



FINANCE/PERSONNEL SUBCOMMITTEE AGENDA

SUBCOMMITTEE MEMBERS

LARRY McCALLON, MEMBER
JOHN TIMMER, MEMBER

May 4, 2020
10:00 a.m.
Upright Conference Room
Highland City Hall
27215 Base Line
Highland, California

SPECIAL NOTICE REGARDING COVID-19

Pursuant to Governor Newsom's Executive Order N-25-20, members of the Highland City Council/Subcommittee members or staff may participate in this meeting via a teleconference in the interest of maintaining appropriate social distance. Highland City Council Members/Subcommittee Members are not required to attend in person.

In an effort to protect public health and prevent the spread of COVID-19, the City of Highland encourages the public to listen to the Subcommittee meeting by dialing (844) 855-4444 (no charge/toll free). When prompted for the Access Code, press 360803#. This will allow the public to listen to the meeting in real time.

Submission of Public Comments: For those wishing to make public comments at the May 4, 2020 Finance/Personnel Subcommittee meeting, please submit your comments by email to be read aloud at the meeting by staff. Email comments must be submitted by 9:00 a.m. on May 4, 2020 to publiccomment@cityofhighland.org. Please identify the agenda item in the subject line. Staff shall read all email comments received before 9:00 a.m., provided that the reading shall not exceed three (3) minutes as this is the time limit for speakers at a Council Meeting. The email comments submitted shall become part of the record of the Subcommittee meeting.

CITY OF HIGHLAND 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 OFFICE AT (909) 864-8732, EXT. 226 AT LEAST 48 HOURS PRIOR TO THE MEETING.

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 [legislative or other body] less than 72 hours prior to that meeting are available for public inspection at Highland City Hall, 27215 Base Line, Highland, during normal business hours.

Larry McCallon, Member

John Timmer, Member

FINANCE/PERSONNEL SUBCOMMITTEE

May 4, 2020 – 10:00 a.m.

CALL TO ORDER

PUBLIC COMMENT

1. Review Minutes of March 10, 2020 Meeting
ACTION:

2. California Department of Forestry and Fire Protection (CAL-Fire) Contract 2020-2025
(Attachment)
ACTION:

3. 2020-2022 Community Development Block Grant (CDBG) COVID-19 Applications
(Attachment)
ACTION:

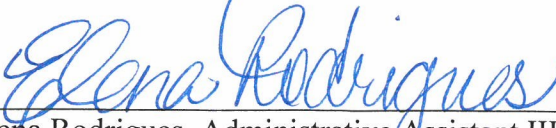
ADJOURN

I, Elena Rodrigues, Administrative Assistant III, of the City of Highland, California, certify that I caused to be posted this Agenda on the 30th day of April 2020 by 5:30 p.m. on our website at www.cityofhighland.org and in the following designated areas:

City Hall
27215 Base Line

Highland Branch Library
7863 Central Avenue

Highland Fire Station No. 1
26974 Base Line


Elena Rodrigues, Administrative Assistant III

MINUTES
FINANCE/PERSONNEL SUBCOMMITTEE
March 10, 2020

CALL TO ORDER

The regular meeting of the Finance/Personnel Subcommittee of the City of Highland was called to order at 5:45 p.m. at the Upright Conference Room, 27215 Base Line, Highland, California.

ROLL CALL

Present: McCallon, Timmer
Absent: None

ITEMS

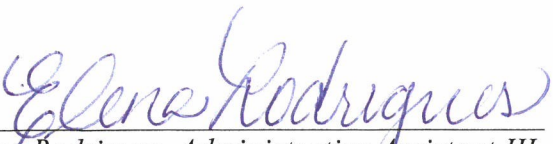
1. Review Minutes of February 11, 2020 Meeting
 - Minutes were approved as submitted
2. Capitalization Limits for Infrastructure and Non-Infrastructure Assets
 - Approved
 - Increase to infrastructure assets from \$5,000 to \$100,000
 - Increase non infrastructure assets from \$5,000 to \$30,000
3. Electronic Funds Transfer (EFT) Approval for California Public Employees Retirement System (CalPERS) and International City/County Management Association (ICMA) Payments
 - Approved, present item to City Council

ADJOURN

There being no further business the meeting was adjourned at 5:50 p.m.

Submitted by:

Approved by:



Elena Rodriguez, Administrative Assistant III

Subcommittee Member

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2015

AGREEMENT NUMBER **3CA02778**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Highland

2. The term of this Agreement is: July 1, 2015 through June 30, 2020

3. The maximum amount of this Agreement is: \$ 21,928,748.60
Twenty One Million, Nine Hundred Twenty Eight Thousand, Seven Hundred Forty Eight Dollars and Sixty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	6	pages
Exhibit D – Additional Provisions	10	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Highland

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

May 26, 2015

PRINTED NAME AND TITLE OF PERSON SIGNING

Larry McCaion, Mayor

ADDRESS

27215 Baseline, Highland, CA 92346

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

9/30/2015

PRINTED NAME AND TITLE OF PERSON SIGNING

Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General
Services Use Only

CJG

APPROVED

MAR 10 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Darren Feldman	Local Agency:	City of Highland
Name:	San Bernardino	Name:	Joseph A. Hughes, City Manager
Phone:	909-881-6900	Phone:	909-864-6861
Fax:	909-881-6969	Fax:	909-862-3180

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Darren Feldman	Local Agency:	City of Highland
Section/Unit:	San Bernardino	Section/Unit:	City Manager
Attention:	Shane Littlefield	Attention:	Joseph A. Hughes
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	27215 Baseline Highland, CA, 92346
Phone:	909-881-6900	Phone:	909-864-6861
Fax:	909-881-6969	Fax:	909-862-3180

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- ☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- ☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ☒ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

Contractor Name: City of Highland

Contract No.: **3CA02778**

Page No.: 6

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT:** This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT:** This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT:**

A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g. cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services - Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **ENTIRE AGREEMENT:** This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.**
- ☒ **B. STATE Funded Resource - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.**
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.**
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.**

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

Contractor Name: City of Highland

Contract No.: 3CA02778

Page No.: 16

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.**

This is a Schedule A- 4142 of the Cooperative Agreement, dated July 1, 2015 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)

[illegible]

Exhibit D, Schedule A
Fiscal Year 2015/16

Fiscal Year: 2015-2016		Uniform Benefits	\$2,696	Contract Name: City of Highland
Index: 3500		Sub-Total	\$16,836	
PCA: 37260		Admin	\$2,120	Contract No: 3CA02778
PRC: 4142		Total	\$18,966	Page No: 18
Comments: This is a Schedule A: 4142 of the Cooperative Agreement, dated July 1, 2015 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)				

						40.60%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE	Fire Control	8.00	12.00	\$ 69.17	\$ 6,840	\$ 2,696	\$ 9,336
COMMUNICATIONS	Radio Maintenance	1.00	12.00				
COMMUNICATIONS	Radio Technician		24.00				
TRAVEL	Travel & Per Diem	1.00	1.00	\$ 7,500.00	\$ 7,500		\$ 7,500

Fiscal Year: 2015-2016	Sub Total: \$2,200,307	Contract Name: City of Highland
Index: 3500	Admin: \$277,019	Contract No.: 30A02778
PCA: 37261	Total: \$2,477,326	Page No.: 19
PRC: 41521		
Comments:		

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2015 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
3	Fire Captain, Range A	POF	7/1-6/30	12	\$4,793	\$172,548	\$2,650	13	\$103,350	\$140,195		\$42,901	\$458,994	\$1,860,982
3	Fire Apparatus Engineer	POF	7/1-6/30	12	\$4,163	\$149,868	\$2,307	13	\$89,973	\$121,768		\$37,348	\$398,957	
	Fire Fighter II (Paramedic)	POF	7/1-6/30	12	\$3,942	\$0	\$2,186		\$0				\$0	
7	Fire Fighter II	POF	7/1-6/30	12	\$3,872	\$325,248	\$2,148	13	\$195,468	\$264,264		\$81,139	\$866,119	
1.5	Communications Operator, Range B	SAF	7/1-6/30	12	\$4,699	\$84,582			\$0	\$52,331			\$136,913	
						\$0			\$0				\$0	
13	Education Incentive Pay Differential			12	\$75	\$11,700			\$0	\$9,506			\$21,206	\$21,206
						\$0			\$0				\$0	
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	Longevity Pay Differential					\$0			\$0				\$0	\$82,172
3	Fire Captain, Range A	POF	7/1-6/30	12	\$336	\$12,096			\$0	\$9,828			\$21,924	
3	Fire Apparatus Engineer	POF	7/1-6/30	12	\$291	\$10,476			\$0	\$8,512			\$18,988	
	Fire Fighter II (Paramedic)	POF	7/1-6/30	12	\$276	\$0			\$0				\$0	
7	Fire Fighter II	POF	7/1-6/30	12	\$271	\$22,764			\$0	\$18,496			\$41,260	
						\$0			\$0				\$0	
1	Overtime		7/1-6/30	600	\$362	\$217,200			\$0	\$3,149			\$220,349	\$235,947
1.5	Overtime		7/1-6/30	250	\$41	\$15,375			\$0	\$223			\$15,598	
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Comments	Fiscal Year: 2015-2016	Uniform Benefits:	\$4,381	Contract Name: City of Highland
	Index: 3500	Sub Total	\$32,124	
	PCA: 37261	Admin	\$4,044	
	PRC: 4142	Total	\$36,169	
	Contract No.: 3CA02778			
				Page No.: 20

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2015 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)

						40.60%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE	Fire Control	13.00	12.00	\$ 69.17	\$ 10,791	\$ 4,381	\$ 15,171
UNIFORM ALLOWANCE (No Benefits)	Com Op B	1.50	1.00	\$ 450.00	\$ 675		\$ 675
COMMUNICATIONS	Radio Maintenance	1.00	12.00	\$ 129.00	\$ 1,548		\$ 1,548
COMMUNICATIONS	Radio Technician	1.00	24.00	\$ 145.00	\$ 3,480		\$ 3,480
TRAVEL	Travel & Per Diem	1.00	1.00	\$ 7,500.00	\$ 7,500		\$ 7,500
VEHICLE OPERATIONS	Vehicle Liability Insurance						
TRAINING	Target Solutions Program	1.00	50.00	\$ 75.00	\$ 3,750		\$ 3,750

Exhibit D, Schedule A

Contractor Name: City of Highland

Contract No: 3CA02778

Page No. 21

Estimated cost for 37260 and 37261

		5% INCREASE	5% INCREASE	5% INCREASE	5% INCREASE
	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020
FIRE 37261	2,513,495.00	2,639,169.70	2,771,128.10	2,909,684.50	3,055,168.70
PARAMEDIC 37260	1,455,056.00	1,527,808.80	1,604,199.20	1,684,409.10	1,768,629.50
FIRE DEPT TOTAL	3,968,551.00	4,166,978.50	4,375,327.30	4,594,093.60	4,823,798.20

GRAND TOTAL: 21,928,748.60

EXHIBIT D, SCHEDULE B

BDU FACILITIES STATIONS & CAMPS & FIXED WING & HELITACK BASE		
SAN BERNARDINO UNIT HEAD QUARTERS 3800 N. SIERRA WAY SAN BERNARDINO CA. 92406 909-881-6900 FAX: 909-881-6969	DEVORE FIRE STATION 18365 CAJON BL DEVORE, CA 92407 909-887-3630 FAX: 909-887-3630	CHINO HILLS FIRE STATION 14467 CENTRAL AVE CHINO, CA 91710 909-597-6665 FAX: 909-597-8831
CITY OF HIGHLAND HIGHLAND FIRE STATION # 541 26974 BASELINE HIGHLAND, CA 92346 909-862-3031 FAX: 909-864-5698	CITY OF HIGHLAND EAST HIGHLAND FIRE STATION # 542 29507 BASELINE HIGHLAND, CA 92346 909-862-1760 FAX: 909-862-1760	CITY OF HIGHLAND STERLING FIRE STATION # 543 7649 STERLING AVE. SAN BERNARDINO, CA 92410 909-884-4100 FAX: 909-884-4105
YUCCA VALLEY FIRE STATION 7105 AIRWAY AVE. YUCCA VALLEY, CA 92284 760-365-4411 FAX: 760-365-4411	PHELAN FIRE STATION 9600 CENTOLA RD PHELAN, CA 92371 760-868-3555 FAX: 760-868-2431	LUCERNE VALLEY FIRE STATION 33271 OLD WOMAN SPRINGS RD LUCERNE VALLEY, CA 92356 760-248-7525 FAX: 760-248-9243
YUCAIPA FIRE STATION # 551 11416 BRYANT ST YUCAIPA, CA 92399 909-797-1000 or 797-2224 FAX: 909-797-1764	CITY OF YUCAIPA CRAFTON HILLS FIRE STATION # 552 32664 YUCAIPA BLVD. YUCAIPA CA. 92399 909-797-2313 FAX: 909-790-1896	CITY OF YUCAIPA 5TH STREET FIRE STATION #553 34259 WILDWOOD CANYON RD YUCAIPA, CA 92399 909-795-3048 FAX: 909-795-3259
INDEPENDENCE FIRE STATION P.O. BOX 369 250 E. PARK STREET INDEPENDENCE, CA 93526 760-878-2258 FAX: 760-878-2109	BISHOP FIRE STATION 2784 S. ROUND VALLEY RD. BISHOP, CA 93514 760-387-2179 FAX: 760-387-2031	HESPERIA FIRE STATION #305 8331 CALIENTE ROAD. HESPERIA, CA 92345 760-694-7844 Cell 760-948-7858 (County Line) Primary
PILOT ROCK CAMP P.O. BOX 3670 CRESTLINE, CA 92325 909-338-2812 FAX: 909-338-4603	FENNER CANYON CAMP P.O. BOX 7 VALYERMO, CA 93563 661-944-5086 FAX: 661-944-6371	OWENS VALLEY CAMP 2781 S. ROUND VALLEY RD. BISHOP, CA 93514 760-387-2565 FAX: 760-387-2295
CHINO INSTITUTE FOR WOMEN TRAINING CENTER P.O. BOX 2018 CHINO, CA 91708 909-597-7137 FAX: 909-606-4946	PRADO CAMP & HELITACK BASE 14467 CENTRAL AVE CHINO, CA 91710 909-597-2911 FAX: 909-597-8831	RUNNING SPRINGS FIRE STATION 31250 HILLTOP BLVD. RUNNING SPRINGS, CA 92382 909-867-2680
BIG BEAR VALLEY FIRE STATION 45360 LUCKY BALDWIN RANCH RD. BALDWIN LAKE, CA 92314 909-361-0078	CRESTLINE FIRE STATION 22311 WATERS DR. CRESTLINE, CA 92325 909-338-6188	SKY FOREST FIRE STATION 28104 HWY 18 SKY FOREST, CA 92385

EXHIBIT D, SCHEDULE C

LOCAL AGENCY PROVIDED LOCAL FUNDED RESOURCES

Year/Type	License Number	VIN	Man/Model	Number	Type
2002 Fire Engine	1126178	4Z36ETDB6XR 985827	American LaFrance	E-541	Type 1
2005 Fire Engine	1216379	4P1CS01A75A 004974	Pierce (Saber)	ME-542	Type 1
2000 Fire Engine	1054573	4P1CT02M3YA 000088	Pierce (Enforcer)	E-542A	Type 1
2005 Fire Engine	1216380	4P1CE01T85A 005253	Pierce (Saber)	ME-543	Type 2
2011 Fire Engine	1234375	1K9AF42885B N058129	KME Kovatch	ME-541	Type 1
2004 Heavy Rescue	1185200	44KFT42874WZ2 0376	HME	S-541	Squad
2007 Pickup	1256831	1FTRF12247K B11059	F-150	U-541	Utility

LOCAL AGENCY PROVIDED LOCAL FUNDED FACILITIES

HIGHLAND FIRE STATION # 541 26974 BASELINE HIGHLAND, CA 92346 909-862-3031 FAX: 909-864-5698	EAST HIGHLAND FIRE STATION # 542 29507 BASELINE HIGHLAND, CA 92346 909-862-1760 FAX: 909-862-1760
STERLING FIRE STATION # 543 7649 STERLING AVE. SAN BERNARDINO, CA 92410 909-884-4100 FAX: 909-884-4105	



HIGHLAND RESERVES

Exhibit D
Schedule C

Contractor Name: City of
Highland
Contract No: 3CA02778
Page No: 24

ACTIVE RESERVES

1) Reserve FAE		
* Active		
2) FF		
* Active		
3) FF		
* Active		
4) FF		
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13) FF		
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14) FF		
* Active		

Note: number of active reserves can fluctuate (average: 12-24 reserves)

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

CAL FIRE prevention and investigation services will be provided to the City of Highland by CAL FIRE investigators contingent on their availability.

CAL FIRE fleet services will be provided to the City of Highland by CAL FIRE fleet managers and mechanics contingent on their availability.

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**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2017

AGREEMENT NUMBER **3CA04817**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Highland

2. The term of this Agreement is: **July 1, 2020** through **June 30, 2025**

3. The maximum amount of this Agreement is: **\$ 29,416,932.00**
Twenty nine million, four hundred sixteen thousand, nine hundred thirty two dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	10	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Highland

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

27215 Baseline Rd. Highland, CA

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Glenn Barley	Local Agency:	City of Highland
Name:	San Bernardino Unit	Name:	Joe Hughes
Phone:	(909) 881-6900	Phone:	(909) 864-6861
Fax:	(909) 881-6969	Fax:	(909) 862-3180

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Glenn Barley	Local Agency:	City of Highland
Section/Unit:	San Bernardino	Section/Unit:	City Manager
Attention:	Patrick Aguada	Attention:	Joe Hughes
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	27215 Baseline Rd, Highland, CA 92346
Phone:	(909) 881-6900	Phone:	(909) 864-6861
Fax:	(909) 881-6969	Fax:	(909) 862-3180

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g. cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services - Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**: STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**: As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**: STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**: "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

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AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

Fiscal Year: 2020		Unit: BDU		Sub Total		\$1,715,018		Contract Name:		City of Highland				
Index: 3500				Admin		\$200,486		Contract No.: 3CA04817						
PCA 37260				Total		\$1,915,504		Page No.: 17						
PRC:				Overtime Total:		\$191,960								
Comments				CAL FIRE Unit Chief										
				CAL FIRE Region Chief										
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)														
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Fire Apparatus Engineer (Paramedic)	POF		12	\$5,458	\$65,496	\$3,267	12	\$39,204	\$61,108	\$0	\$21,578	\$187,386	\$233,213
1	Longevity Pay Differential - 7%	POF		12	\$0	\$4,585			\$0	\$4,278		\$0	\$8,862	
1	Education Incentive Pay Differential	POF		12	\$75	\$900			\$0	\$840		\$0	\$1,740	
1	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$6,000			\$0	\$2,930		\$0	\$8,930	
	Overtime	POF	9 Shifts		\$0	\$0			\$0	\$0		\$0	\$0	
						\$25,920			\$0	\$376		\$0	\$26,296	
7	Fire Fighter II (Paramedic)	POF		12	\$4,917	\$413,028	\$2,973	12	\$249,732	\$385,355	\$0	\$137,452	\$1,185,568	\$1,481,805
7	Longevity Pay Differential - 7%	POF		12	\$0	\$28,912			\$0	\$26,975		\$0	\$55,887	
7	Education Incentive Pay Differential	POF		12	\$75	\$6,300			\$0	\$5,878		\$0	\$12,178	
7	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$42,000			\$0	\$20,509		\$0	\$62,509	
	Overtime	POF	9 Shifts x 7		\$0	\$0			\$0	\$0		\$0	\$0	
						\$163,296			\$0	\$2,368		\$0	\$165,664	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2020 Index: 3500 PCA: 37260 PRC:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Uniform Benefits</td> <td style="text-align: right; padding: 2px;">\$247</td> </tr> <tr> <td style="padding: 2px;">Sub Total</td> <td style="text-align: right; padding: 2px;">\$18,447</td> </tr> <tr> <td style="padding: 2px;">Admin</td> <td style="text-align: right; padding: 2px;">\$2,156</td> </tr> <tr> <td style="padding: 2px;">Total</td> <td style="text-align: right; padding: 2px;">\$20,604</td> </tr> </table>	Uniform Benefits	\$247	Sub Total	\$18,447	Admin	\$2,156	Total	\$20,604	Contract Name: City of Highland Contract No.: 3CA04817 Page No.: 18
Uniform Benefits	\$247									
Sub Total	\$18,447									
Admin	\$2,156									
Total	\$20,604									
Comments This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)										
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total			
UNIFORM ALLOWANCE FOR BU8		8.00	12.00	\$178	\$ 17,040	\$ 247	\$ 17,287			
UNIFORM ALLOWANCE FOR COMM OP		0.00	12.00	\$104						
OTHER ITEMS OF EXPENSE	InTime	8.00	1.00	\$70	\$ 560		\$ 560			
TRAINING	Target Solutions	8.00	1.00	\$75	\$ 600		\$ 600			
COMMUNICATIONS	Radio Maint	0.00	12.00	\$257						
COMMUNICATIONS	Radio Tech	0.00	12.00	\$122						
COMMUNICATIONS	Tablet Command	0.00	1.00	\$500						

Fiscal Year: 2020		Unit: BDU		Sub Total		\$2,990,584		Contract Name:		City of Highland				
Index: 3500				Admin		\$349,599								
PCA: 37261				Total		\$3,340,183		Contract No.: 3CA04817						
PRC:								Page No.: 19						
Comments FY20-21				Overtime Total:		\$331,474								
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)				CAL FIRE Unit Chief										
				CAL FIRE Region Chief										
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
3	Fire Apparatus Engineer	POF		12	\$5,098	\$183,528	\$2,817	12	\$101,412	\$171,232	\$0	\$55,817	\$511,989	\$609,095
3	Longevity Pay Differential - 7%	POF		12	\$0	\$12,847			\$0	\$11,986		\$0	\$24,833	
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF	9 Shifts x 3			\$66,096			\$0	\$958		\$0	\$67,054	
7	Fire Fighter II	POF		12	\$4,596	\$386,064	\$2,543	12	\$213,612	\$360,198	\$0	\$117,572	\$1,077,446	\$1,284,517
7	Longevity Pay Differential - 7%	POF		12	\$0	\$27,024			\$0	\$25,214		\$0	\$52,238	
7	Education Incentive Pay Differential	POF		12	\$75	\$6,300			\$0	\$5,878		\$0	\$12,178	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF	9 Shifts x 7			\$140,616			\$0	\$2,039		\$0	\$142,655	
2	Communications Operator, Range B	SAF		12	\$6,081	\$145,944	\$0	0	\$0	\$97,826	\$0	\$0	\$243,770	\$268,614
2	Night-Shift Pay Differential	SAF		12	\$173	\$4,160			\$0	\$2,788		\$0	\$6,948	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	SAF				\$17,640			\$0	\$256		\$0	\$17,896	
0.5	Battalion Chief (Nonsupervisory)	POF		12	\$6,639	\$39,834	\$3,656	12	\$21,936	\$37,165	\$0	\$12,074	\$111,009	\$146,194
0.5	Longevity Pay Differential - 7%	POF		12	\$0	\$2,788			\$0	\$2,602		\$0	\$5,390	
0.5	Education Incentive Pay Differential	POF		12	\$75	\$450			\$0	\$420		\$0	\$870	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF	9 Shifts			\$28,512			\$0	\$413		\$0	\$28,925	
3	Fire Captain, Range A	POF		12	\$5,720	\$205,920	\$3,155	12	\$113,580	\$192,123	\$0	\$62,514	\$574,138	\$682,163
3	Longevity Pay Differential - 7%	POF		12	\$0	\$14,414			\$0	\$13,449		\$0	\$27,863	
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF	9 Shifts x 3			\$73,872			\$0	\$1,071		\$0	\$74,943	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2020		Uniform Benefits	\$417	Contract Name: City of Highland
Index: 3500		Sub Total	\$42,468	
PCA: 37261		Admin	\$4,964	
PRC:		Total	\$47,432	
Comments		Contract No.: 3CA04817 Page No.: 20		

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "City of Highland" and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		13.50	12.00	\$178	\$ 28,755	\$ 417	\$ 29,172
UNIFORM ALLOWANCE FOR COMM OP		2.00	12.00	\$104	\$ 2,500		\$ 2,500
OTHER ITEMS OF EXPENSE	InTime	15.50	1.00	\$70	\$ 1,085		\$ 1,085
TRAINING	Target Solutions	15.50	1.00	\$75	\$ 1,163		\$ 1,163
COMMUNICATIONS	Radio Maint	1.00	12.00	\$257	\$ 3,084		\$ 3,084
COMMUNICATIONS	Radio Tech	1.00	12.00	\$122	\$ 1,464		\$ 1,464
COMMUNICATIONS	Tablet Command	4.00	1.00	\$500	\$ 2,000		\$ 2,000
VEHICLE OPERATIONS	Maintenance	1.00	1.00	\$2000	\$ 2,000		\$ 2,000

EXHIBIT D, SCHEDULE A

Contractor: City of Highland

Contract No: 3CA04817

Page No:21

Highland 2020-2025 LG-1 Contract

	20/21	21/22	22/23	23/24	24/25
Fire PS	\$ 3,340,183	\$ 3,507,192	\$ 3,682,552	\$ 3,866,680	\$ 4,060,014
Fire OE	\$ 47,432	\$ 49,804	\$ 52,294	\$ 54,909	\$ 57,654
Medic PS	\$ 1,915,504	\$ 2,011,279	\$ 2,111,843	\$ 2,217,435	\$ 2,328,307
Medic OE	\$ 20,604	\$ 21,634	\$ 22,716	\$ 23,852	\$ 25,045
Total	\$ 5,323,723	\$ 5,589,909	\$ 5,869,404	\$ 6,162,875	\$ 6,471,020

Plus 1/2 BC

Plus 1/2 BC

Plus 1/2 BC

Agreement Total

\$ 29,416,932

EXHIBIT D, SCHEDULE B

Contractor: City of Highland

Contract No: 3CA04817

Page No:22

STATIONS/CAMPS	ADDRESS	PHONE #	FAX #
HEADQUARTERS	3800 N. SIERRA WAY SAN BERNARDINO, CA 92405	909-881-6900	909-881-6969
BDU ECC		909-881-6916	881-6970
BATTALION 2			
PHELAN	9600 CENTOLA RD PHELAN, CA 92371	760-868-3555	760-868-2431
LUCERNE VALLEY	33271 OLD WOMAN SPRINGS RD LUCERNE VALLEY, CA 92356	760-248-7525	760-248-9243
APPLE VALLEY	21860 TUSSING RANCH RD. APPLE VALLEY, CA 92308	760-247-3039	
YUCCA VALLEY	7105 AIRWAY AVE. YUCCA VALLEY, CA 92284	760-365-4411	760-365-4411
BATTALION 3			
YUCAIPA	11416 BRYANT ST YUCAIPA, CA 92399	909-797-1000 or 797-2224	909-797-1764
BATTALION 4			
BISHOP	2784 S. ROUND VALLEY RD. BISHOP, CA 93514	760-387-2179	760-387-2031
INDEPENDENCE	P.O. BOX 369 250 E. PARK ST INDEPENDENCE, CA 93526	760-878-2258	760-878-2109
BATTALION 5			
CHINO HILLS	14467 CENTRAL AVE CHINO, CA 91710	909-597-6665	909-597-8831
DEVORE	18365 CAJON CT. SAN BERNARDINO, CA 92407	909-887-3630	909-887-3630
PRADO HELITACK	14467 CENTRAL AVE CHINO, CA 91710	909-606-1902	
BATTALION 6			
RUNNING SPRINGS NO-MAIL	31250 HILLTOP BLVD. RUNNING SPRINGS, CA 92382	909-867-2680	
BIG BEAR VALLEY	45360 LUCKY BALDWIN RANCH RD. BALDWIN LAKE, CA 92314 MAIL : P.O. Box 2045 Big Bear city CA, 92314	909-361-0078 Station Cell # 909-547-0160	
SKY FOREST NO-MAIL	28104 HWY 18 (BLDG110G1485) . SKY FOREST, CA 92385	909-337-8194	
CRESTLINE NO-MAIL	22311 WATERS DR. CRESTLINE, CA 92325	909-338-6188	
CAMPS			
PRADO	14467 CENTRAL AVE CHINO, CA 91710	909-597-2911	909-597-8831
CIW	P.O. BOX 2018 CHINO, CA 91708	909-597-1771 x7444	909-606-4946
PILOT ROCK	P.O. BOX 3670 CRESTLINE, CA 92325	909-338-2812	909-338-4603
FENNER	P.O. BOX 7 VALYERMO, CA 93563	661-944-5086	661-944-6371
OWENS VALLEY	2781 S. ROUND VALLEY RD. BISHOP, CA 93514	(760) 387-2565	(760) 387-2295

EXHIBIT D, SCHEDULE C

CITY OF HIGHLAND LOCAL AGENCY PROVIDED LOCAL AGENCY RESOURCES

YEAR/TYPE	LICENSE #	VIN	MAKE/MODEL	NUMBER	TYPE
2011 Fire Engine	1234375	1K9AF42885BN058129	KME Kovatch	ME-541	Type I
2000 Fire Engine	1054573	4P1CT02M3YA000088	Pierce Enforcer	E-541A	Type I
2017 Fire Engine	1445296	1K9AF4S83HN058459	KME	ME-542	Type I
2005 Fire Engine	1216379	4P1CEO1T85A005253	Pierce Enforcer	E-542A	Type I
2014 Fire Engine	1505091	1K9AF4281FN058862	KME	ME-543	Type I
2005 Fire Engine	1216380	4P1CS01A75A004974	Pierce Saber	E-543A	Type I
2004 Heavy Rescue	1185200	44KFT42874WZ20376	HME	IS-543	Incident Support
2007 Pickup Truck	1256831	1FTRF12247KB11059	F-150	U-541	Utility Vehicle

CITY OF YUCAIPA LOCAL AGENCY PROVIDED LOCAL AGENCY RESOURCES

YEAR/TYPE	LICENSE #	VIN	MAKE/MODEL	NUMBER	TYPE
2016 Fire Engine	1495578	1K9AF4589HN058448	KME/KOVATCH	ME-551	TYPE 1
2013 Fire Engine	1381420	1K9AF4289DN058475	KME/KOVATCH	ME-552	TYPE 1
2019 Fire Engine	1450163	3HAWETAR9KL384596	KME/KOVATCH	BE-552	TYPE 3
2002 Fire Engine	1027001	4P1CT02M52A002173	PIERCE/SABER	E-552A	TYPE 1
2007 Fire Engine	1245408	4P1COITSTA007313	PIERCE/SABER	ME-553	TYPE 1
2003 Fire Engine	1027149	4P1CT02M63A003530	PIERCE/SABER	E-553A	TYPE 1
2006 Pick Up Truck	1245191	1FTYR14UX7PA17269	FORD/RANGER	U-553	P/U

SAN MANUEL FIRE LOCAL AGENCY PROVIDED LOCAL AGENCY RESOURCES

YEAR/TYPE	LICENSE #	VIN	MAKE/MODEL	NUMBER	TYPE
2011 Fire Engine	1370949	4P1CY01D6BA012256	Pierce	ME241	TYPE 1
2017 Aerial Ladder	1520384	4P1BCAGF5HA018037	Pierce	MT241	Ladder Truck
2014 Brush Engine	1392553	1HTWEAZR2FH071877	Pierce	BE241	TYPE 3
2003 Fire Engine	1131316	44KFT42863WZ20092	Westates	E241R	Type 1
2008 Aerial Ladder	1185229	4P1CT02H74A004139	Pierce	T241R	Ladder Truck
2004 Support Trailer	4FJ7850	FGC61428441015878	Foster	IS241	Support Trailer

EXHIBIT D, SCHEDULE C

LOCAL AGENCY PROVIDED LOCAL FUNDED FACILITIES

BATTALION 1				
HIGHLAND #541	26974 BASELINE HIGHLAND, CA 92346	909-862-3031	909-864-5698	ME541 (909) 838-0181
EAST HIGHLAND # 542	29507 BASELINE HIGHLAND, CA 92346	909-862-1760	909-862-1760	ME542 (909) 838-0183
STERLING # 543	7649 STERLING AVE. HIGHLAND, CA 92410	909-884-4100	909-884-4105	ME543 (909) 838-0140

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

CAL FIRE prevention and investigation services will be provided to the City of Highland by CAL FIRE law enforcement contingent on their availability.

CAL FIRE fleet services will be provided to the City of Highland by CAL FIRE fleet managers and mechanics contingent on their availability.

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Memorandum

City of Highland

DATE: May 4, 2020

TO: Finance/Personnel Subcommittee

FROM: Kim Stater, Asst. Community Development Director 

SUBJECT: 2020-2022 CDBG-CV Applications

Attached are the applications proposed by staff for submittal to the County of San Bernardino for the Community Development Block Grant – COVID-19 funds. The City has been allocated \$277,080. The three applications attached are for Grocery Delivery Service (\$25,000), Business Assistance Loan/Grants (\$102,080) and COVID-19 Antibody Testing (\$150,000).



**San Bernardino County
Community Development and Housing
Community Development Block Grant-CV
Application**

Log Number (Office Use Only)

The following documents listed below must be submitted in the order listed, please be sure to submit all attachments with your application. **Applications must be submitted via email to CDBG.info@cdh.sbcounty.gov by 4:00 p.m. on May 4, 2020, no exceptions.** Should you require more space than allowed in any of the text boxes, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

☒	Exhibit 1: Organization Information
☒	Exhibit 2: Project Information
☒	Exhibit 3: Community Needs and Target Population
☒	Exhibit 4: Project Budget & Sources
☒	Exhibit 5: Performance & Outcomes
☒	Exhibit 6: Civil Rights Laws Compliance and HUD Good Standing
☒	Exhibit 7: Signature and Assurances
☐	Application Checklist (Non-Profits Only)
☐	Maintenance And Operations Agreement (Construction Applications Only)
☐	Supplemental Information Form (Optional)

Exhibit 1: Organization Information

Organization Name:

City of Highland

Organization Address:

27215 Base Line

City/State/Zip: Highland, CA 92346

Phone: (909) 864-8732, x204

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) Purpose, 2) Population Served, 3) 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. The purpose is to develop a vibrant economy for the benefit of our citizens and businesses.
- 2) Highland has a diverse population of approximately 54,000 persons.
- 3) N/A

Exhibit 2: Project Information

Project Title:

Grocery Delivery Program

Project Address:

N/A

County Supervisorial District where project will be located:

☐ 1st District

☐ 2nd District

☒ 3rd District

☐ 4th District

☐ 5th District

Is this application for **retroactive** expenses or a request to create a **new** COVID-19 related CDBG-CV project? Please respond by marking one: ☐ Retroactive ☒ New

If you are requesting funds for a **Retroactive** COVID-19 related CDBG-CV project, provide the name of the Retroactive Project.

N/A

If this is an Application for a **Retroactive** COVID-19 related CDBG-CV Service project, please explain how this service was implemented and how pertinent CDBG-CV reporting documents were captured? (i.e. Provided Senior Meal Delivery services to 30 seniors and collected intake data through the telephone or Rehabilitated a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system) Note: Activities must benefit persons of low and moderate income.

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

If you are requesting funds for a **new** COVID-19 related CDBG-CV project, provide the name of the New Project.

Grocery Delivery Program

If this is an Application for a **new** COVID-19 related CDBG-CV Service project, please explain how this service will be implemented and how pertinent CDBG-CV reporting documents will be captured? (i.e. Provided Senior Meal Delivery services to 30 seniors and collect intake data through the telephone or Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system) Note: Activities must benefit persons of low and moderate income.

The purpose of the program is to provide the delivery of groceries at no cost to low- and moderate-income persons who are seniors or are immunocompromised. The State guidelines for these segments of the population require them to stay in their homes because they are especially vulnerable to COVID-19. They should have as little contact with the public as possible. At the same time it is necessary for them to purchase groceries. The City will arrange for the free delivery of groceries from the store to the home of these persons. Each person receiving service will have qualified by completing a Beneficiary Qualification Statement and attested that they meet the income criteria.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No.

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 3: COVID-19 Public Service Community Needs and Target Population

Complete the table below for Public Service Applications.

COVID-19 Community Public Service Need: Type of Services directly related to COVID-19	Target Population /Proposed Community: <i>Must serve low/mod groups</i>
<i>Example: Mobile Senior Meal delivery for quarantined individuals</i>	<i>Seniors</i>
Grocery Delivery Program	Low- and moderate-income seniors and immunocompromised.

Exhibit 3A: COVID-19 Public Facility Priority Needs:

Complete the table below for Construction Applications.

COVID-19 Related Public Facility's Needs: Type of Improvements directly related to COVID-19	Type of Project Benefit: <i>Must be 51% low/mod or above</i>
<i>Example: Rehabilitate a community facility to establish an infectious disease treatment clinic.</i>	<i>Low/Mod Area</i>
N/A	

Please indicate the City/Target Area of the COVID-19 Project Beneficiaries. Also, describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed) Participating Cities: (i.e Redlands, Colton, Yucaipa)

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 3B: Community Needs and Target Population/ Public Facility Priority Needs (continued)

HUD Demographics: (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?

Yes

- Does this project primarily help persons with disabilities?

No

Describe how this project meets the priority population and COVID-19 related activities selected.

The program will be available to low- and moderate-income senior citizens and immunocompromised residents of Highland. That may also include those with HIV or AIDS and those with disabilities.

Explain why this project is a COVID-19 related need and provide evidence to substantiate the need.

Senior citizens and persons with who are immunocompromised are especially susceptible to contracting COVID-19 and suffering more severe symptoms. It is imperative that they stay at home, as recommended by state and federal guidelines. Delivering food to the homes of this population would help them abide by the guidelines and reduce their probability of contracting the virus.

Describe what gaps of COVID-19 related service in the county this project fills. Note: Substitution of CDBG funds for private, State or other Federal funds is not allowed

This program would provide additional opportunities to safely deliver food to seniors and immunocompromised during the COVID-19 crisis. It would reduce the burden on County divisions providing similar services.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

A critical factor for success is locating this segment of the population. The City will need to find many avenues to reach the senior and immunocompromised population who are not always easily reached by large-format advertising. This is the only source of funding for this project. If funding is decreased, fewer residents will be served.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 4: Project Budget & Sources

Please fill out only one of the applicable Project Budgets below.

Public Service Project Budget		
	Requested CDBG-CV Share: (\$)	Other Source: (\$)
Personnel		
Equipment (Rental, Lease or Purchase)		
Consultant Services		
Space Rent		
Insurance		
Consumable Supplies		
Other:	\$25,000	
SUB-TOTAL	\$25,000	
Total Project Budget Cost: (CDBG-CV Share + Other Source)		\$25,000
For Construction, 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.		
Construction Project Budget		
	Requested CDBG-CV Share: (\$)	Other Source: (\$)
Architectural and engineering services		
Site acquisition		
Local Review application		
Construction		
Other Construction:		
SUB-TOTAL		
Total Project Budget Cost: (CDBG-CV Share + Other Source)		

Exhibit 4A: CDBG-CV Leveraging Information

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:			
Total Leveraging Funds		0	

Exhibit 5: Performance and Outcomes

(Public Service Only)

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Participation in the San Bernardino County Business Loan/Grant Program	1,260	0

Performance and Outcomes: Answer the following narrative questions using minimum funds requested.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

The timeline would begin June 1, 2020 and end when all funds are expended or when the stay-at-home restrictions are lifted for this population. In no event, would it extend past Jun 30, 2022.

Describe how your agency determines client(s) success.

Success will be determined by the number of deliveries provided to qualifying Highland residents.

Describe your methodology to evaluate project outcomes.

Outcomes will be evaluated by calculating the number of deliveries and utilizing the data from individual Beneficiary Qualification Statements.

Explain how the project will meet contract goals and milestones and be completed by May 31, 2022.

Goals of the program will be to safely deliver food to low- and moderate-income senior citizens and immunocompromised residents until all funds are exhausted or the stay-at-home guidelines lifted.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 6: 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? <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

N/A

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

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

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.

Exhibit 7: Signature and Assurances

Dena Fuentes
Deputy Executive Officer



E- Signature Authorization
San Bernardino County
Community Development and Housing Agency
Community Development Block Grant-CV
Application

Gary Hallen
Director

Applicant Title: Grocery Delivery Service - City of Highland

Applicant Name: Lawrence A. Mainez, Community Development Director, City of Highland

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 (CDH) in order for the applicant to electronically sign the Community Development Block Grant-CV (CDBG-CV) 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- CV (CDBG-CV) Funding Application. I understand that CDHA may change the CDBG-CV 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-CV funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG-CV 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 CDBG- CV 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: Lawrence A. Mainez, Community Development Director	
Application Title: COVID-19 Antibody Testing - City of Highland	
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: kstater@cityofhighland.org	Fax No.: (909) 862-3180
Authorized Signature	
Print Name: Lawrence A. Mainez	Print Title: Community Development Director
Signature:	Date: 5/4/2019

**The original hard copy of the E-Signature Agreement must be submitted by mail.
Please only send the original signed copy of this E-Signature Authorization
agreement to: Community Development and Housing Agency,
Community Development and Housing,
385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
Attn: CDBG-CV Project Application**



**San Bernardino County
Community Development and Housing
Community Development Block Grant-CV
Application**

Log Number (Office Use Only)

The following documents listed below must be submitted in the order listed, please be sure to submit all attachments with your application. **Applications must be submitted via email to CDBG.info@cdh.sbcounty.gov by 4:00 p.m. on May 4, 2020, no exceptions.** Should you require more space than allowed in any of the text boxes, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

☒	Exhibit 1: Organization Information
☒	Exhibit 2: Project Information
☒	Exhibit 3: Community Needs and Target Population
☒	Exhibit 4: Project Budget & Sources
☒	Exhibit 5: Performance & Outcomes
☒	Exhibit 6: Civil Rights Laws Compliance and HUD Good Standing
☒	Exhibit 7: Signature and Assurances
☐	Application Checklist (Non-Profits Only)
☐	Maintenance And Operations Agreement (Construction Applications Only)
☐	Supplemental Information Form (Optional)

Exhibit 1: Organization Information

Organization Name:

City of Highland

Organization Address:

27215 Base Line

City/State/Zip: Highland, CA 92346

Phone: (909) 864-8732, x204

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) Purpose, 2) Population Served, 3) 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. The purpose is to develop a vibrant economy for the benefit of our citizens and businesses.
- 2) Highland has a diverse population of approximately 54,000 persons.
- 3) N/A

Exhibit 2: Project Information

Project Title:

Participation in the San Bernardino County Business Loan/Grant Program

Project Address:

N/A

County Supervisorial District where project will be located:

☐ 1st District

☐ 2nd District

☒ 3rd District

☐ 4th District

☐ 5th District

Is this application for **retroactive** expenses or a request to create a **new** COVID-19 related CDBG-CV project? Please respond by marking one: ☐ Retroactive ☒ New

If you are requesting funds for a **Retroactive** COVID-19 related CDBG-CV project, provide the name of the Retroactive Project.

N/A

If this is an Application for a **Retroactive** COVID-19 related CDBG-CV Service project, please explain how this service was implemented and how pertinent CDBG-CV reporting documents were captured? (i.e. Provided Senior Meal Delivery services to 30 seniors and collected intake data through the telephone or Rehabilitated a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system) Note: Activities must benefit persons of low and moderate income.

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

If you are requesting funds for a **new** COVID-19 related CDBG-CV project, provide the name of the New Project.

Participation in the San Bernardino County Business Loan/Grant Program

If this is an Application for a **new** COVID-19 related CDBG-CV Service project, please explain how this service will be implemented and how pertinent CDBG-CV reporting documents will be captured? (i.e. Provided Senior Meal Delivery services to 30 seniors and collect intake data through the telephone or Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system) Note: Activities must benefit persons of low and moderate income.

The City of Highland will participate in the San Bernardino County Business Loan/Grant Program to assist businesses affected by the COVID-19 crisis. The City will provide a portion of its CDBG-CV funding directly to the County to administer the Business Loan/Grant Program within the jurisdictional boundaries of Highland.

Per County guidelines, the program provide up to \$35,000 to individual qualifying businesses. The business must create or maintain at least one 1 low to moderate income job and can demonstrate that they have a financial need as a result of COVID-19 virus/impact due to the stay at home orders or having to comply with requirements associated with stopping the spread of the virus.

Businesses must provide to the County representative the appropriate documentation demonstrating their financial need and employment qualifications.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No.

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 3: COVID-19 Public Service Community Needs and Target Population

Complete the table below for Public Service Applications.

COVID-19 Community Public Service Need: Type of Services directly related to COVID-19	Target Population /Proposed Community: <i>Must serve low/mod groups</i>
<i>Example: Mobile Senior Meal delivery for quarantined individuals</i>	<i>Seniors</i>
Business Loan/Grant Program	Businesses who create/ maintain at least one low- or moderate-income position

Exhibit 3A: COVID-19 Public Facility Priority Needs:

Complete the table below for Construction Applications.

COVID-19 Related Public Facility's Needs: Type of Improvements directly related to COVID-19	Type of Project Benefit: <i>Must be 51% low/mod or above</i>
<i>Example: Rehabilitate a community facility to establish an infectious disease treatment clinic.</i>	<i>Low/Mod Area</i>
N/A	

Please indicate the City/Target Area of the COVID-19 Project Beneficiaries. Also, describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed) Participating Cities: (i.e Redlands, Colton, Yucaipa)

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 3B: Community Needs and Target Population/ Public Facility Priority Needs (continued)

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Describe how this project meets the priority population and COVID-19 related activities selected.

Providing financial support to businesses under this program will create or maintain at least one low- or moderate-income position per business.

Explain why this project is a COVID-19 related need and provide evidence to substantiate the need.

Funding to businesses may be used for working capital, provision of personal protective equipment or other COVID-19 related impacts. Businesses throughout the region have been mandated by the the State to close their doors and keep employees at home to slow the spread of COVID-19. As a result, businesses have suffered significant economic impacts, been forced to evaluate future operations and laid off employees. This program will aid in the reopening by offering direct funding related to COVID-19 impacts and future operational needs including working capital and personal protective equipment.

Describe what gaps of COVID-19 related service in the county this project fills. Note: Substitution of CDBG funds for private, State or other Federal funds is not allowed

This program would provide additional funding to the County's Business Program already identified as a local, regional and state need. It would not substitute other funds, but bolster the needs of the business community in Highland with appropriate guidelines and oversight by the County.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

A critical factor for success is outreach to Highland businesses to ensure they are aware of the program. The City has several platforms in which to engage the public. Also, a good working relationship with the County of San Bernardino is needed. The City is happy to provide any support necessary. If the funding decreases, less Highland businesses would receive funds. The County has adequate staff to manage the program and Highland has adequate staff to provide support.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 4: Project Budget & Sources

Please fill out only one of the applicable Project Budgets below.

Public Service Project Budget		
	Requested CDBG-CV Share: (\$)	Other Source: (\$)
Personnel		
Equipment (Rental, Lease or Purchase)		
Consultant Services		
Space Rent		
Insurance		
Consumable Supplies		
Other:	\$102,080	
SUB-TOTAL	\$102,080	
Total Project Budget Cost: <i>(CDBG-CV Share + Other Source)</i>		\$102,080
For Construction, 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.		
Construction Project Budget		
	Requested CDBG-CV Share: (\$)	Other Source: (\$)
Architectural and engineering services		
Site acquisition		
Local Review application		
Construction		
Other Construction:		
SUB-TOTAL		
Total Project Budget Cost: <i>(CDBG-CV Share + Other Source)</i>		

Exhibit 4A: CDBG-CV Leveraging Information

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:			
Total Leveraging Funds		0	

Exhibit 5: Performance and Outcomes

(Public Service Only)

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Participation in the San Bernardino County Business Loan/Grant Program	3	0

Performance and Outcomes: Answer the following narrative questions using minimum funds requested.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

The timeline would be equivalent to the CDBG-CV guidelines; June 1, 2020 through June 30, 2022.

Describe how your agency determines client(s) success.

Success will be determined by the number of loans/grants provided to Highland businesses.

Describe your methodology to evaluate project outcomes.

Outcomes will be evaluated by working with the County to track the number of loans/grants provided.

Explain how the project will meet contract goals and milestones and be completed by May 31, 2022.

Goals of the program are to assist businesses with COVID-19 related impacts by providing working capital, personal protective equipment or other related items as deemed appropriate by the County. The City will quickly perform any contract executions, public outreach, or other task needed to partner with the County.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 6: 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? <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

N/A

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

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

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.



Exhibit 7: Signature and Assurances

E- Signature Authorization

San Bernardino County Community Development and Housing Agency Community Development Block Grant-CV Application

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Applicant Title: COVID-19 Antibody Testing - City of Highland

Applicant Name: Lawrence A. Mainez, Community Development Director, City of Highland

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 (CDH) in order for the applicant to electronically sign the Community Development Block Grant-CV (CDBG-CV) 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- CV (CDBG-CV) Funding Application. I understand that CDHA may change the CDBG-CV 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-CV funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG-CV 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 CDBG- CV 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: Lawrence A. Mainez, Community Development Director	
Application Title: COVID-19 Antibody Testing - City of Highland	
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: kstater@cityofhighland.org	Fax No: (909) 862-3180
Authorized Signature	
Print Name: Lawrence A. Mainez	Print Title: Community Development Director
Signature:	Date: 5/4/2019

**The original hard copy of the E-Signature Agreement must be submitted by mail.
Please only send the original signed copy of this E-Signature Authorization
agreement to: Community Development and Housing Agency,
Community Development and Housing,
385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
Attn: CDBG-CV Project Application**



**San Bernardino County
Community Development and Housing
Community Development Block Grant-CV
Application**

Log Number (Office Use Only)

The following documents listed below must be submitted in the order listed, please be sure to submit all attachments with your application. **Applications must be submitted via email to CDBG.info@cdh.sbcounty.gov by 4:00 p.m. on May 4, 2020, no exceptions.** Should you require more space than allowed in any of the text boxes, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

☒	Exhibit 1: Organization Information
☒	Exhibit 2: Project Information
☒	Exhibit 3: Community Needs and Target Population
☒	Exhibit 4: Project Budget & Sources
☒	Exhibit 5: Performance & Outcomes
☒	Exhibit 6: Civil Rights Laws Compliance and HUD Good Standing
☒	Exhibit 7: Signature and Assurances
☐	Application Checklist (Non-Profits Only)
☐	Maintenance And Operations Agreement (Construction Applications Only)
☐	Supplemental Information Form (Optional)

Exhibit 1: Organization Information

Organization Name:

City of Highland

Organization Address:

27215 Base Line

City/State/Zip: Highland, CA 92346

Phone: (909) 864-8732, x204

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) Purpose, 2) Population Served, 3) 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. The purpose is to develop a vibrant economy for the benefit of our citizens and businesses.
- 2) Highland has a diverse population of approximately 54,000 persons.
- 3) N/A

Exhibit 2: Project Information

Project Title:

COVID-19 Antibody Testing

Project Address:

N/A

County Supervisorial District where project will be located:

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

Is this application for **retroactive** expenses or a request to create a **new** COVID-19 related CDBG-CV project? Please respond by marking one: ☐ Retroactive ☒ New

If you are requesting funds for a **Retroactive** COVID-19 related CDBG-CV project, provide the name of the Retroactive Project.

N/A

If this is an Application for a **Retroactive** COVID-19 related CDBG-CV Service project, please explain how this service was implemented and how pertinent CDBG-CV reporting documents were captured? (i.e. Provided Senior Meal Delivery services to 30 seniors and collected intake data through the telephone or Rehabilitated a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system) Note: Activities must benefit persons of low and moderate income.

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

If you are requesting funds for a **new** COVID-19 related CDBG-CV project, provide the name of the New Project.

COVID-19 Antibody Testing

If this is an Application for a **new** COVID-19 related CDBG-CV Service project, please explain how this service will be implemented and how pertinent CDBG-CV reporting documents will be captured? (i.e. Provided Senior Meal Delivery services to 30 seniors and collect intake data through the telephone or Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system) Note: Activities must benefit persons of low and moderate income.

The City will advertise and promote the availability of COVID-19 Antibody Testing on the City's website, social media platforms and in the local newspaper. Upon receipt of individual interest, the City will collect data via Beneficiary Qualification Statements by mail and e-mail. Qualified low- and moderate-income applicants will be provided with testing at a participating laboratory.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 3: COVID-19 Public Service Community Needs and Target Population

Complete the table below for Public Service Applications.

COVID-19 Community Public Service Need: Type of Services directly related to COVID-19	Target Population /Proposed Community: <i>Must serve low/mod groups</i>
<i>Example: Mobile Senior Meal delivery for quarantined individuals</i>	<i>Seniors</i>
COVID-19 Antibody Testing	Low- and moderate-income residents

Exhibit 3A: COVID-19 Public Facility Priority Needs:

Complete the table below for Construction Applications.

COVID-19 Related Public Facility's Needs: Type of Improvements directly related to COVID-19	Type of Project Benefit: <i>Must be 51% low/mod or above</i>
<i>Example: Rehabilitate a community facility to establish an infectious disease treatment clinic.</i>	<i>Low/Mod Area</i>
N/A	

Please indicate the City/Target Area of the COVID-19 Project Beneficiaries. Also, describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed) Participating Cities: (i.e Redlands, Colton, Yucaipa)

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 3B: Community Needs and Target Population/ Public Facility Priority Needs (continued)

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Describe how this project meets the priority population and COVID-19 related activities selected.

COVID-19 Antibody Testing will be offered to all segments of the population who are low- to moderate-income. Homeless, disabled and those with HIV or AIDS will be eligible.

Explain why this project is a COVID-19 related need and provide evidence to substantiate the need.

This project will provide antibody testing which will help people identify those who were previously exposed to the virus, and if they were exposed, whether or not their body has produced antibodies. This may suggest protective immunity for those that have recovered or been exposed. As noted by one trusted laboratory, the goal in testing for antibodies is to, "empower individuals and their physicians to make informed decisions about their risk of infection and of spreading the virus." (Quest Diagnostics)

Describe what gaps of COVID-19 related service in the county this project fills. Note: Substitution of CDBG funds for private, State or other Federal funds is not allowed

This project would provide testing opportunities to Highland residents, lessening the burden on other County testing sites. Highland residents would put themselves at less risk by receiving this service close to home.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

This is the only funding for this project. If funding decreases, fewer Highland residents would receive antibody testing. The City's has several staff members within its Community Development and Finance Divisions to manage the project administration. A qualified laboratory will provide the actual testing.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 4: Project Budget & Sources

Please fill out only one of the applicable Project Budgets below.

Public Service Project Budget		
	Requested CDBG-CV Share: (\$)	Other Source: (\$)
Personnel		
Equipment (Rental, Lease or Purchase)		
Consultant Services		
Space Rent		
Insurance		
Consumable Supplies		
Other:	\$150,000	
SUB-TOTAL	\$150,000	
Total Project Budget Cost: (CDBG-CV Share + Other Source)		\$150,000
For Construction, 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.		
Construction Project Budget		
	Requested CDBG-CV Share: (\$)	Other Source: (\$)
Architectural and engineering services		
Site acquisition		
Local Review application		
Construction		
Other Construction:		
SUB-TOTAL		
Total Project Budget Cost: (CDBG-CV Share + Other Source)		

Exhibit 4A: CDBG-CV Leveraging Information

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:			
Total Leveraging Funds		0	

Exhibit 5: Performance and Outcomes

(Public Service Only)

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
COVID-19 Antibody Testing	1,260	0

Performance and Outcomes: Answer the following narrative questions using minimum funds requested.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

The conservative timeline of the project is one year, but the goal is to achieve the maximum number of tests as soon as possible. The monthly goal will be a minimum of 105 tests, however, the hope is that all 1,260 tests will be given in significantly less time.

Describe how your agency determines client(s) success.

Success will be determined by the number of COVID-19 antibody tests provided to low- and moderate-income individuals.

Describe your methodology to evaluate project outcomes.

Outcomes will be evaluated by counting and reporting the number of tests made available to Highland residents.

Explain how the project will meet contract goals and milestones and be completed by May 31, 2022.

Once funding is available, the City will begin an aggressive public outreach program. Interested residents will contact the City via e-mail, mail, or in person at City Hall. City staff will qualify each applicant based on HUD and County guidelines for low- and moderate-income. Tests will be ordered by the City upon qualification. The individual will be responsible to complete the test and follow up with medical personnel once results are available. The City will report the number of tests ordered on a monthly basis. The goal will be to distribute all 1,260 tests within one year of the availability of funding.

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

Exhibit 6: 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? <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

N/A

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

N/A

Should you require more space than allowed in the text box, you may attach additional sheets. Please be sure to identify and label the Exhibit number for each of your attachments.

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.



Exhibit 7: Signature and Assurances

E- Signature Authorization

San Bernardino County Community Development and Housing Agency Community Development Block Grant-CV Application

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Applicant Title: COVID-19 Antibody Testing - City of Highland

Applicant Name: Lawrence A. Mainez, Community Development Director, City of Highland

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 (CDH) in order for the applicant to electronically sign the Community Development Block Grant-CV (CDBG-CV) 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- CV (CDBG-CV) Funding Application. I understand that CDHA may change the CDBG-CV 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-CV funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG-CV 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 CDBG- CV 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: Lawrence A. Mainez, Community Development Director	
Application Title: COVID-19 Antibody Testing - City of Highland	
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: kstater@cityofhighland.org	Fax No: (909) 862-3180
Authorized Signature	
Print Name: Lawrence A. Mainez	Print Title: Community Development Director
Signature:	Date: 5/4/2019

**The original hard copy of the E-Signature Agreement must be submitted by mail.
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