).

<u>California Asset Management Program (CAMP)</u>	n/a	0.190%		
General Fund			131,678.05	
Special Revenue Funds			1,552,929.00	
Capital Projects Funds			8,144,758.00	
Total CAMP Funds				9,829,365.05

INVESTMENTS: FISCAL AGENT ACCOUNTS

US Bank Corporate Trust Services (Community Facilities Districts)

Community Facilities District (CFD) 90-1

Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	80,468.86	80,468.86
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	3,897.29	3,897.29
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	1,441.43	1,441.43

Community Facilities District (CFD) 2001-1

Special Tax Fund #149239000				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	0.01	0.01
Interest Account #149239001				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	1,070.54	1,070.54
Principal Account #149239002				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	0.02	0.02
Reserve Fund #149239003				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	480,277.03	480,277.03
Administrative Expense Fund #149239004				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	24,152.40	24,152.40
Surplus Fund #149239006				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	59,099.74	59,099.74

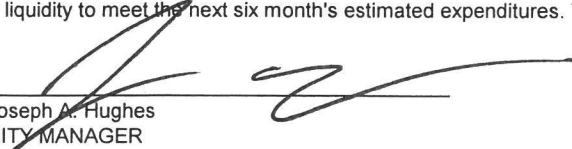
Community Facilities District (CFD) 2007-1

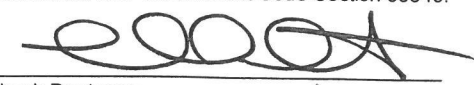
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	7,476.64	7,476.64
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	1.10	1.10
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	0.17	0.17

TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				657,885.23
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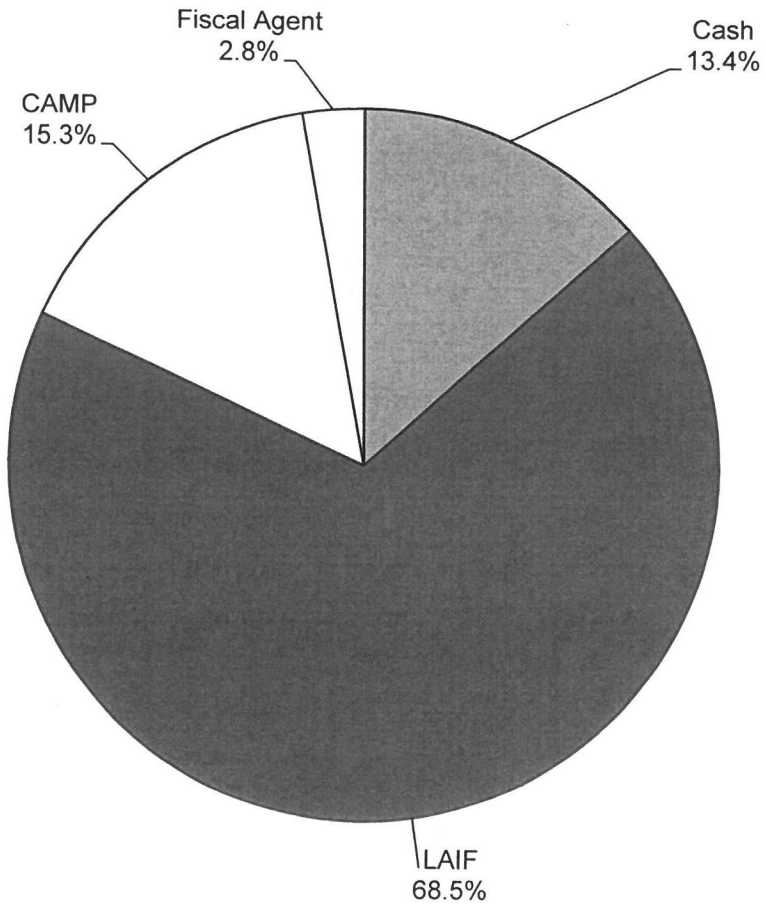
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
<u>US Bank Corporate Trust Services (SARDA)</u>				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	9.07	9.07
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	48.96	48.96
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	176,433.80	176,433.80
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	1.17	1.17
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	428.63	428.63
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	956,926.57	956,926.57
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	13,503.54	13,503.54
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	1,388.23	1,388.23
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	0.70	0.70
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				1,148,740.67
TOTAL CASH AND INVESTMENTS				64,373,023.15

All investments are placed in accordance with City of Highland's Investment Policy and Guidelines. The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures. This report is in accordance with Government Code Section 53646.

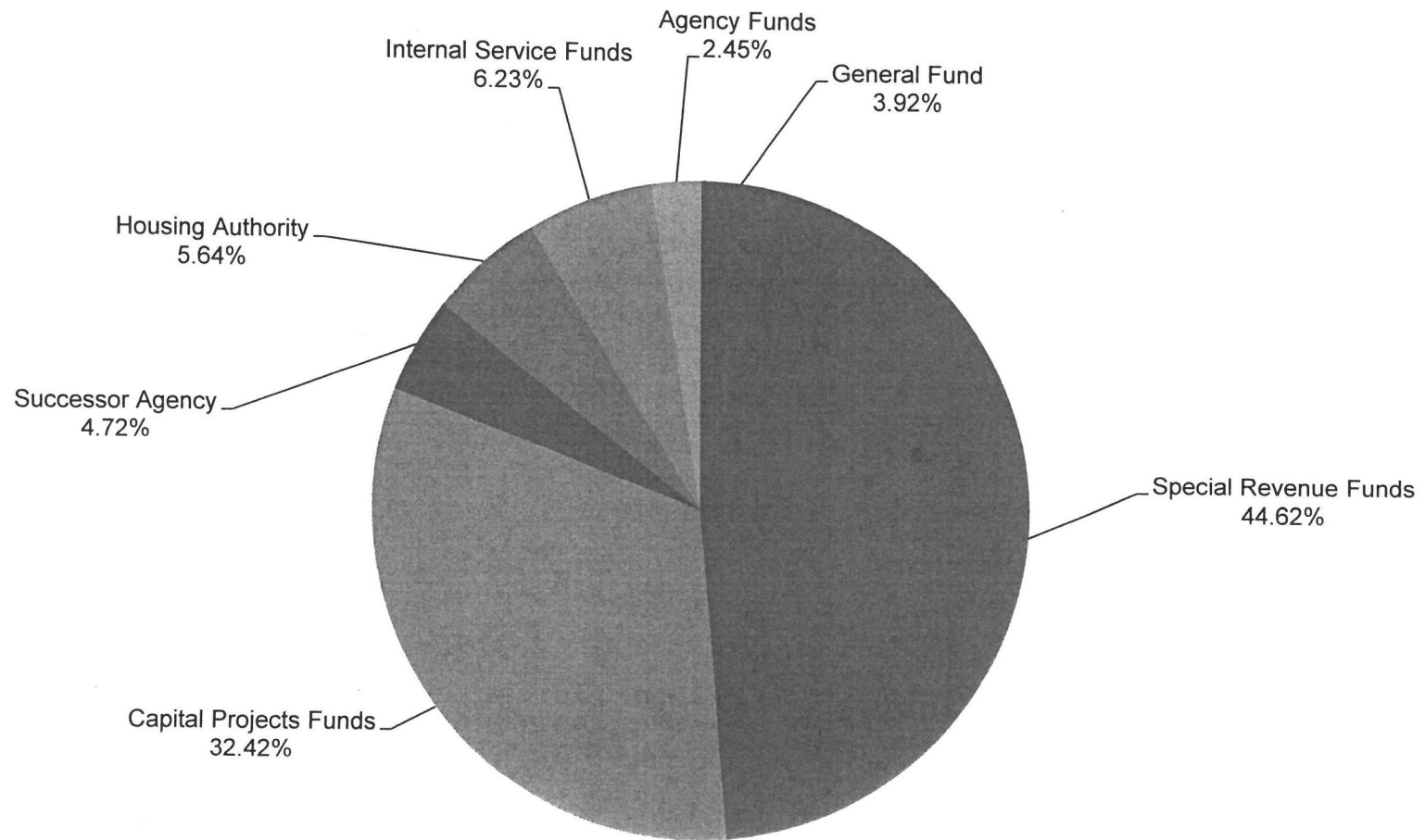
SIGNED: 
Joseph A. Hughes
CITY MANAGER

SIGNED: 
Chuck Dantuono
DIRECTOR OF ADMINISTRATIVE
SERVICES/CITY TREASURER

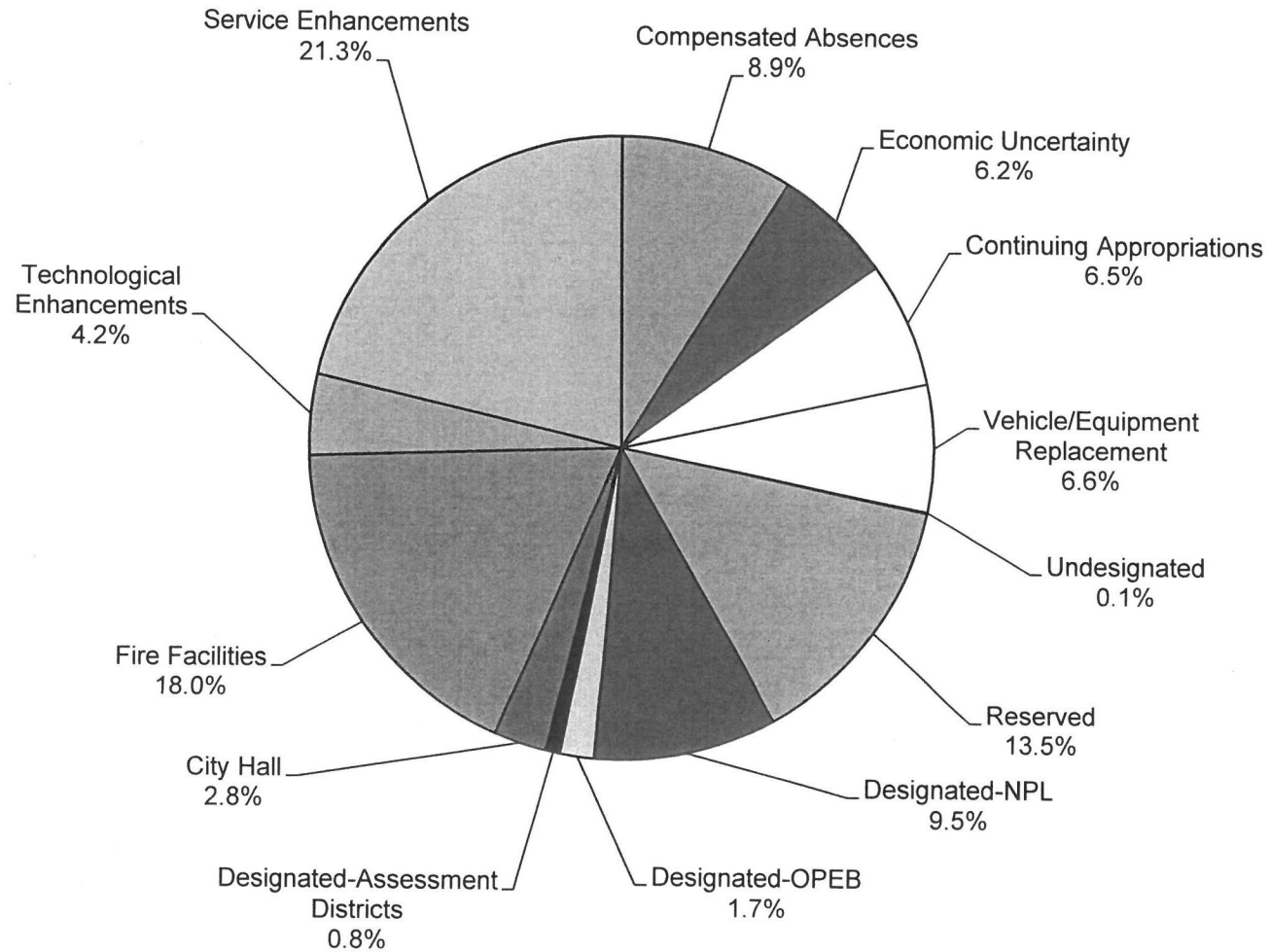
Treasurer's Report



Cash & Investments



General Fund Reserves





STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Records Destruction Authorization

RECOMMENDATION: That the City Council approve the destruction of certain records.

FISCAL IMPACT: Minimal – utilizing existing service with Shred-It.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

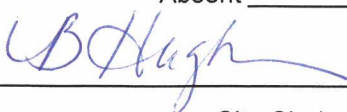
BACKGROUND: In compliance with the city-wide records retention schedule adopted by the City Council on February 25, 2020, the Director of Administrative Services requests approval to destroy the records. The list has been reviewed and approved by the City Attorney.

The following records shall be retained for six years after audit and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for tax years 2000-2005.

1. IRS Tax Forms (W2)
2. Time Cards/Sheets
3. IRS Tax Forms (1099, 1096)

The following records shall be retained for five years after audit and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for tax years 2000-2005.

1. Payroll Reports
2. Payroll, Tax Reports

Approved _____	Motion _____	Second _____	Agenda Item No. <u>6</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

The following records shall be retained for two years after audit and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for tax years 2000-2005.

1. Reports, Labor Distribution

The following records shall be retained for five years after termination and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for years 2000-2005.

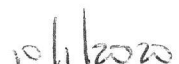
1. Retirement



CITY OF HIGHLAND

RECORDS DESTRUCTION FORM

DEPARTMENT/DIVISION Human Resources	Total # of Boxes: 7
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DEPARTMENT HEAD APPROVAL: I hereby certify that the records to be disposed of are in compliance with the current retention schedule for the City of Highland. I certify these records are not the subject of any claim, litigation, investigation or audit.  _____ Department Head Signature	DESTRUCTION METHOD: The scheduled records listed below are to be disposed of in the manner checked below: ☒ Shredding (outside vendor) ☐ Discard  _____ Date
--	---

A. Description of Record(s)	B. Inclusive Dates of Documents
IRS Tax Forms (W-2)	Tax years 2000-2005
Payroll Reports	Tax years 2000-2005
Payroll, Tax Reports	Tax years 2000-2005
Reports, Labor Distribution	Tax years 2000-2005
Retirement	Tax years 2000-2005
Time Cards/Sheets	Tax years 2000-2005

APPROVALS:

City Attorney

Date

I certify that such destruction meets the requirements of the City's Records Retention Schedule approved by City Council Resolution No. 2020-008.

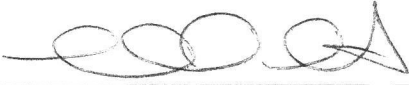
City Clerk

Date



CITY OF HIGHLAND
RECORDS DESTRUCTION FORM

DEPARTMENT/DIVISION Finance/Accounting	Total # of Boxes: 1
--	-------------------------------

DEPARTMENT HEAD APPROVAL: I hereby certify that the records to be disposed of are in compliance with the current retention schedule for the City of Highland. I certify these records are not the subject of any claim, litigation, investigation or audit.  _____ Department Head Signature  _____ Date	DESTRUCTION METHOD: The scheduled records listed below are to be disposed of in the manner checked below: ☒ Shredding (outside vendor) ☐ Discard
--	---

A. Description of Record(s)	B. Inclusive Dates of Documents
IRS forms (1099 & 1096)	Tax years 2000-2005

APPROVALS:

City Attorney

Date

I certify that such destruction meets the requirements of the City's Records Retention Schedule approved by City Council Resolution No. 2020-008.

City Clerk

Date



STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer *CZ*

PREPARED BY: Alondra Muñoz, Administrative Assistant III *AM*

SUBJECT: Notice of Completion – Bid No. 2019-09, “City-wide Traffic Signal Battery Backup System Replacement” (Project sig19002)

RECOMMENDATION: It is recommended that the City Council:

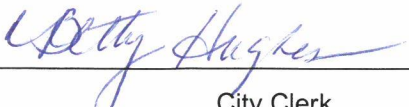
1. Accept Project No. str19001 (Bid No. 2019-09, “City-wide Traffic Signal Battery Backup System Replacement”) as complete;
2. Authorize the Mayor to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion

FISCAL IMPACT: The original contract amount was \$86,601.00. The final contract amount is \$93,387.00, with a \$6,786 (7.8%) increase based on final quantities. Construction of this project is funded by the following funding sources:

SB-1	\$88,388.25	(budgeted)
City of San Bernardino	<u>\$ 4,998.75</u>	
Total	\$93,387.00	

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City’s website.

BACKGROUND: Out of the 63 traffic signals located entirely or partially within the City limits, the City provides maintenance of 39 traffic signals City-wide. Based on a field review performed by Siemens, City’s traffic signal maintenance contractor, it has been determined that the battery backup systems at 19 locations require replacement. The battery backup systems increase public safety by allowing traffic lights to function on red flash during power outages.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>7</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

It should be noted that 2 of the 19 locations on the list of repairs are shared with the City of San Bernardino. In accordance with the signal maintenance agreement between both agencies, each agency will pay its share of maintenance costs. Therefore, the City of San Bernardino is responsible for 50% and 75% of repair cost at the Victoria Avenue/3rd Street intersection and the Victoria Avenue/5th Street intersection, respectively, which totals \$4,998.75.

Construction of the project has been completed by the contractor, Sierra Pacific Electrical, and the project is ready for City Council acceptance.

Attachments: Notice of Completion
Location Map

M:\PUBWRK\sig19002 BBS Replacement\Construction\Notice of Completion Stf Rpt 11-24-20.doc

RECORDING REQUESTED BY &
WHEN RECORDED MAIL TO:

BETTY HUGHES
CITY CLERK
CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND, CA 92346

No APN

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner or agent of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Highland.
3. The full address of the owner is 27215 Base Line, Highland, CA 92346.
4. All work of improvement on the property hereinafter described was substantially completed on or before November 10, 2020.
5. The work of improvement completed is described as follows: Bid No. 2019-09, "City-wide Traffic Signal Battery Backup System Replacement (Project No. sig19002)".
6. The name of the original contractor for such work of improvement is Sierra Pacific Electrical.
7. The property on which said work of improvement is located on various street intersections in the City of Highland.

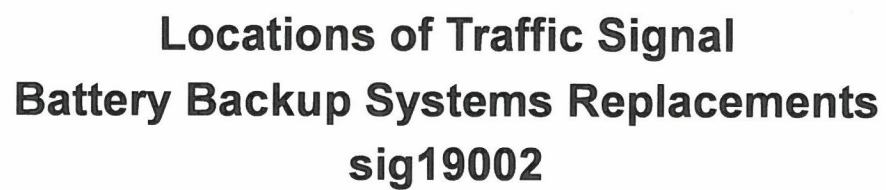
DATE: November 24, 2020

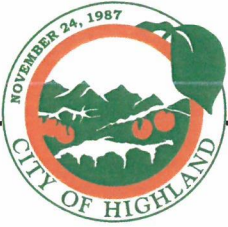
Larry McCallon
Mayor, City of Highland

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Mayor of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

November 24, 2020; Highland, CA
Date and Place

Larry McCallon
Mayor, City of Highland





STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer *CZ*

PREPARED BY: Jim Richardson, Public Works Manager *jr*

SUBJECT: Bid Award – Bid No. 2020-08 “City-Wide Concrete Maintenance”

RECOMMENDATION: That the City Council (1) allow the apparent lowest bidder, Command Performance Constructors, Inc. (CPC), to withdraw its bid, and (2) award the contract for Bid No. 2020-08 “City-Wide Concrete Maintenance” Bid Schedule A to the responsive low bidder, Above All Names Construction.

FISCAL IMPACT: This contract will be paid for with budgeted funds.

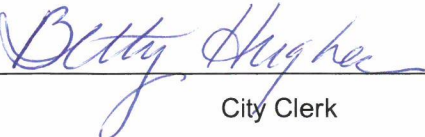
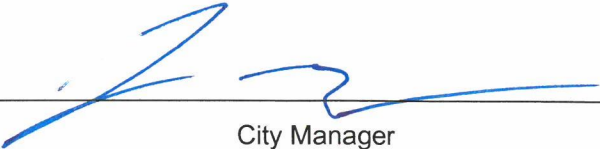
The City has the option of extending the term of the contract for 5 one-year periods. Should the City extend the term of the contract; the contract prices shall be adjusted based on the Construction Cost Index in the Engineering News Record for March 2021. However, the Contractor may agree to a no cost increase despite the outcome of the index results.

PUBLIC NOTICE: Notices of the City Council agenda were posted at the three locations per Resolution No. 2011-047 and on the City’s website. The Notice inviting bids was advertised in two newspapers and a number of trade papers.

BACKGROUND: Bid No. 2020-08 was offered for public bid for annual maintenance of existing sidewalks, curbs, gutters, drive approaches, and related items on City maintained streets as well as City parks and facilities.

The contract also includes an item for emergency work. The Contractor will respond to request for emergency reconstruction of sidewalks, curbs, gutters and drive approaches requests on an as-needed basis.

Five (5) bid proposals were received and publicly opened at 10 a.m. on October 28, 2020. The

Approved _____	Motion _____	Second _____	Agenda Item No. <u>8</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

bids were based on estimated quantities specified in the proposal. Actual quantity work may vary within a reasonable range, but the unit prices will not change. Following are the results of the bids:

<u>Bidder</u>	<u>Bid Amount</u>
Command Performance Constructors, Inc	\$87,776.00
Above All Names Construction	\$98,920.00
S&H Civilworks	\$131,600.00
Tryco General Engineering	\$150,890.00
Onyx Paving	\$155,000.00

The apparent low bid was received by CPC. based on the sample quantities provided. Subsequent to the bid opening, CPC submitted a request to withdraw their bid citing a mistake was made in filling out the bid form. The unit price cost for Bid Item No. 1 was incorrectly written as \$9.90 but should have been \$19.90, resulting in a \$25,000 discrepancy. Public Code Section 5103 allows the City to relieve a contractor of its bid if the following criteria are met:

1. A mistake was made in the bid - Information provided by CPC indicates that a mistake was made by clerical staff in filling out the unit cost for Bid Item No. 1 in the bid forms. CPC's explanation of this mistake is credible because the average unit price for Bid Item No. 1 from the other bidders is \$16.50, which is more consistent with the higher unit price of \$19.90.
2. The bidder is to provide written notification to the public entity of the mistake within five (5) working days after the bid opening –CPC notified the City that a mistake was made in their bid and how it was made via an e-mail and letter on November 2, 2020, within five working days after the bids were opened on October 28, 2020.
3. The mistake made the bid materially different from what the bidder intended it to be – CPC intended Bid Item No. 1 to be \$49,750 (\$19.90/SF x 2,500 SF). The \$25,000 mistake caused a 50.25 % reduction in the amount of this bid item, which is materially lower than the bidder's intended amount of this bid item. The correct total bid for CPC would have been \$112,776.00, which would have made them the second lowest bidder.
4. The mistake was done in filling out the bid and not due to error in judgment or to carelessness in inspecting the site or in reading the specifications - The mistake appears to be a human error in filling out the bid.

Staff recommends the City Council relieve CPC of its bid, and award the contract for Bid No. 2020-08 to the responsive lowest bidder, Above All Names Construction, which was the City's previous concrete maintenance contractor and provided satisfactory services for the City. Staff has also checked and is satisfied with Above All Names Construction's bid documents and references.



STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer *C2*
Lawrence A. Mainez, Community Development Director *LM*

PREPARED BY: Kim Stater, Assistant Community Development Director *KS*

SUBJECT: Proposed City of Highland Community Development Block Grant (CDBG) Applications for Fiscal Year 2021-2022.

RECOMMENDATION: Staff recommends the City Council:

1. Approve the City's Application for Enhanced Code Enforcement that supports a portion of the salary and benefits of a Code Compliance Officer, Administrative Assistant, and Community Development Director; and
2. Approve the City's Application to construct pavement improvements and ancillary work on Cunningham Street from 9th Street to Base Line.

FISCAL IMPACT: The City's grant allocation in Fiscal Year 2021-2022 has not yet been determined by the US Department of Housing and Urban Development (HUD). For the purpose of applying, staff will assume that it will be similar to the 2020-2021 allocation of \$399,617.

A maximum of fifteen percent (15%) of the City's allocation may be used for Public Service Projects. Examples of prior Public Service Project recipients include the Highland Branch Library, YMCA, Highland Senior Center, and Central Little League. The remainder must be used for Construction Improvement Projects. Examples of these include curb/gutter/sidewalk construction and rehabilitation projects as well as Code Enforcement.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>9</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
<i>B. Hughes</i> City Clerk		<i>[Signature]</i> City Manager	

Public Service Applications

Staff did not prepare applications on behalf of the City that would be categorized as "Public Service."

Construction Improvements Project Proposal Applications

Staff prepared two "Construction" Applications:

1. Enhanced Code Enforcement: \$159,271 total request:
 - a. \$44,066 to fund a portion of the salary and benefits of the Community Development Director position.
 - b. \$79,309 to fund a portion of the salary and benefits of a full-time Code Compliance Officer position.
 - c. \$35,896 to fund a portion of the salary of an Administrative Assistant.
2. Pavement Improvements: \$200,000 request to construct pavement improvements and ancillary work on Cunningham Street from 9th Street to Base Line.

PUBLIC NOTICE: The agenda was posted at the City's three (3) designated posting locations as required by Resolution and on the City's Website.

BACKGROUND: The San Bernardino County Department of Community Development and Housing is currently accepting CDBG applications for Fiscal Year 2021-2022. The deadline for submittal is December 1, 2020.

The County will determine project eligibility on behalf of the HUD. Eligible Applications from the City and all other Community Based Organizations will be returned to the City in January for prioritization by the City Council.

The following is a brief summary of the City's proposed Applications:

1. Enhanced Code Enforcement Funding of this program would continue the on-going revitalization effort, development, and revitalization activities in the CDBG Target Area. Code Enforcement has received CDBG funding since 1995 to fund a portion of

Code Enforcement activities in the CDBG Target Area. Funding will provide for focused efforts in abating substandard housing and blight in the Target Area (see Attachment 1 – Enhanced Code Enforcement Application).

2. Pavement Improvements Construct pavement improvements and ancillary work on three streets located on Cunningham Street between 9th Street and Base Line. The proposed work will include design and construction of 1,975 lineal feet of street rehabilitation and extend the service life of Cunningham Street for another 20 years (see Attachment 2 – Pavement Improvements).

The above CDBG Applications request a total of \$359,271 in Construction Improvements Project Proposals.

Attachment 1 - Enhanced Code Enforcement Application

Attachment 2 - Pavement Improvements Application

ATTACHMENT 1
Enhanced Code Enforcement Application



Log Number
(Office Use Only)

**San Bernardino County
Fiscal Year 2021 - 2022
Construction Improvement Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments to your application.

☒	Exhibit 1: Organization Information
☒	Exhibit 2: Project Information
☒	Exhibit 3: Project Characteristics
☒	Exhibit 4: Priority Needs:
☒	Exhibit 5: Project Budget & Sources
☒	Exhibit 6: Proposed Goals and Milestones
☒	Exhibit 7: Agency Capacity Narrative
☒	Exhibit 8: Civil Rights Laws Compliance And HUD Good Standing
☒	Exhibit 9: Signatures And Assurances
☒	Maintenance And Operations Agreement
☒	Application Checklist

Exhibit 1: Organization Information

Organization Name:

City of Highland

Organization Address:

27215 Base Line

City/State/Zip: Highland / CA / 92346

Phone: (909) 864-8732

Fax: (909) 862-3180

Email: kstater@cityofhighland.org

Applicant Type: Local Government Agency

Authorized Person Name: Lawrence A. Mainez

Authorized Person's Title: Community Development Director

Address: 27215 Base Line

City/State/Zip: Highland / CA / 92346

Phone: (909) 864-8732

Fax: (909) 862-3180

Email: lmainez@cityofhighland.org

Application Contact Person's Name: Kim Stater

Application Contact Person's Title: Assistant Community Development Director

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

1) Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible. The mission is established to reflect the following beliefs which represent the predominant beliefs of the community. They express what matters most in the conduct of public affairs affecting the citizenry of Highland; responsibility, services, accountability, creativity, neighborhood sustainability, vision and family. 2) The City's purpose is to develop a vibrant economy for the benefit of our citizens and businesses. 3) Highland has a diverse population of approximately 55,000 persons. 4) The City of Highland incorporated in 1987, serving the community 33 years. 5) N/A

Exhibit 2: Project Information

Project Title:

Enhanced Code Enforcement

Address:

Within CDBG Target Area

City /State/Zip:

Highland / CA / 92346

County Supervisorial District where project will be located:

☐ 1st District☐ 2nd District☒ 3rd District:☐ 4th District☐ 5th District

Is this a new construction project, or a request for additional funding to an existing CDBG Project?

Request for additional funding to an existing CDBG project

If requesting additional funds for an existing CDBG project, provide prior CDBG project number?

HIGH-19-1-15Z/1355

Project Type (Description):

The project proposes to revitalize neighborhoods, improve public health and safety and increase property maintenance. This will be accomplished by enhancing the City's Code Compliance efforts. The program would partially fund three City staff. Staff would inspect residential and commercial property, identify deficiencies, address homelessness, and take action to abate violations. The staff will abate violations by educating property owners and making available resources known.

Eligible Block Group

Indicate eligible Block Group to be benefited by CDBG Funds requested.

Provide a map identifying the eligible census block as indicated in the Eligible Census Blocks.

060710063022 060710064021, 060710064022, 060710065001 060710074082,
060710074072, 060710074101 060710076011, 060710076012, 060710076013,
060710076014 060710076031, 060710076032, 060710076033, 060710076042

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below which countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	No
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

Highland shares the County's vision for a vibrant economy, quality community health, public safety and housing. Providing quality housing to all economic segments of the community and ensuring all residents have a neighborhood in which individuals and families can thrive and be proud of is a key component to the community's success. To achieve these goals, the City must stop neighborhood decline. The City seeks to enhance its Code Enforcement efforts. The project will allow the City to address trash and debris, substandard housing, abandoned vehicles, overgrown vegetation and zoning violations at properties that would not otherwise be addressed. The project would partially fund a Code Compliance Officer who would conduct inspections and abate violations within the Target Area. It would fund a portion of an Administrative Assistant to assist the Officer with administrative duties related to the new cases and free the Officer's time to be spent in the field. It would fund a smaller portion of the Community Development Director to supervise and oversee the more severe violations.

Exhibit 3: Project Characteristics

Street address and nearest cross streets of the site where the program will be carried out:

Legal property owner:

City of Highland

What is the current zoning?

N/A

Is this use permitted in this zoning?

N/A

Is a conditional use permit required? Yes/No

No

Complete applicable items for all construction projects:

- Assessor's parcel number:

- Square footage of proposed building or building addition:

- Square footage of construction site parcel:

- Length of improvements if street, water or sewer project:

- Service capacity of existing facility:

- Improved service capacity of the facility:

- Age of structure:

- Is the structure registered as a historic landmark under state, federal or local Law?

Describe the geographic boundaries of the neighborhood, community, or region to be served by this project. This description must include service area boundaries if land acquisition or structural improvements are proposed (attach a map):

Within the City's CDBG Target Area generally located south of Highland Avenue and west of the 210 Freeway.

Exhibit 4: Priority Needs:

Complete the table below by answering "Yes" or "NO".

Public Facility's Needs:	Yes/ No:
Senior Center Improvements	No
Community Center Improvements	No
Child Care Center Improvements	No
Youth Center Improvements	No
Park & Recreation Improvements	No
Social Care Facility Improvements	No
Code Enforcement Needs	Yes
Code Enforcement	Yes
Demolition and Clearance	Yes
Blight Abatement	
Infrastructure Needs	No
Water and Sewer Improvements	No
Drainage Improvements	No
Street Improvements	No
Sidewalk Improvements	No
Commercial/ Industrial Infrastructure Development	No
Accessibility Needs	No
Removal of Architectural Barriers	No
Historic Preservation Needs:	Yes
Historic Preservation Improvements	Yes
Other:	

Exhibit 4: Priority Needs (continued)

HUD Demographics: (Please indicate Yes/No)

- Does this project help prevent homelessness?
No
- Does this project help the homeless?
Yes
- Does this project help those with HIV or AIDS?
No
- Does this project primarily help persons with disabilities?
No

Why this project is considered a priority?

The project is considered a priority because the City must protect the health and economic vitality of its residents and businesses by ensuring Code violations are corrected. The City must not allow its housing stock to deteriorate and health and safety violations go unresolved.

Why this project is needed, Site the evidence to substantiate the need?

The project is needed to improve property conditions in the City, encourage affordable housing and improve living conditions. The Target Area suffers from blighted conditions such as a lack of property maintenance, substandard living conditions, illegal and unsafe structures, etc

Why must this proposed project be funded now versus receiving funding in future years?

Code enforcement and economic development must be addressed with the assistance of local government best suited to monitor and respond to issues. If concerted efforts are not made, decline could occur at an accelerated rate. Earlier intervention will keep decline to a minimum.

What are the ramifications if this project is not recommended for funding in this fiscal year?

The City's Code Enforcement efforts would be reduced. Violations may go unanswered and further the decline of properties in the CDBG Target Area. Housing neighborhood stabilization efforts would suffer and recovery in the City's economically disadvantaged neighborhoods would be impaired.

What is the project's population to be served?

Enhanced Code Enforcement will be conducted within the City's CDBG Target Area and will assist the economically disadvantaged. It will serve families of low, very-low and extremely low income. It will serve areas that contain the oldest housing stock in the City with the least amount of infrastructure.

What is the projects accomplishment level?

The project will reduce the number of property violations such as substandard conditions, trash and debris, overgrown vegetation, illegal construction, inoperative vehicles, etc. Efforts will make a visible and quantifiable improvement within the CDBG Target area. While correcting violations, Staff will assist in the development and administration of housing and economic development programs, assisting disadvantaged families.

Summarize the Scope of Work; include in your summary the number of units or activities the project will complete with CDBG funds.

The Officer will conduct daily inspections and issue warnings and violations as necessary. They will provide residents with referrals to housing advocates legal aide and other social services. The Officer will coordinate with San Bernardino County Animal Control, Weed Abatement, Vector Control, HOPE Team and Sheriff's Office. Approximately 100 inspections can be expected each month at 70 properties resulting in 20 violations. The Administrative Assistant will manage the related document filing to maximize the Officer's time in the field.

Describe how the project preserves a low and moderate-income neighborhood, or provides other community benefits.

The project will halt and improve substandard property conditions. Considerable decline is visible in lack of maintenance, illegal additions, abandoned vehicles and parking on unimproved surfaces, overgrown vegetation, etc. The identification and rectification of these items will improve individual properties their surrounding neighborhood and City as a whole. Business attraction and retention within the Target Area is key to revitalization of vacant and substandard commercial and industrial properties. Staff will focus on the proposed 3rd and 5th Street Corridor Master Plan in coordination with the IVDA, SBIAA and surrounding jurisdictions.

Exhibit 5: Project Budget & Sources

Provide the estimated financial data for the project as requested below for the appropriate project group. Costs should be based on the best information available. When preparing this data, consider the following factors: (a) project should be completed in one phase if possible, or if phased, operational capability of the phases should be independent of each other; (b) a phased project should be prioritized and broken into distinct parts, with estimated cost and priority for each part; (c) apply federal prevailing wage rates to construction projects over \$2,000.

Project Budget		
	SB County Share (\$):	Other Source (\$):
Architectural and engineering services		
Site acquisition		
Local Review application		
Construction		
Other:	\$159,271.00	\$212,479.00
Total	\$159,271.00	\$212,479.00
Overall Total Project Cost: (CDBG Share + Other Source)		\$371,750.00

Exhibit 5A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$) (This amount should match the grand total requested from CDBG Share)
Highland	\$159,271.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding			
County Funding			
Private Funding			
Other:	City of Highland General Fund	\$212,479.00	07/01/2021
Total Leveraging Funds		\$212,479.00	

Exhibit 6: Proposed Goals and Milestones

Explain how the project will meet contract goals and milestones. *For example, project expenditures and performance/accomplishment goals of 40% by September 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

Project goals will be measured monthly and achieved on a 1/12th percentage; 100% by June 30th.

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
08/15/2021	\$13,272.00
09/15/2021	\$13,272.00
10/15/2021	\$13,272.00
11/15/2021	\$13,272.00
12/15/2021	\$13,272.00
01/15/2022	\$13,272.00
02/15/2022	\$13,272.00
03/15/2022	\$13,272.00
04/15/2022	\$13,272.00
05/15/2022	\$13,272.00
06/15/2022	\$13,272.00
07/15/2022	\$13,279.00
Total Reimbursement:	\$159,271.00

EXHIBIT 7: Agency Capacity Narrative (Non-Profit Organizations Only)

- Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

N/A

- Describe your agency's experience in administering government and/or public funds.

N/A

- Describe your method to sustain project viability over the multi-year process if funding decreases.

N/A

INSTRUCTIONS: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	Yes/ No
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	
Has your organization been sued in the last five years?	
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	

Exhibit 8: Civil Rights Laws Compliance And HUD Good Standing

Answer the following questions:

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered "Yes", please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103.400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing Agency
Community Development Block Grant
2021 - 2022 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: Highland Code Enforcement 2021-2022

Applicant Name: Kim Stater

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing Agency (CDHA) in order for the applicant to electronically sign the Community Development Block Grant (CDGG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDHA.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDHA may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDHA to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDHA's Community Development Block Grant 2021 - 2022 Funding Application. I understand that CDHA may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDHA immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDHA and will remain in effect until the end of the 2021 - 2022 CDBG funding cycle or I choose to cancel this request via written notification to the CDHA. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Kim Stater	
Application Title: Highland Code Enforcement 2021-2022	
Agency Name: City of Highland	Federal Tax ID No.: 33-0270638
Mailing Address: 27215 Base Line	Phone No.: (909) 864-8732
Email Address: kstater@cityofhighland.org	Fax No: (909) 862-3180
Authorized Signature	
Print Name: Lawrence Mainez	Print Title: Community Development Director
Signature: Lawrence Mainez, Community Development Director	Date: 11/25/2020

Please send the signed copy of this agreement to:
 Community Development and Housing Agency,
 Community Development and Housing, 385 North Arrowhead Ave. 3rd Floor,
 San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

Maintenance and Operations Agreement

Please keep in mind the Maintenance and Operations cost is ineligible for CDBG funds.

All capital improvements or facilities will require a Maintenance and Operation (M & O) contract. The MAINTENANCE AND OPERATION COMMITMENT must be signed by a representative of the M & O entity with authority to obligate the organization.

- 1) MAINTENANCE AND OPERATION COMMITMENT: The governing body of the below named public, quasi-public, or non-profit entity has the financial capacity and is willing to assume the Maintenance and Operation (M & O) responsibility and costs associated with the indicated community development project. This body has reviewed the "Estimated Annual Maintenance and Operation Budget" part of this section. To the best of this body's ability, it has determined this budget to be a true and accurate estimate of the annual M & O costs for the proposed project.

It is understood that without a commitment for maintenance and operation, the indicated project may not be considered for funding under the Community Development Block Grant program. Should this project be funded, a formal M & O contract shall be written and signed before any funds can be released. NOTE: The Maintenance and Operation cost for capital improvements and facilities are not eligible for CDBG funding.

Proposed Project:

Enhanced Code Enforcement

Legal/ Incorporated Name of Prospective M&O Entity:

City of Highland

Address:

27215 Base Line, Highland, CA 92346

Federal I.D. Number of M&O Entity:

33-0270638

Signature: Lawrence Mainez Title: Community Development Director

Print Name: Lawrence Mainez Date: 11/25/2020

Maintenance and Operations Expenses

Utilities	Amount (\$):
Electric	
Water	
Gas	
Telephone	
Disposal Service	
Other:	
Sub-Total	\$0.00
Materials	
Janitorial Supplies	
Office Supplies	
Recreational Supplies	
Ground Supplies	
Other:	
Sub-Total	\$0.00
Maintenance – Capital Improvements	
Building Repair	
Maintenance of Equipment	
Improvements to Property	
Other:	
Sub-Total	\$0.00
Insurance	
Liability	
Fire	
Other:	
Sub-Total	\$0.00

Personnel	
Maintenance	
Secretary	
Administrator	
Program Staff	
Other:	
Sub-Total	\$0.00
M& O Annual Expense Total	\$0.00

List out all sources and liabilities such as budget sources, membership, user fees, etc.

Revenue Sources:	Amount (\$):
Budgeted Revenue Total	\$0.00
Assets/ Liabilities	Amount (\$):
Budgeted Revenue minus M&O Expense	\$0.00

**CDBG Application Checklist
(Non-Profit Agency Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agency's must be Registered in the System of Award Management (SAM) website <https://www.sam.gov/portal/public/SAM/> . Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.

ATTACHMENT 2
Pavement Improvements Application



 Log Number
 (Office Use Only)

**San Bernardino County
Fiscal Year 2021 - 2022
Construction Improvement Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments to your application.

☒	Exhibit 1: Organization Information
☒	Exhibit 2: Project Information
☒	Exhibit 3: Project Characteristics
☒	Exhibit 4: Priority Needs:
☒	Exhibit 5: Project Budget & Sources
☒	Exhibit 6: Proposed Goals and Milestones
☒	Exhibit 7: Agency Capacity Narrative
☒	Exhibit 8: Civil Rights Laws Compliance And HUD Good Standing
☒	Exhibit 9: Signatures And Assurances
☒	Maintenance And Operations Agreement
☒	Application Checklist

Exhibit 1: Organization Information

Organization Name:

City of Highland

Organization Address:

27215 Base Line

City/State/Zip: Highland / CA / 92346

Phone: 909-864-8732

Fax: 909-862-3180

Email: czamano@cityofhighland.org

Applicant Type: City

Authorized Person Name: Carlos Zamano

Authorized Person's Title: Public works Director/City Engineer

Address: 27215 Base Line

City/State/Zip: Highland / CA / 92346

Phone: 909-864-8732

Fax: 909-862-3180

Email: czamano@cityofhighland.org

Application Contact Person's Name: Carlos Zamano

Application Contact Person's Title: Public works Director/City Engineer

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

1) Mission: Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and staff of the City of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible; 2) Purpose To develop a vibrant economy for the benefit of our citizens and businesses; 3) Population served: 54,000; 4) Number of years serving population: 32; 5) Supportive Services: Transportation; Funding sources: Local and state funds; Start Date: 7/1/2021; End Date: 6/30/2022.

Exhibit 2: Project Information

Project Title:

2021/2022 Pavement Rehabilitation

Address:

27215 Base Line

City /State/Zip:

Highland / CA / 92346

County Supervisorial District where project will be located:

☐ 1st District☐ 2nd District☒ 3rd District:☐ 4th District☐ 5th District

Is this a new construction project, or a request for additional funding to an existing CDBG Project?

New Construction Project

If requesting additional funds for an existing CDBG project, provide prior CDBG project number?

Project Type (Description):

Construct pavement rehabilitation and ancillary work on Cunningham from 9th Street to Base Line within CDBG Low-Mod Income Eligible Block area boundaries within the City of Highland.

Eligible Block Group

Indicate eligible Block Group to be benefited by CDBG Funds requested.

Provide a map identifying the eligible census block as indicated in the Eligible Census Blocks.

The project benefits Block Group 76.02 1. See attached Highland CDBG Target Area Map.

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below which countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	No
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	No
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	No
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	No

Provide a brief narrative of how your project meets the Countywide Vision:

Exhibit 3: Project Characteristics

Street address and nearest cross streets of the site where the program will be carried out:

Legal property owner:

City of Highland

What is the current zoning?

Public Right-of-Way

Is this use permitted in this zoning?

Yes

Is a conditional use permit required? Yes/No

No

Complete applicable items for all construction projects:

- Assessor's parcel number:

N/A

- Square footage of proposed building or building addition:

N/A

- Square footage of construction site parcel:

N/A

- Length of improvements if street, water or sewer project:

1,975 LF

- Service capacity of existing facility:

N/A

- Improved service capacity of the facility:

N/A

- Age of structure:

N/A

- Is the structure registered as a historic landmark under state, federal or local Law?

N/A

Describe the geographic boundaries of the neighborhood, community, or region to be served by this project. This description must include service area boundaries if land acquisition or structural improvements are proposed (attach a map):

Cunningham street is located between 9th Street and Base Line in the City of Highland (see attached Location Map)

Exhibit 4: Priority Needs:

Complete the table below by answering "Yes" or "NO".

Public Facility's Needs:	Yes/ No:
Senior Center Improvements	No
Community Center Improvements	No
Child Care Center Improvements	No
Youth Center Improvements	No
Park & Recreation Improvements	No
Social Care Facility Improvements	No
Code Enforcement Needs	No
Code Enforcement	No
Demolition and Clearance	No
Blight Abatement	No
Infrastructure Needs	Yes
Water and Sewer Improvements	No
Drainage Improvements	No
Street Improvements	Yes
Sidewalk Improvements	No
Commercial/ Industrial Infrastructure Development	No
Accessibility Needs	No
Removal of Architectural Barriers	No
Historic Preservation Needs:	No
Historic Preservation Improvements	No
Other:	No

Exhibit 4: Priority Needs (continued)

HUD Demographics: (Please indicate Yes/No)

- Does this project help prevent homelessness?
No
- Does this project help the homeless?
No
- Does this project help those with HIV or AIDS?
No
- Does this project primarily help persons with disabilities?
No

Why this project is considered a priority?

The project is a priority for the City because it will rehabilitate the street from poor condition to new condition and extend its service life for another 20 years.

Why this project is needed, Site the evidence to substantiate the need?

Current street conditions are deteriorating and, without rehabilitation as proposed herein, would continue to deteriorate and then present hazards for the motoring public. See attached Existing Site Photos.

Why must this proposed project be funded now versus receiving funding in future years?

If not funded and repaired now, Cunningham Street will continue to deteriorate to a point that would be hazardous to the motoring public, and that would require a much more expensive repair method than currently needed.

What are the ramifications if this project is not recommended for funding in this fiscal year?

Street hazards and much higher repair costs in the future as the street continues to deteriorate.

What is the project's population to be served?

54,000

What is the projects accomplishment level?

The project will rehabilitate street pavement to new condition and help to improve the quality of life and the property values within the low-income neighborhood surrounding the project.

Summarize the Scope of Work; include in your summary the number of units or activities the project will complete with CDBG funds.

The project will include design and construction of 1,975 lineal feet of street rehabilitation.

Describe how the project preserves a low and moderate-income neighborhood, or provides other community benefits.

The proposed street rehabilitation will extend the service life of Cunningham Street for another 20 years. The project will help to improve the quality of life and the property values within the low-income neighborhood surrounding the project.

Exhibit 5: Project Budget & Sources

Provide the estimated financial data for the project as requested below for the appropriate project group. Costs should be based on the best information available. When preparing this data, consider the following factors: (a) project should be completed in one phase if possible, or if phased, operational capability of the phases should be independent of each other; (b) a phased project should be prioritized and broken into distinct parts, with estimated cost and priority for each part; (c) apply federal prevailing wage rates to construction projects over \$2,000.

Project Budget		
	SB County Share (\$):	Other Source (\$):
Architectural and engineering services	\$0.00	\$20,000.00
Site acquisition		
Local Review application		
Construction	\$200,000.00	
Other:		
Total	\$200,000.00	\$20,000.00
Overall Total Project Cost: (CDBG Share + Other Source)		\$220,000.00

Exhibit 5A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$) (This amount should match the grand total requested from CDBG Share)
Highland	\$200,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding			
County Funding			
Private Funding			
Other:	Local	\$20,000.00	07/01/2021
Total Leveraging Funds		\$20,000.00	

Exhibit 6: Proposed Goals and Milestones

Explain how the project will meet contract goals and milestones. *For example, project expenditures and performance/accomplishment goals of 40% by September 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

Design: 7/1/21 thru 11/30/21
 Bid Package Approval by CDH: 12/31/21
 Contractor Selection: 3/12/22
 Construction: 4/8/22 thru 6/28/22

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
07/01/2021	\$200,000.00
Total Reimbursement:	\$200,000.00

EXHIBIT 7: Agency Capacity Narrative (Non-Profit Organizations Only)

- Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

N/A

- Describe your agency's experience in administering government and/or public funds.

N/A

- Describe your method to sustain project viability over the multi-year process if funding decreases.

N/A

INSTRUCTIONS: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	Yes/ No
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

Exhibit 8: Civil Rights Laws Compliance And HUD Good Standing

Answer the following questions:

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered "Yes", please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103.400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing Agency
Community Development Block Grant
2021 - 2022 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: Construction Application 2021

Applicant Name: David Kinzle

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing Agency (CDHA) in order for the applicant to electronically sign the Community Development Block Grant (CDGG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDHA.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDHA may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDHA to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDHA's Community Development Block Grant 2021 - 2022 Funding Application. I understand that CDHA may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDHA immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDHA and will remain in effect until the end of the 2021 - 2022 CDBG funding cycle or I choose to cancel this request via written notification to the CDHA. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

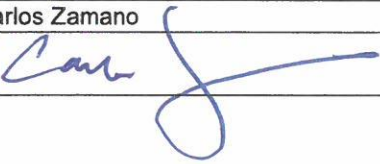
Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: David Kinzle	
Application Title: Construction Application 2021	
Agency Name: City of Highland	Federal Tax ID No.: 33-0270638
Mailing Address: 27215 Base Line, Highland, CA 92346	Phone No.: (909) 864-8732
Email Address: czamano@cityofhighland.org	Fax No: (909) 862-3180
Authorized Signature	
Print Name: Carlos Zamano	Print Title: Public Works Director/City Engineer
Signature: 	Date: 11/05/2020

Please send the signed copy of this agreement to:
 Community Development and Housing Agency,
 Community Development and Housing, 385 North Arrowhead Ave. 3rd Floor,
 San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

Maintenance and Operations Agreement

Please keep in mind the Maintenance and Operations cost is ineligible for CDBG funds.

All capital improvements or facilities will require a Maintenance and Operation (M & O) contract. The MAINTENANCE AND OPERATION COMMITMENT must be signed by a representative of the M & O entity with authority to obligate the organization.

- 1) MAINTENANCE AND OPERATION COMMITMENT: The governing body of the below named public, quasi-public, or non-profit entity has the financial capacity and is willing to assume the Maintenance and Operation (M & O) responsibility and costs associated with the indicated community development project. This body has reviewed the "Estimated Annual Maintenance and Operation Budget" part of this section. To the best of this body's ability, it has determined this budget to be a true and accurate estimate of the annual M & O costs for the proposed project.

It is understood that without a commitment for maintenance and operation, the indicated project may not be considered for funding under the Community Development Block Grant program. Should this project be funded, a formal M & O contract shall be written and signed before any funds can be released. NOTE: The Maintenance and Operation cost for capital improvements and facilities are not eligible for CDBG funding.

Proposed Project:

2021-2022 Pavement Rehabilitation

Legal/ Incorporated Name of Prospective M&O Entity:

City of Highland

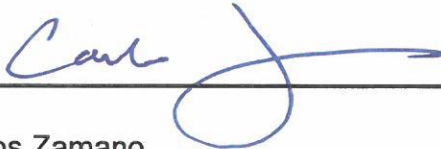
Address:

27215 Base Line

Federal I.D. Number of M&O Entity:

33-0270638

Signature:



Title: Public Works Director/City Eng

Print Name: Carlos Zamano

Date: 11/05/2020

Maintenance and Operations Expenses

Utilities	Amount (\$):
Electric	
Water	
Gas	
Telephone	
Disposal Service	
Other:	
Sub-Total	\$0.00
Materials	
Janitorial Supplies	
Office Supplies	
Recreational Supplies	
Ground Supplies	
Other:	
Sub-Total	\$0.00
Maintenance – Capital Improvements	
Building Repair	
Maintenance of Equipment	
Improvements to Property	
Other: Street Pavement Maintenance over 20-year service life	\$20,000.00
Sub-Total	\$20,000.00
Insurance	
Liability	
Fire	
Other:	
Sub-Total	\$0.00

Personnel	
Maintenance	
Secretary	
Administrator	
Program Staff	
Other:	
Sub-Total	\$0.00
M& O Annual Expense Total	\$20,000.00

List out all sources and liabilities such as budget sources, membership, user fees, etc.

Revenue Sources:	Amount (\$):
Local Funds	\$20,000.
Budgeted Revenue Total	\$20,000.
Assets/ Liabilities	Amount (\$):
Budgeted Revenue minus M&O Expense	\$0.00

**CDBG Application Checklist
(Non-Profit Agency Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

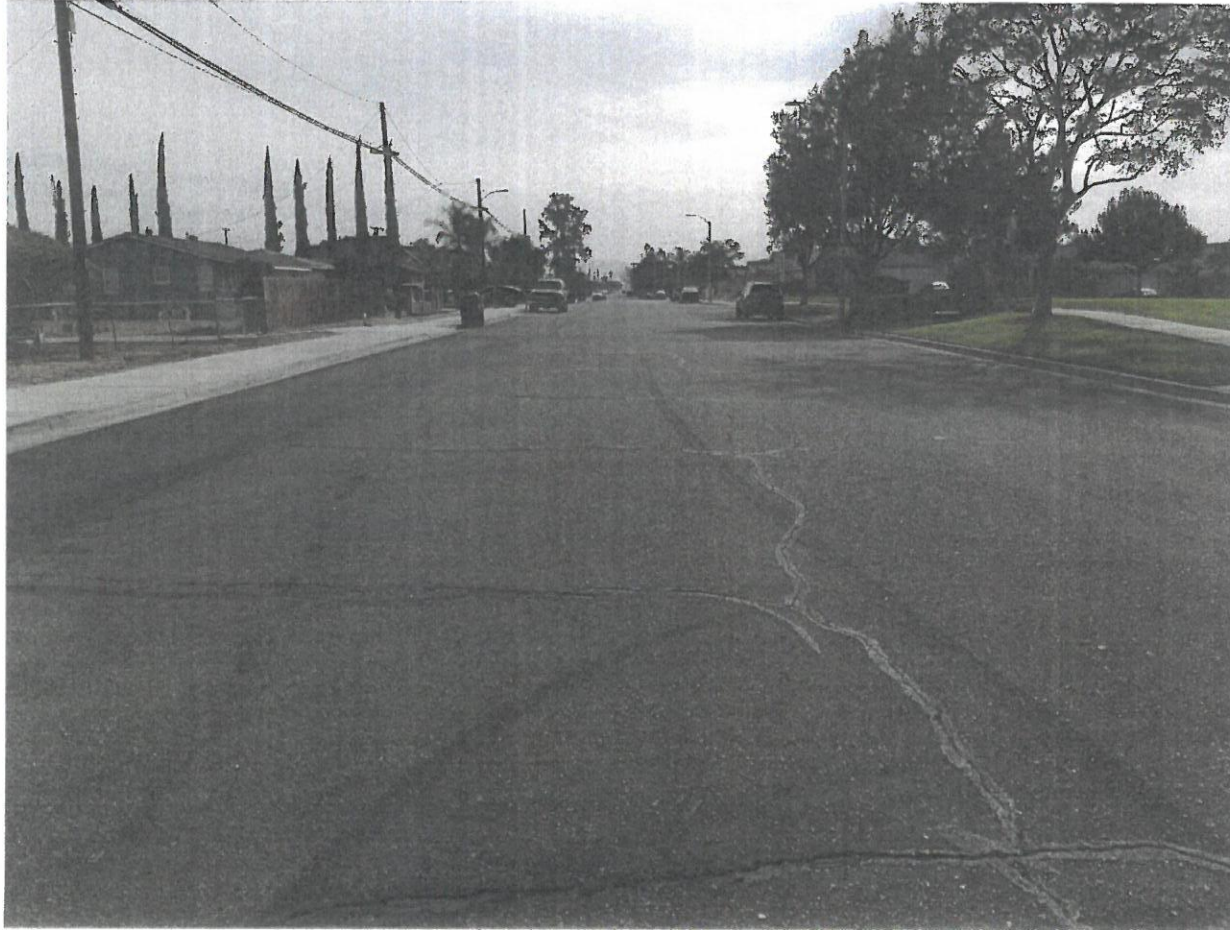
- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agency's must be Registered in the System of Award Management (SAM) website <https://www.sam.gov/portal/public/SAM/> . Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



LOCATION MAP

EXISTING SITE PHOTOS



Looking South on Cunningham between Bruce Street and 9th Street

EXISTING SITE PHOTOS

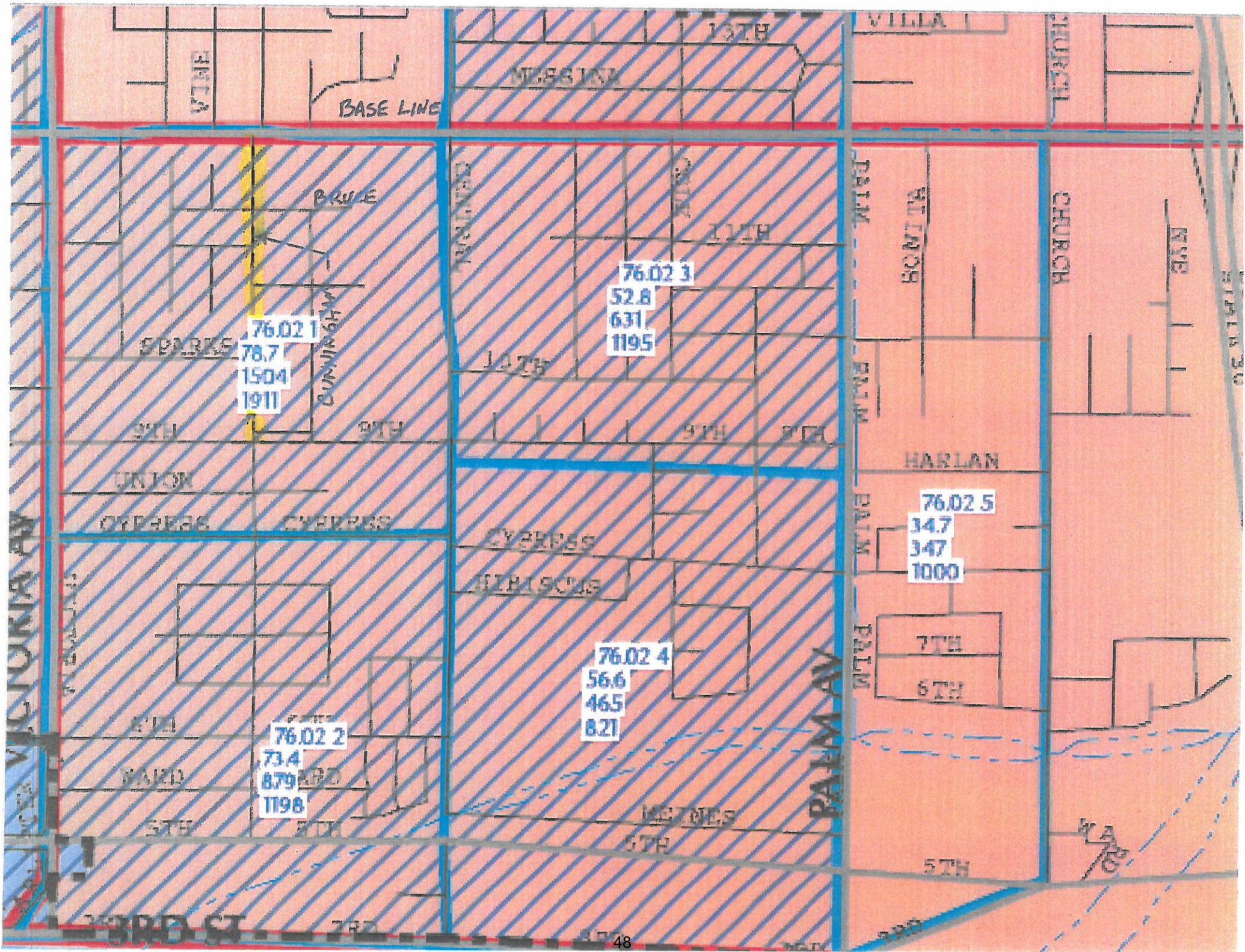


Looking North on Cunningham between Sparks Street and Base Line

EXISTING SITE PHOTOS



Looking North on Cunningham between Bruce Street and Base Line





STAFF REPORT

TO THE CITY COUNCIL

DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer 

SUBJECT: Adoption of Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority, which permits the merger of Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

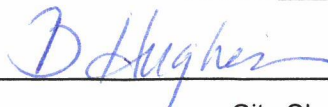
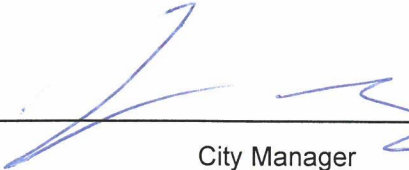
RECOMMENDATION: Adopt Joint Powers Agreement (Attachment #1) and Bylaws (Attachment #2) for the California Intergovernmental Risk Authority, which permits the merger of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

FISCAL IMPACT: The merger will consolidate the operations and expenses of both pools. CIRA will work towards eliminating redundant expenses which will lower long term operating costs. Consolidating operations will also achieve greater economies of scale.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: The Public Agency Risk Sharing Authority of California (PARSAC) is a public entity pool representing 34 small to medium sized cities/towns and one fire district. It was formed in 1986 with a mission to provide liability coverage in response to the insurance crisis that eliminated commercial coverage for cities. Coverage was expanded in 1990 to include workers' compensation coverage and other services. Other lines of coverage have been added since that time, which are outlined further below. Shortly after incorporating, Highland became a member of PARSAC and has been a member ever since.

The Redwood Empire Municipal Insurance Fund (REMIF) is a public entity pool representing 15 small to medium sized cities/towns. It was formed in 1976 with a mission to provide workers' compensation coverage in response to increasing and unaffordable commercial rates. Coverage was expanded in the mid-1980s to include liability coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>10</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

PARSAC and REMIF provide a pooled liability program, pooled workers' compensation program, and coverage for group purchased property, Board of Directors public officials' errors and omissions, auto physical damage, special events, fidelity bonds, cyber liability and other ancillary benefits.

Both pools focus on managing and maintaining a financially stable risk sharing pool for members, and the board of directors have a conservative funding and investment philosophy. They share a similar philosophy to embrace diverse opinions, have discussions that are constructive and collaborative, encourage participation from the members, balance member interests with those of the pool and work together towards a greater good.

Both pools also share a similar culture in that the pool is member owned, member governed, member driven and exists to serve its members. The organizations are also similar in that they serve small to medium sized cities/towns, and share a similar footprint in Northern California, while PARSAC has presence throughout the State.

A comparison matrix of the lines of coverage and services offered by both pools are attached to this staff report.

Given the similarities between the two agencies, REMIF and PARSAC explored a strategic partnership, which ultimately led to a proposed merger between the two organizations. Rather than one pool merging into the other, the Board of Directors for the pools directed the creation of a new pool (called the California Intergovernmental Risk Sharing Authority or CIRA). There will be great benefits in sharing resources, sharing expenses, and drawing on strengths. Benefits also include succession planning, more robust, stable programs, shared training resources, long term program sustainability, and eliminating redundancies. While a merger could have realized savings to the members of both pools, the intent of a merger between PARSAC and REMIF is to have long term stability, sustainability and adding depth and breadth to the agencies, with the singular goal of better serving our members.

After over a year of in-depth analysis of such a merger, the Board of Directors for both pools directed the merger of the organizations, effective 07/01/2021, creating a new pool, CIRA. To proceed, the individual members must seek adoption of the CIRA agreements, attached hereto. Council is asked to adopt the CIRA Joint Powers Agreement and Bylaws, and further direct staff to work with the CIRA on steps necessary to complete the merger.

Lines of coverage	PARSAC	REMIF
Liability	✓	✓
Employment Practices Liability	✓	✓
Automobile Liability	✓	✓
Property Damage (3 rd party)	✓	✓
Workers' Compensation	✓	✓
Auto Physical Damage	✓	✓
Public Official Errors and Omissions	✓	✓
Property Damage (for members' property)	✓	✓
Special Events Coverage	✓	✓
Fidelity Bond	✓	✓
Employee Benefits (dental, vision, LTD, life)	✓	✓
Medical benefits (actives, retirees)	⊘	✓

Services Offered	PARSAC	REMIF
Safety Program	✓	✓
Grants	✓	⊘
Consultation and referral services	✓	✓
Customized risk management presentations	✓	⊘
Video and print resource library	✓	⊘
Regional and onsite risk management training	✓	✓
Web-based OSHA safety courses	✓	✓
In person OSHA safety courses	⊘	✓
Web-based employment practices courses	✓	✓
On site risk assessments	✓	✓
Post-accident assistance and mitigation	✓	✓
Operational Best Practices Templates	✓	⊘

Lexipol Fire and LE	✓	✓
Consultation with employment law firms	✓	✓
Liebert Cassidy Whitmore (LCW) Consortium Membership	✓	✓
DMV pull program	✓	⊘
DOT Drug Screening Program	✓	✓
Defensive Driver Training	✓	✓
Pre-employment physicals	⊘	✓

Attachment 1

CIRA Joint Exercise of Powers Agreement

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority ("CIRA" or "Authority") ("Agreement"), formerly known as the Public Agency Risk Sharing Authority of California ("PARSAC"), is entered into by and among the public entities, hereafter referred to as "Members", each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix "A", attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 ("Effective Date").

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority ("Original JPA Agreement"). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 ("PARSAC Agreement").

2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers' compensation claims.

3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.

4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.

5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.

6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).

7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.

8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III.

PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV.

POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

ARTICLE XI. ADMISSION OF NEW MEMBERS

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

ARTICLE XII. WITHDRAWAL

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII. EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV. TERMINATION AND DISTRIBUTION

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

- | | |
|----------------------------|---|
| 1. City of Arcata | 27. City of Point Arena |
| 2. City of Amador City | 28. City of Rancho Cucamonga |
| 3. City of Avalon | 29. Rancho Cucamonga Fire Protection District |
| 4. City of Belvedere | 30. City of Rancho Santa Margarita |
| 5. City of Blue Lake | 31. City of Rohnert Park |
| 6. City of California City | 32. City of San Juan Bautista |
| 7. City of Calimesa | 33. City of Sebastopol |
| 8. City of Calistoga | 34. City of Sierra Madre |
| 9. City of Citrus Heights | 35. City of Sonoma |
| 10. City of Clearlake | 36. City of South Lake Tahoe |
| 11. City of Cloverdale | 37. City of St. Helena |
| 12. City of Coalinga | 38. City of Tehama |
| 13. City of Cotati | 39. City of Trinidad |
| 14. City of Eureka | 40. Town of Truckee |
| 15. City of Ferndale | 41. City of Twentynine Palms |
| 16. City of Fort Bragg | 42. City of Ukiah |
| 17. City of Fortuna | 43. City of Watsonville |
| 18. City of Grass Valley | 44. City of Wheatland |
| 19. City of Healdsburg | 45. City of Wildomar |
| 20. City of Highland | 46. City of Willits |
| 21. City of Lakeport | 47. Town of Windsor |
| 22. City of Menifee | 48. Town of Yountville |
| 23. City of Nevada City | 49. City of Yucaipa |
| 24. City of Placentia | 50. Town of Yucca Valley |
| 25. City of Placerville | |
| 26. City of Plymouth | |

APPENDIX "B"

PARSAC Agreement

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

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PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. “**Agreement**” shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. “**Alternate**” shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. “**Board**” or “**Board of Directors**” shall mean the governing body of PARSAC.
- D. “**Bylaws**” shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. “**Claims**” shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. “**PARSAC**” shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. “**Covered Loss**” shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. “**Deposit Premium**” shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

- I. **“Executive Committee”** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.
- J. **“Fiscal Year”** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.
- K. **“Incurred Loss”** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.
- L. **“Insurance”** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.
- M. **“Liability Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.
- N. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- O. **“Memorandum of Coverage”** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.
- P. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

- Q. “**Program**” shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- R. “**Public Entity**” shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- S. “**Retrospective Premium**” shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.
- T. “**Retrospective Premium Adjustment**” shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.
- U. “**Self-Insured Retention**” or “**SIR**” shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.
- V. “**Workers' Compensation Program Participant**” shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers' Compensation Program.
- W. “**Group Purchase Programs**” shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III PURPOSES

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services;
and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

**ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA**

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

**ARTICLE V
TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

**ARTICLE VI
POWERS OF PARSAC**

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

A. **Financial Audit.** The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

ARTICLE XIV ESTABLISHMENT AND ADMINISTRATION OF FUNDS

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

ARTICLE XVII
PARSAC MEMBERSHIP

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

ARTICLE XVIII
MEMORANDA OF COVERAGE

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX

SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a “Fund Balance Reserve” (“Reserve”) equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity’s adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the “Fund Balance Reserve Resolution” prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity’s self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers’

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year and corresponding to the 5 years of loss data
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services,

financial audits, and claims administration, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

**ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION
ON MEMBER ENTITY'S RESPONSIBILITIES**

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

- A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;
- B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;
- C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;
- D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and
- E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

ARTICLE XXV TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXIX
SEVERABILITY**

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XXX
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date: _____
By: _____
Name/Title

Attest: _____
Deputy Secretary, PARSAC

Member Entity: _____

Date: _____
By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of West Hollywood
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

Appendix "C"

**Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of
Retirement Obligations Dated May 25, 2017**

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]
AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

- B. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.
- C. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- D. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.
- E. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- F. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.
- G. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- H. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- I. **“Public Retirement System”** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.
- J. **“Retirement Liability”** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE VII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California [“PARSAC”]

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX “B”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood

Attachment 2

CIRA Bylaws

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

The California Intergovernmental Risk Authority ("CIRA" or "the Authority") is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement ("Agreement"). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

**ARTICLE III.
NEW MEMBERS**

Any California public agency that provides municipal services may become a Member of the Authority by agreeing to be bound by the Governing Documents and by complying with all of the following requirements:

- A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;
- B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;
- C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;
- E. Be accepted for membership by a two-thirds vote of the Board of Directors;
- F. Appoint, in writing, a representative to act as Director on the Authority's Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and
- G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member's application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant's most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the

application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

ARTICLE IV. MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;
2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;
3. Providing the Authority with statistical and loss experience and other data as requested.
4. Execution of a membership resolution for each Program in which the Member participates.
5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.
6. Execution of amendments to this Agreement as set forth in Article XV; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.
7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.
8. Use of an Authority-approved third-party claims administrator.
9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

ARTICLE V. GOVERNING BOARD

- A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Member. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to

the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.

- B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.
- C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):
 - 1. Accept a new Member to the Authority (two-thirds vote of the Board);
 - 2. Accept indebtedness (two-thirds vote of the entire Board);
 - 3. Adopt a budget;
 - 4. Amend these Bylaws;
 - 5. Elect and remove Officers;
 - 6. Expel a Member from the Authority (two-thirds vote of the Board);
 - 7. Approve dissolution of Authority (two-thirds vote of the entire Board); and
 - 8. Approve financing costs from one Program to another.(Program to Program borrowing) if such financing extends beyond a twelve-month period.
- E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.
- F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.
- G. Every Member is expected to have its Director or alternate attend Board meetings.

- H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)
- I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

ARTICLE VI. OFFICERS

- A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.
- B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.
- C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.
- D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.
- E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.
- F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at

the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.

- H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.
- I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.
- J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.
- K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.
- L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.
- M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is

independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

ARTICLE VII. COMMITTEES

- A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.
- B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.
- C. The Executive Committee shall be composed of thirteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the nine shall be elected by the Board in even numbered years and four (or five, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. All nine shall be elected in the first election following adoption of these Bylaws, with either four or five being designated to serve an initial term of one year until the next election depending on whether the next year is odd or even. For the first two elections after these Bylaws become effective on July 1, 2021, at least five members of the Executive Committee shall be from former members of the Redwood Empire Municipal Insurance Fund. No Member shall be represented by more than one member on the Executive Committee.
- D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.
- E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article V.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members

to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.

- F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.
- G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

ARTICLE VIII. GENERAL MANAGER

- A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority, appointed by the Board and serving at the pleasure of the Board. The General Manager may not be an employee or an officer of a Member.
- B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.
- C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.
- D. The General Manager shall attend all meetings of the Board and Executive Committee

ARTICLE IX. SETTLEMENT OF CLAIMS

- A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.
- B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

**ARTICLE X.
FINANCIAL AUDIT**

- A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.
- B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.
- C. The costs of the audit shall be charged against the operating funds of the Authority.

**ARTICLE XI.
FISCAL YEAR**

- A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

**ARTICLE XII.
BUDGET**

- A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.
- B. The Board shall adopt the annual budget by July 1 of each year.

**ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

- A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.
- C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.
- D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined

by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.

- E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

ARTICLE XIV. PROGRAMS

- A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.
- B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.
- C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.
- D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.
- E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.
- F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.
- G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.
- H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is

determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.

- I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.
- J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.
- K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.
- L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

ARTICLE XV.

WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY

- A. Withdrawal from a Program
 - 1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.
 - 2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.

B. Withdrawal from the Authority

1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.
2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.
3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.
4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;
2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;
3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;
4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;

5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

C. Remedies on Default

1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment, canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.
2. Probation of a Member from a Program and/or Authority:
 - a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.
 - b. Notice of such probation shall be in writing and signed by both parties.
 - c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.
3. Expulsion of a Member from the Authority:
 - a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.
 - b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.
 - c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.

D. Cancellation by the Authority of Coverage under a Program:

1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.

- 2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.
- E. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.
- F. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- G. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

**ARTICLE XVII.
LEGAL REPRESENTATION**

- A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.
- B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

**ARTICLE XVIII.
EXECUTION OF CONTRACTS**

- A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.
- B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

**ARTICLE XXIV.
EXPENSE REIMBURSEMENT AND INSURANCE**

- A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.

- B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

ARTICLE XIX.

NOTICES

- A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.
- B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

ARTICLE XX.

EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY

- A. These Bylaws shall be effective immediately upon the date of adoption.
- B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.
- C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.
- D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

ARTICLE XXI.

POWER OF DESIGNATED PARTY

- A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.



STAFF REPORT

TO THE CITY COUNCIL

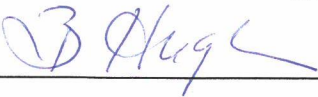
DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: City Manager Report and Comments
(Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>11</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

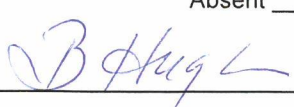
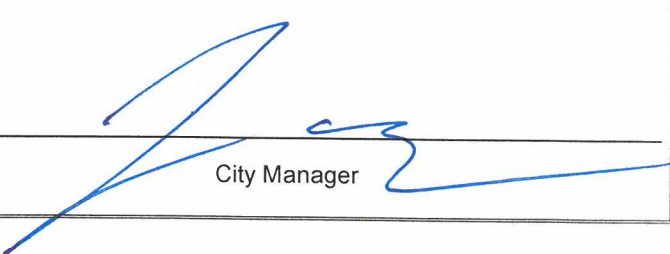
DATE: November 24, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Council Member Comments
(Agency/Committee/AB1234 Reports, District Updates, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>12</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	