



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/7607882002839353870>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

December 16, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Presentation Honoring Retirees Sean Kaeser, Police Captain; Steve Beaman, Electrical Utility Tech II; Jeff Adair, Fire Division Chief; and Karen Holmes, Museum Curator for their Years of Service to the City of Ukiah.

Recommended Action: Present Certificates and invite input from Department Directors.

Attachments: None

- 3.b. Presentation Honoring Departing Councilmember Maureen (Mo) Mulheren.

Recommended Action: Present plaque in honor of Councilmember Mulheren's years of service on the Ukiah City Council.

Attachments: None

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the December 2, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of December 2, 2020, a Regular Meeting, as submitted.

Attachments:

1. 2020-12-02 Draft Minutes with Election Results

- 5.b. Approval of the Minutes for the December 9, 2020, Special Meeting.

Recommended Action: Approve the Minutes of December 9, 2020, a Special Meeting, as submitted.

Attachments:

1. 2020-12-09 Draft Minutes - Special Meeting

6. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. Report of Disbursements for the Month of November 2020.

Recommended Action: Approve the Report of Disbursements for the Month of November 2020.

Attachments:

1. November 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. November 2020 Disbursement Detail

- 7.b. Adopt a Resolution Approving and Adopting the Amended Joint Powers Authority (JPA) Agreement for Redwood Empire Municipal Insurance Fund (REMIF) and the JPA Agreement for the California Intergovernmental Risk Authority (CIRA), effective July 1, 2021.

Recommended Action: Adopt a resolution approving and adopting the amended amended Joint Powers Authority (JPA) Agreement for Redwood Empire Municipal Insurance Fund (REMIF) and the JPA Agreement for the California Intergovernmental Risk Authority (CIRA), effective July 1, 2021.

Attachments:

1. Resolution Approving and Adopting REMIF and CIRA JPA Agreements (1)
2. REMIF Amended JPA Agreement
3. CIRA JPA Agreement - Approved by PARSAC & REMIF
4. REMIF Amended Bylaws
5. CIRA Bylaws - Approved by PARSAC & REMIF

- 7.c. Receive Annual Report Regarding City of Ukiah's Electric Utility Wildfire Mitigation Plan in Response to Senate Bill 901.

Recommended Action: Receive Annual Report Regarding City of Ukiah's Electric Utility Wildfire Mitigation Plan in Response to Senate Bill 901.

Attachments:

1. 2020-12-16 Ukiah's Wildfire Mitigation Plan_Revision 2
2. Appendix A Wildfire Prevention Program

- 7.d. Approval of Agreement with West & Associates of Foothill Ranch, CA in the Amount of \$42,500 to Prepare the 2020 Urban Water Management Plan.
Recommended Action: Approve Agreement with West & Associates of Foothill Ranch, CA in the Amount of \$42,500 to Prepare the 2020 Urban Water Management Plan
Attachments:
1. City of Ukiah RFP- 2020 Urban Water Management Plan
 2. West & Associates Proposal 2020 UWMP
- 7.e. Approve Budget Amendment in the Amount of \$2,128 for the Community Development Building Inspection External Services Account.
Recommended Action: Approve a budget amendment in the amount of \$2,128 for the Community Development Building Inspection external services account.
Attachments: None
- 7.f. Approve Professional Services Contract Amendment with Mead & Hunt for the Preparation of a Stand-Alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport in an Amount Not to Exceed \$12,000; and Approve Corresponding Budget Amendment.
Recommended Action: Approve professional services contract amendment with Mead & Hunt for the preparation of a stand-alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport; and approve corresponding budget amendment.
Attachments:
1. Contract 1819-164 - Mead&Hunt
 2. UKI.ALUCP. Amendment 1 - C #1819164
 3. UKI.ALUCP. Amendment 3 - C #1819164
 4. UKI.ALUCP.Amendement 4 Request 120820
- 7.g. Report to Council for the Deep Ripping (Scarification) of Pond Number 3 at the Wastewater Treatment Plant to Mendocino Construction Services, Inc. in the amount of \$12,500.
Recommended Action: Receive report for the Scarification of Percolation Pond #3 at the Wastewater Treatment Plant.
Attachments:
1. Bid- Mendocino Construction Services Pond Scarification
- 7.h. Approve Budget Amendment in the Amount of \$295,673.74 for the Runway 15-33 Pavement Rehabilitation Project.
Recommended Action: Approve Budget Amendment in the Amount of \$295,673.74 for the Runway 15-33 Pavement Rehabilitation Project.
Attachments: None
- 7.i. Approval of Amendment No. 2 with Rau & Associates in the Amount of \$17,073 for Professional Surveying Services for City-Owned Property on Norgard Lane.
Recommended Action: Approve Amendment No. 2 with Rau & Associates in the amount of \$17,073 for professional surveying services for city-owned property on Norgard Lane.
Attachments:
1. Rau Contract 1718-202
 2. Norgard Survey - Letter Proposal 10292020

- 7.j. Consideration of Adoption of Resolution Authorizing the City Manager to Apply for and Execute California Department Transportation Funds and All Related Documents for the City of Ukiah to Use State and Federal Funding for Projects to Have a Safer Transportation System.

Recommended Action: Adopt resolution authorizing the City Manager to apply for and execute California Department of Transportation funds and all related documents.

Attachments:

1. Caltrans PSA_LRSPL-5049(028)
2. California Department of Transportation Project Funding Resolution

- 7.k. Adopt Resolution Regarding Evaluation of Energy Storage for the City of Ukiah Electric Utility in Compliance with Public Utilities Code.

Recommended Action: Adopt a resolution regarding the evaluation of energy storage for the City of Ukiah Electric Utility.

Attachments:

1. City of Ukiah Electric Utility Energy Storage Compliance Report
2. Resolution-Energy Storage

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.b. Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.

Recommended Action: Determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding.

Attachments:

1. Resolution 2020-63 Yosemite Drive Water Main Emergency Work

- 12.c. Update on Series 2020A and 2020B Bond Sale and Issuance.

Recommended Action: Council to receive update from staff on bond sale and issuance.

Attachments:

1. Ukiah - Pricing Results Summary Final

13. **NEW BUSINESS**

- 13.a. Review and Consider the Fiscal Year 2021-22 Budget Development Schedule.

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2021-22 fiscal year.

Attachments:

1. Budget Schedule 21-22 (Working)

- 13.b. Discussion and Possible Action to Determine Whether to Fill Vacant Council Seat by Appointment or Call for a Special Election.

Recommended Action: 1) Council will discuss item and determine whether to fill the vacancy through appointment or call for an election; 2) Direct Staff to take appropriate steps per Council's decision.

Attachments:

1. Draft Councilmember Application

- 13.c. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2020 City Council Special Assignments - rev 12-11-20

- 13.d. Adopt a Resolution Approving a Side Letter Agreement to the Current Memorandum of Understanding Between the City of Ukiah and Ukiah Police Officer's Association (UPOA) and Corresponding Adjustments to UPOA and Police Chief Salary Schedule.

Recommended Action: Adopt Resolution approving a Side Letter Agreement to the Memorandum of Understanding (MOU) between the City of Ukiah and Ukiah Police Officers Association (UPOA), and corresponding adjustments to UPOA and Police Chief Salary Schedule.

Attachments: None

14. **CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING**

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(4))
Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None

15. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk
Dated: 12/11/2020



AGENDA SUMMARY REPORT

SUBJECT: Presentation Honoring Retirees Sean Kaeser, Police Captain; Steve Beaman, Electrical Utility Tech II; Jeff Adair, Fire Division Chief; and Karen Holmes, Museum Curator for their Years of Service to the City of Ukiah.

DEPARTMENT: City Clerk
PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Justine Wyatt, Police Chief; Doug Hutchison, Fire Chief; Mel Grandi, Electric Utility Director; and David Burton, Museum Director.

ATTACHMENTS:

None

Summary: The City Council will honor Sean Kaeser, Police Captain; Steve Beaman, Electrical Utility Tech II; Jeff Adair, Fire Division Chief; and Karen Holmes, Museum Curator for their Years of Service to the City of Ukiah.

Background: Police Captain Sean Kaeser, Police Captain; Steve Beaman, Electrical Utility Tech II; Jeff Adair, Fire Division Chief; and Karen Holmes, Museum Curator will all be retiring at the end of December, 2020, from their respective positions with the City of Ukiah.

Discussion: The City Council will present certificates honoring Sean Kaeser, Steve Beaman, Jeff Adair, and Karen Holmes at the December 16, 2020, City Council meeting.

Recommended Action: Present Certificates and invite input from Department Directors.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Presentation Honoring Departing Councilmember Maureen (Mo) Mulheren.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Orozco

ATTACHMENTS:

None

Summary: The City Council will present Councilmember Maureen (Mo) Mulheren with a commemorative plaque for her years of service to the community on the Ukiah City Council.

Background: Councilmember Mulheren has served on the Ukiah City Council since 2014, dedicating many hours of her time and efforts for our community. She has now been elected to the Mendocino County Board of Supervisors to represent District 2, which is the City of Ukiah. Her new position will start on January 4, 2021.

Discussion: The City Council will present departing Councilmember Mulheren with a commemorative plaque for her years of service to the community on the Ukiah City Council, and send best wishes for her new endeavor.

Recommended Action: Present plaque in honor of Councilmember Mulheren's years of service on the Ukiah City Council.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 2, 2020
5:45 p.m.**

The Ukiah City Council held a virtual Mayor's Reception at 5:45 p.m. on December 2, 2020, in honor of departing Mayor, Douglas F. Crane; followed by the Regular Ukiah City Council meeting held at 6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on December 2, 2020, having been legally noticed on November 25, 2020. Mayor Crane called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk. **Also Present:** Councilmember Elect, Josefina Duenas.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Scalmanini.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Adoption of Resolution Declaring Results of Statewide General Municipal Election of November 3, 2020, and Swearing in Ceremony for Councilmembers Douglas F. Crane and Josefina Duenas.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Scalmanini to 1) Adopt Resolution (2020-66) reciting the fact of the General Municipal Election held on November 3, 2020, declaring the results and such other matters as provided by law; 2) Direct the City Clerk to enter into the minutes a statement of results; and 3) Direct the City Clerk to present the Certificates of Election and administer the Oath of Office to the newly elected officials. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following results into the record:

For the City of Ukiah, the whole number of ballots cast was 7,081

The names of the persons voted for as a member of the city council were:

- Brian Erickson with 689 votes
- Stephen G. Scalmanini with 1,725 votes
- Ed Donovan with 1,316 votes
- Josefina Duenas with 1,947 votes
- Douglas f. Crane with 1,995 votes
- Jenny Kimbler with 1,754 votes
- Cameron Ramos with 1,129 votes

The minutes will reflect the 35 precincts and the number of votes for each candidate.

NOTE: *The full certified results are attached per Council direction*

The City Clerk administered the Oath of Office and presented the Certificate of Election to Councilmembers elect, Douglas F. Crane and Josefina Duenas.

Departing Councilmember Scalmanini made some final remarks and stepped off the proverbial Dais. incoming Councilmember Duenas took seat.

b. Annual Appointment of New Mayor and Vice Mayor, and Council Reorganization.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Mulheren to nominate and appoint Juan V. Orozco as Mayor. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Duenas, Orozco and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Orozco/Mulheren to nominate and appoint Jim O. Brown as Vice Mayor. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Duenas, Orozco and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Outgoing Mayor Crane passed the gavel, and moved from the Mayor's seat.

Motion/Second: Mulheren/Brown to approve the recommended Council seat rotation. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

Incoming Mayor Orozco moved into the Mayor's seat and made some initial remarks.

Public Comment: Jackie Orozco, Esteban Orozco, and Norma Orozco.

MAYOR OROZCO PRESIDING

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the November 18, 2020, Regular Meeting.

Motion/Second: Crane/Mulheren to approve Minutes of November 18, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Authorize City Manager to Execute Renewal Agreement (COU No. 2021-157) with Liebert Cassidy Whitmore (LCW) for Special Legal Counsel Services as Needed – *Human Resources*.
- b. Approval of Notice of Completion for the Runway 15-33 Pavement Rehabilitation Project, Specification No. 19-11, and Approve Final Payment and the 5% Retention to Granite Construction Company – *Airport*.

- c. Council to Consider Approval of the Master Plan for the Development of the Great Redwood Trail- Ukiah Linear Park – *Community Services*.
- d. ~~Approval of Agreement with NCE of Richmond in the Amount of \$88,900 for Professional Consulting Services Related to a Trench Cut Fee Study and Implementation and Corresponding Budget Amendment – *Public Works* – Pulled by Councilmember Crane and placed as Agenda Item 13e.~~
- e. Notification of Purchase of Services from DC Electric Group, Inc. of Cotati in the Amount of \$16,270 for the Repair of Traffic Signal Poles, and Approval of Corresponding Budget Amendment – *Public Works*.
- f. Approval of Amendment No. 1 with GHD, Inc. (COU No. 2021-112-A1) in the Amount of \$13,623.89 for Additional Investigations and Engineering Analysis for Future Water Storage Tank Sites – *Water Resources*.
- g Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. (PO #46945) in the Amount of \$18,917.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill – *Public Works*.

Motion/Second: Crane/Mulheren to approve Consent Calendar Items 7a-c, and 7e-g, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

8. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

No public comment was received.

9. **COUNCIL REPORTS**

Presenter: Councilmember Mulheren.

10. **CITY MANAGER/CITY CLERK REPORTS**

Presenters: Sage Sangiacomo, City Manager; and the following:

- **City Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Report on the County ALUC Meeting, UKI ALUCP** – Craig Schlatter, Community Development Director.

11. **PUBLIC HEARINGS (6:15 PM)**

12. **UNFINISHED BUSINESS**

- a. **Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.**

Presenter: Tami Bartolomei, Office of Emergency Services Coordinator.

Report was received.

- b. **Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.**

Presenter: Tim Eriksen, Public Works Director/City Engineer.

Motion/Second: Crane/Mulheren to determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

13. **NEW BUSINESS**

a. Presentation and Discussion on the Redwood Empire Municipal Insurance Fund (REMIF) Merger with Public Agency Risk Sharing Authority of California to Create the California Intergovernmental Risk Sharing Authority (CIRA).

Presenters: Sheri Mannion, Human Resources Director/Risk Manager and Amy Northam, REMIF General Manager.

Presentation was received.

b. Authorization for City Manager to Negotiate and Execute an Agreement with the Mendocino Local Agency Formation Commission to Procure Services for Preparation of the City of Ukiah Municipal Service Review and Sphere of Influence Update; and Approval of Corresponding Budget Amendment.

Presenter: Craig Schlatter, Community Development Director.

Public Comment: Ernie Wipf.

Motion/Second: Crane/Brown to authorize the City Manager to negotiate and execute an agreement (COU No. 2021-153) with the Mendocino Local Agency Formation Commission (LAFCo) to procure services for preparation of the City of Ukiah Municipal Service Review and Sphere of Influence update; and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

c. Authorization for City Manager to Negotiate and Execute a Month-to-Month Contract with KP Public Affairs.

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Brown/Mulheren to authorize the City Manager to negotiate and execute a month-to-month contract (COU No. 2021-154) with KP Public Affairs in the amount of \$10,000 per month, with the addendum that quarterly updates come back to Council, and approve the recommended budget amendment to the community outreach fund. Motion **carried** by the following roll call votes: AYES: Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: Crane.

d. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Presenter: Sage Sangiacomo, City Manager; Councilmember Mulheren.

Mayor and Council Directive to update the Special Assignments List.

e. Approval of Agreement with NCE of Richmond in the Amount of \$88,900 for Professional Consulting Services Related to a Trench Cut Fee Study and Implementation and Corresponding Budget Amendment – From Consent Calendar Agenda Item 7d.

Presenter: Tim Eriksen, Public Works Director/City Engineer.

Public Comment: Ernie Wipf.

Motion/Second: Crane/Mulheren to approve agreement (COU No. 2021-155) with NCE of Richmond in the amount of \$88,900 for professional consulting services related to a trench cut fee study and Implementation and Corresponding Budget Amendment. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)"

b. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(4))

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)"

c. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200

d. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036

e. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager; Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:27 p.m.

Kristine Lawler, City Clerk

**CERTIFICATE OF COUNTY CLERK TO RESULT OF THE CANVASS
OF THE STATEWIDE PRESIDENTIAL GENERAL ELECTION
HELD ON TUESDAY, NOVEMBER 3, 2020**

STATE OF CALIFORNIA)
)SS
COUNTY OF MENDOCINO)

I, KATRINA BARTOLOMIE, County Clerk of said County, do hereby certify that I did canvass the returns of the votes cast in the STATEWIDE PRESIDENTIAL GENERAL Election held TUESDAY, NOVEMBER 3, 2020, in the UKIAH CITY COUNCIL AND TREASURER, COUNTY OF MENDOCINO, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in each of the respective consolidated precincts therein, and that the totals of the respective columns and the totals as shown for and against each measure are full, true and correct.

WITNESS MY HAND AND OFFICIAL SEAL this 25th day of November 2020

(SEAL)



KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

CITY OF UKIAH MEMBER, CITY COUNCIL

Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	BRIAN ERICKSON	STEPHEN G. SCALMANINI	ED DONOVAN	JOSEFINA DUENAS	DOUGLAS F. CRANE	JENNY KIMBLER	CAMERON RAMOS
200001-OAK MANOR	409	335	81.9	36	63	68	90	98	98	66
200003-HIGHLAND	1,054	867	82.3	74	220	154	229	238	203	148
200004-CLARA	914	727	79.5	61	202	142	204	207	175	112
999122-ALEXANDER	7	6	85.7	0	1	0	1	2	1	3
999201-AIRPORT	6	6	100.0	1	2	1	0	2	2	2
999202-MENDOCINO PLACE	284	255	89.8	30	74	55	61	68	81	20
999203-MENDOCINO GARDENS	201	181	90.0	9	55	39	45	75	40	18
999204-ROSE	287	204	71.1	19	43	22	52	71	50	37
999205-NOKOMIS	538	415	77.1	35	93	77	101	138	117	70
999206-COOPER	257	164	63.8	13	23	36	50	48	56	19
999207-MARLENE	208	160	76.9	12	32	25	67	35	36	24
999208-CHERRY	311	209	67.2	29	26	28	86	30	52	37
999209-GOBBI	133	97	72.9	9	20	7	38	22	19	14
999211-ORCHARD	225	181	80.4	21	48	24	39	54	60	20
999212-LESLIE	171	141	82.5	19	37	28	51	30	33	21
999213-EL RIO	250	195	78.0	26	45	27	45	48	64	38
999214-SEMINARY	183	164	89.6	9	52	32	43	45	35	22
999215-PERKINS	227	200	88.1	15	57	49	45	62	67	26
999216-HOLDEN	509	457	89.8	34	146	112	111	138	94	55
999217-PINE	100	92	92.0	14	36	15	25	22	19	19
999218-FREITAS	279	219	78.5	22	55	27	69	49	52	37
999219-NORTH MAIN	303	213	70.3	15	44	37	78	42	57	43
999220-WALNUT	211	187	88.6	25	63	41	46	66	30	23
999221-MCDONALDS	0	0	0.0	0	0	0	0	0	0	0
999222-HENRY	195	164	84.1	15	57	33	35	48	27	25
999223-PARK	233	205	88.0	23	58	39	33	75	50	23
999224-AIRPORT EAST	0	0	0.0	0	0	0	0	0	0	0
999225-SIDNIE	95	65	68.4	7	6	7	19	24	19	10
999226-CARLETON	164	137	83.5	16	21	28	51	38	21	32
999227-VINEWOOD	156	123	78.8	8	29	27	32	39	31	12
999228-MAGNOLIA	141	104	73.8	19	26	19	16	34	28	23
999229-DONNER	286	231	80.8	21	44	45	64	66	60	40
999230-EMPIRE GARDENS	179	125	69.8	8	18	21	47	25	24	28
999231-HIGH SCHOOL	302	250	82.8	42	29	51	74	56	51	62
999235-MENDOCINO WEST	2	2	100.0	2	0	0	0	0	2	0
Vote By Mail Totals	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
Polling Totals	8,820	4	0.0	0	1	1	0	1	2	1
Grand Totals	8,820	7,081	80.3	689	1,725	1,316	1,947	1,995	1,754	1,129

CITY OF UKIAH MEMBER, CITY COUNCIL

Vote By Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	BRIAN ERICKSON	STEPHEN G. SCALMANINI	ED DONOVAN	JOSEFINA DUENAS	DOUGLAS F. CRANE	JENNY KIMBLER	CAMERON RAMOS
MENDOCINO COUNTY, CALIFORNIA	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
SECOND CONGRESSIONAL DISTRICT	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
SECOND SENATORIAL DISTRICT	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
SECOND ASSEMBLY DISTRICT	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
SECOND BOARD OF EQUALIZATION	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
1ST SUPERVISORIAL DISTRICT	7	6	85.7	0	1	0	1	2	1	3
2ND SUPERVISORIAL DISTRICT	8,813	7,071	80.2	689	1,723	1,315	1,946	1,992	1,751	1,125
UKIAH UNIFIED SCHOOL DISTRICT	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
UKIAH	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
UKIAH VALLEY SANITATION DISTRICT	2,653	2,048	77.2	215	412	353	572	580	556	339
COUNTY WIDE	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
Vote By Mail Totals	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128

CITY OF UKIAH MEMBER, CITY COUNCIL

Polling Totals

District	Registration	Ballots Cast	Turnout (%)	BRIAN ERICKSON	STEPHEN G. SCALMANINI	ED DONOVAN	JOSEFINA DUENAS	DOUGLAS F. CRANE	JENNY KIMBLER	CAMERON RAMOS
MENDOCINO COUNTY, CALIFORNIA	8,820	4	0.0	0	1	1	0	1	2	1
SECOND CONGRESSIONAL DISTRICT	8,820	4	0.0	0	1	1	0	1	2	1
SECOND SENATORIAL DISTRICT	8,820	4	0.0	0	1	1	0	1	2	1
SECOND ASSEMBLY DISTRICT	8,820	4	0.0	0	1	1	0	1	2	1
SECOND BOARD OF EQUALIZATION	8,820	4	0.0	0	1	1	0	1	2	1
1ST SUPERVISORIAL DISTRICT	7	0	0.0	0	0	0	0	0	0	0
2ND SUPERVISORIAL DISTRICT	8,813	4	0.0	0	1	1	0	1	2	1
UKIAH UNIFIED SCHOOL DISTRICT	8,820	4	0.0	0	1	1	0	1	2	1
UKIAH	8,820	4	0.0	0	1	1	0	1	2	1
UKIAH VALLEY SANITATION DISTRICT	2,653	0	0.0	0	0	0	0	0	0	0
COUNTY WIDE	8,820	4	0.0	0	1	1	0	1	2	1
Polling Totals	8,820	4	0.0	0	1	1	0	1	2	1

CITY OF UKIAH MEMBER, CITY COUNCIL

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	BRIAN ERICKSON	STEPHEN G. SCALMANINI	ED DONOVAN	JOSEFINA DUENAS	DOUGLAS F. CRANE	JENNY KIMBLER	CAMERON RAMOS
MENDOCINO COUNTY, CALIFORNIA	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
SECOND CONGRESSIONAL DISTRICT	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
SECOND SENATORIAL DISTRICT	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
SECOND ASSEMBLY DISTRICT	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
SECOND BOARD OF EQUALIZATION	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
1ST SUPERVISORIAL DISTRICT	7	6	85.7	0	1	0	1	2	1	3
2ND SUPERVISORIAL DISTRICT	8,813	7,075	80.3	689	1724	1316	1946	1993	1753	1126
UKIAH UNIFIED SCHOOL DISTRICT	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
UKIAH	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
UKIAH VALLEY SANITATION DISTRICT	2,653	2,048	77.2	215	412	353	572	580	556	339
COUNTY WIDE	8,820	7,081	80.3	689	1725	1316	1947	1995	1754	1129
Vote By Mail Totals	8,820	7,077	80.2	689	1,724	1,315	1,947	1,994	1,752	1,128
Polling Totals	8,820	4	0.0	0	1	1	0	1	2	1
Grand Totals	8,820	7,081	80.3	689	1,725	1,316	1,947	1,995	1,754	1,129

CITY OF UKIAH TREASURER

Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	RUSSELL ALLEN CARTER
200001-OAK MANOR	409	335	81.9	245
200003-HIGHLAND	1,054	867	82.3	603
200004-CLARA	914	727	79.5	531
999122-ALEXANDER	7	6	85.7	2
999201-AIRPORT	6	6	100.0	5
999202-MENDOCINO PLACE	284	255	89.8	186
999203-MENDOCINO GARDENS	201	181	90.0	115
999204-ROSE	287	204	71.1	148
999205-NOKOMIS	538	415	77.1	308
999206-COOPER	257	164	63.8	122
999207-MARLENE	208	160	76.9	120
999208-CHERRY	311	209	67.2	157
999209-GOBBI	133	97	72.9	65
999211-ORCHARD	225	181	80.4	138
999212-LESLIE	171	141	82.5	107
999213-EL RIO	250	195	78.0	142
999214-SEMINARY	183	164	89.6	94
999215-PERKINS	227	200	88.1	138
999216-HOLDEN	509	457	89.8	311
999217-PINE	100	92	92.0	65
999218-FREITAS	279	219	78.5	152
999219-NORTH MAIN	303	213	70.3	156
999220-WALNUT	211	187	88.6	133
999221-MCDONALDS	0	0	0.0	0
999222-HENRY	195	164	84.1	99
999223-PARK	233	205	88.0	144
999224-AIRPORT EAST	0	0	0.0	0
999225-SIDNIE	95	65	68.4	50
999226-CARLETON	164	137	83.5	107
999227-VINEWOOD	156	123	78.8	88
999228-MAGNOLIA	141	104	73.8	77
999229-DONNER	286	231	80.8	161
999230-EMPIRE GARDENS	179	125	69.8	92
999231-HIGH SCHOOL	302	250	82.8	180
999235-MENDOCINO WEST	2	2	100.0	0
Vote By Mail Totals	8,820	7,077	80.2	5,037
Polling Totals	8,820	4	0.0	4
Grand Totals	8,820	7,081	80.3	5,041

CITY OF UKIAH TREASURER

Vote By Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	RUSSELL ALLEN CARTER
MENDOCINO COUNTY, CALIFORNIA	8,820	7,077	80.2	5,037
SECOND CONGRESSIONAL DISTRICT	8,820	7,077	80.2	5,037
SECOND SENATORIAL DISTRICT	8,820	7,077	80.2	5,037
SECOND ASSEMBLY DISTRICT	8,820	7,077	80.2	5,037
SECOND BOARD OF EQUALIZATION	8,820	7,077	80.2	5,037
1ST SUPERVISORIAL DISTRICT	7	6	85.7	2
2ND SUPERVISORIAL DISTRICT	8,813	7,071	80.2	5,035
UKIAH UNIFIED SCHOOL DISTRICT	8,820	7,077	80.2	5,037
UKIAH	8,820	7,077	80.2	5,037
UKIAH VALLEY SANITATION DISTRICT	2,653	2,048	77.2	1,489
COUNTY WIDE	8,820	7,077	80.2	5,037
Vote By Mail Totals	8,820	7,077	80.2	5,037

CITY OF UKIAH TREASURER

Polling Totals

District	Registration	Ballots Cast	Turnout (%)	RUSSELL ALLEN CARTER
MENDOCINO COUNTY, CALIFORNIA	8,820	4	0.0	4
SECOND CONGRESSIONAL DISTRICT	8,820	4	0.0	4
SECOND SENATORIAL DISTRICT	8,820	4	0.0	4
SECOND ASSEMBLY DISTRICT	8,820	4	0.0	4
SECOND BOARD OF EQUALIZATION	8,820	4	0.0	4
1ST SUPERVISORIAL DISTRICT	7	0	0.0	0
2ND SUPERVISORIAL DISTRICT	8,813	4	0.0	4
UKIAH UNIFIED SCHOOL DISTRICT	8,820	4	0.0	4
UKIAH	8,820	4	0.0	4
UKIAH VALLEY SANITATION DISTRICT	2,653	0	0.0	0
COUNTY WIDE	8,820	4	0.0	4
Polling Totals	8,820	4	0.0	4

CITY OF UKIAH TREASURER

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	RUSSELL ALLEN CARTER
MENDOCINO COUNTY, CALIFORNIA	8,820	7,081	80.3	5041
SECOND CONGRESSIONAL DISTRICT	8,820	7,081	80.3	5041
SECOND SENATORIAL DISTRICT	8,820	7,081	80.3	5041
SECOND ASSEMBLY DISTRICT	8,820	7,081	80.3	5041
SECOND BOARD OF EQUALIZATION	8,820	7,081	80.3	5041
1ST SUPERVISORIAL DISTRICT	7	6	85.7	2
2ND SUPERVISORIAL DISTRICT	8,813	7,075	80.3	5039
UKIAH UNIFIED SCHOOL DISTRICT	8,820	7,081	80.3	5041
UKIAH	8,820	7,081	80.3	5041
UKIAH VALLEY SANITATION DISTRICT	2,653	2,048	77.2	1489
COUNTY WIDE	8,820	7,081	80.3	5041
Vote By Mail Totals	8,820	7,077	80.2	5,037
Polling Totals	8,820	4	0.0	4
Grand Totals	8,820	7,081	80.3	5,041

*** End of report ***

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting**

Virtual Meeting: <https://attendee.gotowebinar.com/rt/4910662329263871245>

Ukiah, CA 95482

December 9, 2020

3:30 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on December 9, 2020, having been legally noticed on December 8, 2020. Mayor Orozco called the meeting to order at 3:30 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Josefina Duenas, Maureen Mulheren, Jim O. Brown, and Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR OROZCO PRESIDING.

The Pledge of Allegiance was led by Councilmember Mulheren.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

3. NEW BUSINESS

a. Authorize the City Manager to Negotiate and Execute a Final Agreement for the Donation of Open Space in the Western Hills; Authorize the City Manager to Execute Any Other Documents Necessary to Close Escrow; Approve Community Development Director Determination that the Proposed Donation Qualifies for a CEQA Exemption; and Approve Corresponding Budget Amendment.

Presenter: Sage Sangiacomo, City Manager and Maya Simerson, Project and Grant Administrator.

Motion by Councilmember Mulheren, seconded by Vice Mayor Brown to approve the recommended action.

Upon further discussion motion was withdrawn by the maker and the second.

Motion/Second: Mulheren/Brown to approve Community Development Director determination that the proposed donation qualifies for a CEQA Exemption; Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Mulheren/Brown to authorize the City Manager to negotiate and execute a final agreement for the donation of open space in the Western Hills; authorize the City Manager to execute any other documents necessary to close escrow; and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Crane, Duenas, Mulheren, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED FOR CLOSED SESSION AT 3:42 P.M.

4. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)"

b. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(4))

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)"

c. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCU-K-CVPT-2018-70200

d. **Conference with Legal Counsel – Existing Litigation**

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCU-K- CVPT-15-66036

e. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager; Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment

Direction was given to staff.

5. **ADJOURNMENT**

There being no further business, the meeting adjourned at 4:50 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of November 2020.

DEPARTMENT: Finance **PREPARED BY:** Candice Rasmason, Accounts Payable

PRESENTER: Consent Calendar

ATTACHMENTS:

1. November 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. November 2020 Disbursement Detail

Summary: The Council will review and consider approval of the Report of Disbursements for the month of November 2020.

Background: Payments made during the month of November 2020 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3040472-3040550; 3040551-3040607; 3040608-3040672; 3040673-3040711

Accounts Payable Wire Transfers: 34, 35, 36

Payroll Check Numbers: 508249-508287; 508288-508331

Payroll Manual Check Numbers: N/A

Direct Deposit Numbers: 101585-101806; 101807-102025

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3040366, 3040440, 3040527, 3040368

Void Direct Deposit Numbers: N/A

Discussion: This report is submitted in accordance with Ukiah City Code Division 1, Chapter 7, Article 1.

Attachment #1: November 2020 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: November 2020 Disbursement Detail

Recommended Action: Approve the Report of Disbursements for the Month of November 2020.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

**CITY OF UKIAH
REPORT OF DISBURSEMENTS
REGISTER OF PAYROLL AND DEMAND PAYMENTS
FOR THE MONTH OF NOVEMBER**

Attachment 1

FUNDS:

100	General Fund	\$92,590.39	700	Sanitary Disposal Site Fund	\$28.51
105	Measure S General Fund		701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
120	Streets Capital Improvement	\$7,849.12	704	Post Closure Fund - Solid Waste	
200	City Administrative Services	\$16,038.44	710	Ambulance Services Fund	
201	Worker's Comp Fund		720	Golf Fund	\$20,697.35
202	Liability Fund		730	Conference Center Fund	\$3,277.17
203	Garage Fund	\$5,569.86	750	Visit Ukiah	
204	Purchasing Fund	\$492.20	777	Airport Fund	\$20,330.67
205	Billing & Collections Fund	\$8,024.56	778	Airport Capital Improvement Fund	
206	Public Safety Dispatch Fund	\$3,479.84	779	Special Aviation Fund	
207	Payroll Posting Fund	\$290,001.50	800	Electric Fund	\$952,691.88
208	Building Maintenance/Corp Yard Fund	\$17,183.36	801	Electric Capital Reserve Fund	\$600,459.97
209	IT Fund	\$11,933.24	803	Lake Mendocino Bond Reserve	
220	Equipment Reserve Fund		805	Street Lighting Fund	\$12,225.53
249	City Housing Bond Proceeds	\$0.00	806	Public Benefits Fund	\$1,006.25
250	Special Revenue Fund		807	Electric Capital & Trade Fund	
251	Special Projects Reserve Fund		820	Water Fund	\$67,145.42
253	CITY PROP 172	\$304.55	822	Water Capital Improvement Fund	\$7,473.14
300	Park Development Fund		830	Recycled Water Fund	\$19,720.09
301	Anton Stadium Fund	\$0.00	840	City/District Sewer Fund	\$138,441.96
302	Observatory Park Fund		841	Sewer Construction Fund	
304	Swimming Pool Fund	\$0.00	843	Sewer Capital Fund	
305	Riverside Park Fund	\$0.00	900	Special Deposit Trust	\$1,915.09
306	Skate Park Fund	\$0.00	901	General Service (Accts Recv)	\$578.25
310	Museum Grants		902	U.S.W. Billing & Collection	\$44,955.27
311	Alex Rorbaugh Recreation Center Fur	\$1,923.90	903	Public Safety - AB 109	\$0.00
312	Downtown Business Improvement Fur	\$3,254.32	905	Federal Emergency Shelter Grant	
313	LMIHF Housing Asset Fund		905	Mendocino Emergency Service Authority	
314	Winter Special Events		911	Russian River Watershed Association	\$241,672.17
315	Advanced Planning Fund	\$0.00	915	UVFD	\$8,058.79
500	2106 Gas Tax Fund		916	UVFD PROP 172	\$304.55
501	2107 Gas Tax Fund		917	UVFD Measure B	\$1,656.56
503	2105 Gas Tax Fund		918	UVFD Mitigation	
505	Signalization Fund		940	Sanitation District Special Fund	
506	Bridge Fund		942	Rate Stabilization - UVSD Fund	\$2.42
507	1998 STIP Augmentation Fund		943	Sanitation District Capital Improvement Fur	\$563,779.14
508	SB325 Reimbursement Fund		952	REDIP Sewer Enterprise Fund	\$177.66
509	S.T.P. Fund	\$4,333.91	960	Community Redevelopment Agency	
510	Trans-Traffic Congest Relief Fund		961	RDA Housing Pass-Through	
511	Rail Trail Fund		962	Redevelopment Housing Fund	
600	Community Development Block Grant		963	Housing Debt	
601	EDBG 94-333 Revolving Loan		964	RDA Capital Pass-Through	
602	Community Development Fund		965	Redevelopment Capital Improvement Fund	
603	08-HOME-4688		966	Redevelopment Debt Service	
604	CDBG Grant 09-STBG-6417		967	Housing Bond Proceeds	
605	11-HOME-7654 Fund	\$0.00	968	Non-Housing Bond Proceeds	
606	CDBG Grant 10-EDEF-7261		969	RDA Obligation Retirement Fund	\$707,675.96
607	Prop 84 Grant Fund		844/944	Sewer Capital Projects Fund	\$3,274.71
609	13-CDBG-8940				
610	City RDA Projects Fund				
613	Home Program Activities				
630	Asset Seizure Fund				
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)				
634	Federal Asset Seizure Grants	\$3,622.28	611	Retainage Withheld	\$30,267.62
635	SUP Law Enforcement Service Fund			CDBG 16-CDBG-11147	
636	CBTHP Officer				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police				
640	Parking District Fund	\$760.22			
691	Museum Fund				
695	Transfer Station Fund	\$28.51			

PAYROLL CHECK NUMBERS: 508249-508287
DIRECT DEPOSIT NUMBERS: 101585-101806

PAYROLL PERIOD: 10/18/20-10/31/20

PAYROLL CHECK NUMBERS: 508288-508331

DIRECT DEPOSIT NUMBERS: 101807-102025

PAYROLL PERIOD: 11/1/20-11/14/20

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3040366, 3040440, 3040527, 3040368

MANUAL CHECK NUMBERS:

N/A

WIRE TRANSFER NUMBERS:

34, 35, 36

CERTIFICATION OF CITY CLERK

This register of Payroll and Demand Payments was duly approved by the City Council on _____.

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

I have audited this Register and approve for accuracy and available funds.

Director of Finance

TOTAL DEMAND PAYMENTS- A/P CHECKS \$3,915,206.33
TOTAL DEMAND PAYMENTS- EFT'S \$463.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$985,210.37
TOTAL PAYROLL EFT'S (TAXES, PERS, VENDORS) \$609,504.59
* vendor name(if applicable)

TOTAL PAYMENTS \$5,510,384.29

Account Code Summary

Attachment 2

10000000	General Fund	20526430	Electric Department - Meter Readers
10010000	City Council	20620231	Ukiah Dispatch
10011100	City Clerk	20620232	Ft Bragg Dispatch
10011300	Elections	20700000	Payroll Posting Fund
10012100	City Manager	20822500	Building Maintenance
10012200	Administrative Support	20824300	Corporation Yard
10012400	Miscellaneous General Government	20922900	IT Fund
10013400	Finance Department	22013300	FA Replace - Finance UB
10014000	City Attorney	22020200	FA Replace - Police Operations
10015100	Treasury Management	22021210	FA Replace - Fire Administration
10016100	Human Resources	22022900	FA Replace - Information Technology
10017100	Economic Development	22024100	FA Replace - Garage
10018000	Community Outreach	22024220	FA Replace - Streets
10020217	Animal Control	22024413	FA Replace - Water Distribution Cap
10022100	Parks	22024414	FA Replace - Water Distribution O&M
10022300	Aquatics	22024421	FA Replace - City Wastewater
10022800	Recreation	25024210	Engineering Reserve
10022810	Recreation Administration	25024300	Corporation Yard Reserve
10022821	Adult Basketball	25122900	CIP - IT
10022822	Adult Softball	25123100	CIP - Planning
10022824	Co-Ed Volleyball	25124210	CIP - Engineering
10022831	Youth Basketball	25124220	CIP - Streets
10022832	Youth Softball	25124410	CIP - Water
10022840	Day Camp	25124421	CIP - City Wastewater
10022850	Classes & Clinics	25126410	CIP - Electric
10022860	Special Activities	30022200	Park Development
10023100	Community Planning	30122210	Anton Stadium
10023320	Building Inspection	30222220	Observatory Park
10024210	Engineering	30522250	Riverside Park
10024214	Traffic Signals	30622260	Skate Park
10024620	Streets	30822280	Project Planning
10024224	Storm Drains	31022700	Museum Grant
10514000	Police - City Attorney	31122000	Alex Rorabaugh Recreation Center
10520210	Patrol	31217100	Downtown Business Improvement District
10520214	Police Reserves	50524210	Engineering - Signalization Fund
10520216	COPS Grant	50624210	Capital Engineering
10520218	Police - CSO	50824210	SB325 - Engineering
10520224	Police - Major Crimes Task Force	50824220	SB325 - Streets
10521210	Fire Administration	50924210	STP - Engineering
10521312	Fire Volunteer Station	50924220	STP - Streets
20112400	Worker's Compensation Fund	51024220	Trans - Traffic Slurry Seal
20212400	Liability Fund	510X9999	Trans -Traffic Project
20324100	Garage Fund	60217441	Grant - CDBG 602
20413500	Purchasing Fund	60317442	Grant - HOME 603
20513300	Billing and Collections	60417441	Grant - CDBG 604
20514000	Billing and Collections - City Attorney	60517442	Grant - HOME 605
20524412	Water Department - Meter Readers	60517461	First Time Homebuyer Program

Account Code Summary

Attachment 2

60517462	FTHB Activity Delivery	80026130	Electric Substation
60517467	FTHB - PIR	80026140	Reimbursable Work for Others
60600000	CDBG Grant 10-EDEF-7261 Fund	80026200	Electric Metering
60617441	Grant - CDBG 606	80026300	Electric Generation
60617451	General Administration	80026312	Mendocino Hydro
60617452	AD ED Direct Financial Assistance	80026330	Hydro Electric
60617453	ED Direct Financial Assistance	80026400	Electric Administration
60717443	Grant Prop 84	80026410	Electric General Administration
60724413	Prop 84 Water Distribution Cap	80026430	Interdepartmental Charges
60900000	13-CDBG-8940	80326330	Hydro Plant
60917458	13-CDBG-8940	80526610	Street Lighting
63020210	Asset Seizure Expenditure	80626500	Public Benefit
63120210	Drug & Alcohol Education	82027110	Water
63320210	H&S Asset Seizure Expenditure	82027111	Water - Production O&M
63420250	Fed Asset Seizure Expenditure	82027113	Water - Distribution Capital
63520210	SLESF	82027114	Water - Distribution O&M
63820210	Asset Forfeiture 11470	82027115	Water - Production Capital
64020213	Parking Enforcement	82227113	Water - Distribution Capital
69122700	Museum	84027220	Wastewater
70024500	Landfill 700	84027221	Wastewater City - O&M
70224500	Landfill Closure	84027222	Wastewater City - Capital
70424500	Landfill Post closure	84027225	Wastewater Treatment - O&M
72022400	Golf	84027226	Wastewater Treatment - Capital
73022600	Conference Center	84227220	Wastewater
75017110	Visit Ukiah	84327222	Wastewater City - Capital
77725200	Airport Operations	84427221	Wastewater City Capital - O&M
77817411	FAA Grant	84427222	Wastewater City - Capital
80026100	Electric Administration	90000000	Special Deposit Trust Fund
80026110	Electric Overhead	91190100	Russian River Watershed Assoc
80026120	Electric Underground	96900000	Successor Agency
80100000	Infrastructure		

Object Code Summary

Attachment 3

12102	INVENTORY OF SUPPLIES	52526	FRAUD INVEST. ASSESSMENT
12103	STORES PURCHASES	52527	A.D.P. PREMIUM & DEDUCTIBLE
12104	INVENTORY - PURCHASES	52528	LIABILITY INSURANCE
12105	STORES ISSUES	52529	EARTHQUAKE & FLOOD PREMIUMS
51211	PERS UNFUNDED LIABILITY	52530	POLLUTION-ENVIRON INS PREMIUM
51280	OVERTIME/CALLOUT MEALS	52531	UMEMPLOY. INS EXPENSE
51285	CALLOUT MILEAGE REIMBURSEMENTS	52532	SAFETY & TRAINING SUPPORT
52100	CONTRACTED SERVICES	52600	RENT
52107	CONTRACTED SERVICES-EIR	52841	SUCCESSOR AGENCY ADMIN
52108	CONTRACT SERVICES-GPU	54100	SUPPLIES
52110	AMBULANCE BILLING	54101	POSTAGE
52111	MAINT. CONTRCTS - DEFIBRULATOR	54102	SMALL TOOLS
52112	M. S. OVERSIGHT	54105	PHOTOGRAPHIC EXPENSE
52113	PLANNING STUDIES	54106	SPECIALTY SUPPLIES
52114	COMPLIANCE STUDIES	54120	PW - SPECIAL SUPPLIES
52120	LABOR CHARGES FROM OTHER DEPAR	54121	PW - ASPHALT CONCRETE
52130	EDUCATIONAL & MARKETING MATL'S	54122	PW - AGGREGATE BASE
52131	ASSISTANCE TO SENIORS	54123	PW - CRACK SEALANT
52132	EMERGENCY ASSISTANCE	54124	PW - CONCRETE/SUPPLIES
52133	MONTHLY DISCOUNT PROGRAM	54125	PW - TRAFFIC PAINT
52134	CONTRACT ADMINISTRATION	54126	PW-PREMARKS
52135	ENERGY CONSERVATION PROGRAM	54127	PW - SIGN POSTS/SHEETING
52136	PHOTOVOLTAIC RATES/INCENTIVE	54128	PW - COLD PATCH MATERIAL
52137	PUBLIC BENEFITS PROGRAM MGMT	54129	PW - TACK OIL
52138	NCPA PUBLIC BENEFITS PROGRAM	54130	PW - SAFETY
52139	RESEARCH, DEVELOPMENT & DEMO	54131	PW - BARRICADES & CONES
52140	LITIGATION EXPENSES	54160	HR - CITY LIABILITY & CONTRACT
52145	DETACHMENT-SEWER-UVSD	54161	HR - BACKGROUND & PHYSICALS
52150	LEGAL SERVICES/EXPENSES	54162	HR - ADVERTISING
52151	AFLAC & PERS INSUR ADMIN FEES	54163	HR - INTERVIEW SUPPLIES
52170	UKIAH WASTE SOLUTIONS	54164	HR - FORMS & OTHER DIV. EXP.
52171	RESIDENTIAL BILLING CHARGE	54165	HR - NEW EMPLOYEE FINGERPRINT
52172	COMMERCIAL OVERSIGHT FEE	54166	HR - DOT TESTING PROGRAM
52180	SECURITY SERVICES	54167	HR - EMPLOYEE DEVELOPMENT
52301	PROPERTY TAX ADMIN FEE	54168	HR - REMIF SAFETY TRNG & SUPPO
52302	AMBULANCE FEES	54201	PRISONER EXPENSE
52303	REHIT SUPPORT	54202	MAJOR CRIME INVETIGATIONS
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	54330	COMPUTER AND TECHNOLOGY
52510	ADVERTISING & PROMOTION	54500	EQUIP RENTS AND LEASES
52515	ADVERTISING & PUBLICATION	54700	FINES & PENALTIES
52521	LIABILITY INSURANCE PREMIUM	55100	TELEPHONE
52522	LIABILITY INSURANCE DEDUCT	55200	PG&E
52523	BOILER/MACHINERY PREMIUMS	55210	UTILITIES
52524	PROPERTY INSURANCE	56100	VEHICLE & EQUIPMENT MAINT. & R
52525	WORKER'S COMP. EXPENSE	56110	CITY GARAGE - PARTS

56121	R & M RADIO EQUIPMENT	56111	CITY GARAGE - LABOR
56122	R & M NON-AUTO EMS EQUIPMENT	56112	EQUIPMENT PARTS FOR RESALE
56123	R & M COMPUTERS	56120	EQUIPMENT MAINTENANCE & REPAIR
56124	MAINT CONTRACT DEFIBULATORS	80235	SYSTEM MAINTENANCE
56130	EXTERNAL SERVICES	80236	EMERGENCY/CONTINGENCY
56210	FUEL & FLUIDS	90100	LOAN PROCEEDS
56300	BUILDING MAINT. & REPAIR	90101	LOAN PAYMENT RECEIVED
56410	EQUIPMENT RENTAL - PRIVATE	90301	LOAN REPAYMENT
56504	FACILITY MAINTENANCE & REPAIR	90410	BOND PROCEEDS
56600	AIRFIELD MAINTENANCE & REPAIR		
56700	LANDFILL CLOSURE EXPENSE		
57100	CONFERENCE & TRAINING		
57101	CONF & TRAINING-AQUATICS		
57102	CONF & TRAINING-PARKS STAFF		
57200	MEETINGS		
57300	MEMBERSHIPS & SUBSCRIPTIONS		
58101	NCPA PLANT GENERATION		
58102	NCPA POWER PURCHASES		
58103	NCPA TRANSMISSION		
58104	NCPA MANAGEMENT SERVICES		
58105	NCPA THIRD PARTY SALES		
58106	NCPA PASS THROUGH COSTS		
58107	NCPA COMMITMENTS ACTIVITY		
58201	WATER PURCHASES		
58202	WATER TREATMENT PLANT CHEMICAL		
58401	AVIATION FUEL		
58410	GARAGE LUBRICANTS & PARTS		
58510	REIMBRABLE JOBS		
59100	PROPERTY TAXES PAID		
59101	FEES		
59102	FRANCHISE FEES		
59350	PURCHASE DISCOUNTS TAKEN		
59400	OTHER EXPENSES		
70101	LOAN PAYMENTS MADE		
70102	BOND INTEREST PAYMENTS		
70110	BOND ISSUANCE COSTS		
70201	LOAN PRINCIPAL PAYMENTS		
70202	BOND PRINCIPAL PAYMENTS		
80100	MACHINERY & EQUIPMENT		
80200	BUILDINGS ACQUISITION		
80210	LAND ACQUISITION		
80220	BUILDING IMPROVEMENTS		
80230	INFRASTRUCTURE		
80231	RECYCLING STUDY 50% GRANT MATC		
80232	LINE REPLACEMENTS		
80233	MAIN REPLACEMENTS		
80234	INFLOW/INFILTRATION		

List of Checks Presented for Approval on 11/6/2020

The following list of bills payable was reviewed and approved for payment.

CR 11/6/20

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ABD ENGINEERING & DESIGN, INC.	20200813	COUNCIL CHAMBER AVV UPGRADE -	\$1,038.75	20822500-80220	BUILDING IMPROVEMENTS	\$1,038.75
	20201013	COUNCIL CHAMBER AVV UPGRADE -	\$1,706.25	20822500-80220	BUILDING IMPROVEMENTS	\$1,706.25
Vendor Total:						\$2,745.00
ALL-GUARD ALARM SYSTEMS INC	A297668	MONTHLY MONITORING AT WWTP	\$91.40	84027225-52180	SECURITY SERVICES	\$91.40
Vendor Total:						\$91.40
ALTEC INC	3541046	RENTAL - BACKYARD DIGGER DERRI	\$5,918.88	80026120-54100	SUPPLIES	\$5,918.88
Vendor Total:						\$5,918.88
AMAZON CAPITAL SERVICES	1YFX-V1WG-TK4D	CIRCUIT BREAKERS	\$92.43	10021210-56130	EXTERNAL SERVICES	\$92.43
	1P7R-H93L-KGDM	FLEXIBLE DUST HOSE	\$29.16	77725200-56130	EXTERNAL SERVICES	\$29.16
	1RPM-9MXL-TRC3	STEEL ROD PAWS	\$45.57	84027221-56130	EXTERNAL SERVICES	\$45.57
	1THQ-RT4W-WW99	LED HEADLAMP FLASHLIGHTS	\$326.40	82027114-54100	SUPPLIES	\$163.20
				84027221-54100	SUPPLIES	\$163.20
	1JR7-YG3T-3RD9	SONAX CARE PAD, VINYL & RUBBER CLEANER	\$92.89	84027221-54100	SUPPLIES	\$92.89
Vendor Total:						\$586.45
AXON ENTERPRISE INC	SI-1690525	PATROL CAR CAMERA SYSTEM	\$293.97	63420250-54100	SUPPLIES	\$293.97
	SI-1691679	PATROL CAR CAMERA SYSTEM	\$1,642.92	63420250-54100	SUPPLIES	\$1,642.92
	SI-1692494	PATROL CAR CAMERA SYSTEM	\$1,685.39	63420250-54100	SUPPLIES	\$1,685.39
Vendor Total:						\$3,622.28
BAY AREA BARRICADE SERVICE INC	0016870	NO PARKING SIGNS	\$408.12	10024620-54120	PW - SPECIAL SUPPLIES	\$408.12
Vendor Total:						\$408.12
BAZZANI'S BITCHIN STITCHIN	350	LOADER SEAT REPAIR	\$350.00	10024620-56130	EXTERNAL SERVICES	\$350.00
Vendor Total:						\$350.00
BOUND TREE MEDICAL LLC	83721407	EMS SUPPLIES	\$7.07	10021210-54107	EMS SUPPLIES	\$3.54
				91521400-54107	EMS SUPPLIES	\$3.53

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BOUND TREE MEDICAL LLC	83821054	EMS SUPPLIES	\$136.46	10021210-54107	EMS SUPPLIES	\$68.23
				91521400-54107	EMS SUPPLIES	\$68.23
	83716190	EMS SUPPLIES	\$207.25	10021210-54107	EMS SUPPLIES	\$103.62
				91521400-54107	EMS SUPPLIES	\$103.63
	83815214	EMS SUPPLIES	\$281.60	10021210-54107	EMS SUPPLIES	\$140.80
				91521400-54107	EMS SUPPLIES	\$140.80
	Vendor Total:					\$632.38
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT	A20022	REGISTRATION - R DONAHUE, I MADRIGAL	\$332.00	10020210-57100	LEARNING AND DEVELOPMENT	\$332.00
				Vendor Total:		
BWS DISTRIBUTORS INC	261274	MATERIALS TO CALIBRATE GAS MONITOR	\$111.32	80026120-54100	SUPPLIES	\$111.32
				Vendor Total:		
CA SURVEYING & DRAFTING SUPPLY INC	155320/1	BOND 24LBS PRES, INK MT BLK	\$318.73	10024210-54100	SUPPLIES	\$106.25
				82027110-54100	SUPPLIES	\$106.24
				84027225-54100	SUPPLIES	\$106.24
				Vendor Total:		
CANTEEN SERVICE	5975:008500	WATER FILTRATION SERVICE POLIC	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
				Vendor Total:		
CASEY DILL	BA FY 20/21	BOOT ALLOWANCE	\$150.00	10024620-54120	PW - SPECIAL SUPPLIES	\$150.00
				Vendor Total:		
CHRIS PITTMAN	TA 11/15-20/20	TRAVEL ADVANCE	\$1,285.05	20620232-57100	LEARNING AND DEVELOPMENT	\$1,285.05
				Vendor Total:		
CITIBANK N.A.	SF-D 23668	GERM X SANITIZER	\$257.87	10024224-54100	SUPPLIES	\$257.87
				Vendor Total:		
COMCAST	5488 NOV 20	INTERNET SERVICES	\$89.86	10021210-55100	TELEPHONE	\$44.93
				91521400-55100	TELEPHONE	\$44.93
				Vendor Total:		
DEPARTMENT OF JUSTICE	466650	FINGERPRINTS	\$130.00	10022900-54169	LIVESCAN	\$98.00
				20016100-54165	NEW EMPLOYEE FINGERPRINT	\$32.00

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEPARTMENT OF JUSTICE	472014	FINGERPRINTS	\$531.00	10022900-54169	LIVESCAN	\$403.00
				20016100-54165	NEW EMPLOYEE FINGERPRINT	\$128.00
				Vendor Total:		\$661.00
DEPT OF FORESTRY & FIRE PROTECTION	1210715	CFSTES REGISTRATION	\$80.00	91521400-57100	LEARNING AND DEVELOPMENT	\$40.00
				91721400-57100	LEARNING AND DEVELOPMENT	\$40.00
				Vendor Total:		\$80.00
DETROIT INDUSTRIAL TOOL	581560	12" CUTOFF BLADES	\$674.03	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.15)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.77)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.15)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.15)
				82027114-54100	SUPPLIES	\$5.11
				82027114-54100	SUPPLIES	\$337.02
				84027221-54100	SUPPLIES	\$5.11
				84027221-54100	SUPPLIES	\$337.01
				Vendor Total:		\$674.03
EPIC AVIATION LLC	7361921	JET A FUEL	\$13,271.20	77725200-58401	AVIATION FUEL	\$13,271.20
				Vendor Total:		\$13,271.20
EVERGREEN JOB & SAFETY TRAINING INC	1210	JOB AND SAFETY TRAINING - OCTOBER	\$2,109.12	80026110-52100	CONTRACTUAL SERVICES	\$2,109.12
				Vendor Total:		\$2,109.12
FAMILY TREE RESOURCE INC	2020793	TREE TRIMMING PER CONTRACT 19	\$12,906.00	80026110-52100	CONTRACTUAL SERVICES	\$12,906.00
				Vendor Total:		\$12,906.00
FASTENAL	CAUKA40734	CSHACLMP 1-1/8ODS/S	\$559.84	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$559.84
	CAUKA40647	92-616 XS DISP GLOVES	\$44.39	20513300-54100	SUPPLIES	\$44.39
	CAUKA40648	SAFETY GLASSES	\$179.62	84027221-54100	SUPPLIES	\$179.62
				Vendor Total:		\$783.85
FLEETPRIDE	62042878	6 HOLE HUBCAPS	\$90.68	20324100-58510	REIMBURSABLE JOBS	\$90.68
				Vendor Total:		\$90.68

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FREIGHTQUOTE. COM INC	6126137354	FREIGHT TO SHIP 2 FAIRBANKS-MO	\$1,390.65	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,390.65
					Vendor Total:	\$1,390.65
GARTON TRACTOR INC	CU53639	GEARMORE #11005109: COMPLETE	\$1,250.94	10022100-56130	EXTERNAL SERVICES	\$1,250.94
	CU54989	COUPLING, HOSE	\$210.35	10024620-56130	EXTERNAL SERVICES	\$210.35
	CU54863	ASSY TIRE, 2 FLOOR	\$890.44	84027225-56130	EXTERNAL SERVICES	\$890.44
					Vendor Total:	\$2,351.73
GARY B LEE	LMI 313-010	ALL LABOR, MATERIALS AND EXPEN	\$4,910.77	80026220-52100	CONTRACTUAL SERVICES	\$4,910.77
					Vendor Total:	\$4,910.77
GENERAL SERVICES AGENCY	NOV 20	SPANISH MTN SUBLEASE MO RENT	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
					Vendor Total:	\$50.00
GEORGE DUTTON	20-053	NARRATIVE APPRAISAL REPORT FOR	\$1,250.00	80026400-52100	CONTRACTUAL SERVICES	\$1,250.00
					Vendor Total:	\$1,250.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI025150	RELAY, SPST 200A 12V WATERPROOF TROMBETTA	\$122.64	10021210-56130	EXTERNAL SERVICES	\$122.64
					Vendor Total:	\$122.64
GRANITE CONSTRUCTION COMPANY	1905328	MISC ROCK & ROAD PATCH MATERIA	\$204.86	82027114-54100	SUPPLIES	\$204.86
					Vendor Total:	\$204.86
HAYMAN REFRIGERATION AND AIR CONDITIONING	220109	SERVICE ON ICE MACHINE	\$410.85	80026110-52100	CONTRACTUAL SERVICES	\$410.85
					Vendor Total:	\$410.85
HERC RENTALS INC	31428727-006	WATER TRUCK RENTAL APRIL - NOV	\$2,825.79	82027114-52100	CONTRACTUAL SERVICES	\$2,825.79
	31770207-001	RENTAL OR PURCHASE OF MISC EQU	\$293.45	84027221-56410	EQUIPMENT RENTAL - PRIVATE	\$293.45
					Vendor Total:	\$3,119.24
HILDEBRAND CONSULTING LLC	246	ON-GOING SEWER UTILITY BILLING	\$2,100.00	20513300-52100	CONTRACTUAL SERVICES	\$2,100.00
					Vendor Total:	\$2,100.00
INTEGRITY SHRED LLC	112019	DOCUMENT SHREDDING	\$28.50	20016100-52100	CONTRACTUAL SERVICES	\$28.50
	111020	DOCUMENT SHREDDING	\$28.50	10020210-54100	SUPPLIES	\$14.25

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTEGRITY SHRED LLC	111020	DOCUMENT SHREDDING	\$28.50	20620231-54100	SUPPLIES	\$14.25
					Vendor Total:	\$57.00
INTERSTATE BATTERIES	321300	BATTERY	\$129.42	80026110-56130	EXTERNAL SERVICES	\$129.42
	380043715	BATTERIES	\$258.85	80026110-56130	EXTERNAL SERVICES	\$258.85
	385176	BATTERIES	\$302.40	80026110-56130	EXTERNAL SERVICES	\$302.40
	380043939	BATTERIES	\$280.62	82027114-56130	EXTERNAL SERVICES	\$280.62
	321266	BATTERIES	\$302.40	84027225-56130	EXTERNAL SERVICES	\$302.40
					Vendor Total:	\$1,273.69
JUDY CHAN	NOV 20	NOV 20 RENT - MASON ST	\$1,448.00	10022100-52600	RENT	\$1,448.00
					Vendor Total:	\$1,448.00
KAREN ROCKEL	TR 10/19-20/20	TRAVEL REIMBURSEMENT	\$142.60	20620232-57100	LEARNING AND DEVELOPMENT	\$142.60
					Vendor Total:	\$142.60
LIEBERT CASSIDY WHITMORE	1507992	LEGAL SERVICES - PERSONNEL	\$162.00	20016100-52100	CONTRACTUAL SERVICES	\$162.00
	1507994	LEGAL SERVICES - PERSONNEL	\$1,443.00	20016100-52100	CONTRACTUAL SERVICES	\$1,443.00
					Vendor Total:	\$1,605.00
LYLY'S RADIATORS & MUFFLERS	30783	CLEAN DPF	\$375.00	10021210-56130	EXTERNAL SERVICES	\$375.00
	30788	CLEAN DPF	\$400.00	82027114-56130	EXTERNAL SERVICES	\$400.00
					Vendor Total:	\$775.00
MATHESON TRI-GAS INC	22534904	OXYGEN & MISC. AS NEEDED	\$59.21	80026210-54100	SUPPLIES	\$59.21
					Vendor Total:	\$59.21
MEAD & HUNT INC	308709	AIRPORT LAND USE PLAN UPDATE	\$396.00	10023100-52100	CONTRACTUAL SERVICES	\$264.00
				77725200-52100	CONTRACTUAL SERVICES	\$132.00
					Vendor Total:	\$396.00
MINTIER HARNISH LP	UKIAHGPU-13	GPU, EIR & ADVANCED PLANNING S	\$991.25	31523100-52100	CONTRACTUAL SERVICES	\$991.25
	UKIAHGPU-11	GPU, EIR & ADVANCED PLANNING S	\$1,707.34	31523100-52100	CONTRACTUAL SERVICES	\$1,707.34
	UKIAHGPU-12	GPU, EIR & ADVANCED PLANNING S	\$1,722.90	31523100-52100	CONTRACTUAL SERVICES	\$1,722.90
					Vendor Total:	\$4,421.49
MOIRS	163584	8'16' 2PC TELEPOLE, SKIMMER	\$50.71	82027111-56300	BUILDING MAINT. & REPAIR	\$50.71
	163442	CHLORINE	\$345.83	82027111-58202	CHEMICALS	\$345.83

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOIRS	163583	CHLORINE	\$461.11	82027111-58202	CHEMICALS	\$461.11
	163447	MURIATIC ACID	\$490.99	10022300-54106	SPECIALTY SUPPLIES	\$490.99
					Vendor Total:	\$1,348.64
MOORE ZAMORA INC	0000007566	PROVIDE ALL LABOR, EQUIPMENT A	\$12,765.00	84027225-56300	BUILDING MAINT. & REPAIR	\$12,765.00
					Vendor Total:	\$12,765.00
MOTION INDUSTRIES INC	CA23-522412	BEARING, FITTINGS & MISC. ITEM	\$49.30	77725200-56130	EXTERNAL SERVICES	\$49.30
					Vendor Total:	\$49.30
NOR-CAL RECYCLED ROCK & AGGREGATES INC	20386	MISC ROCK & ROAD PATCH MATERIA	\$1,880.37	82027114-54100	SUPPLIES	\$940.18
				84027221-54100	SUPPLIES	\$940.19
					Vendor Total:	\$1,880.37
ONE TIME PAY VENDOR	121073-1	UTILTIY REFUND- FERNANDO CALDERON & AUREA MAQUEDA	\$53.87	90100000-10421	UTILITY RECEIVABLES CLEARING	\$53.87
					Vendor Total:	\$53.87
ONLINE INFORMATION SRVS INC	1024606	UTILITY EXCHANGE REPORTING FY	\$385.92	20513300-52100	CONTRACTUAL SERVICES	\$385.92
					Vendor Total:	\$385.92
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 OCT 20	OCT 20 HEALTH INSURANCE	\$1,497.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,497.00
					Vendor Total:	\$1,497.00
OPPERMAN & SON INC	01P37780	BALL STUD	\$4.36	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$4.36
	01P37901	12V SOLENOID	\$85.97	10021210-56130	EXTERNAL SERVICES	\$85.97
	01P37791	12V SOLENOID	\$91.49	10021210-56130	EXTERNAL SERVICES	\$91.49
	01P37279	80A CIR BREAKER	\$132.78	10021210-56130	EXTERNAL SERVICES	\$66.39
				91521400-56130	EXTERNAL SERVICES	\$66.39
	01P37877	3" RED FLEXTRA HOSE/FT	\$150.97	77725200-56130	EXTERNAL SERVICES	\$150.97
	01P37709	HOOD LATCH, FREIGHTLINER	\$32.64	80026110-56130	EXTERNAL SERVICES	\$32.64
	01P37899	OIL FILTER	\$34.43	80026110-56130	EXTERNAL SERVICES	\$34.43
	01P37770	ALLISON 4" DEEP SUMP FILTER	\$106.52	80026110-56130	EXTERNAL SERVICES	\$106.52
	01P37771	ALLISON 4" DEEP SUM FILTER	\$124.06	80026110-56130	EXTERNAL SERVICES	\$124.06
	01P37878	ALLISON 4" DEEP SUMP FILTER	\$124.12	80026110-56130	EXTERNAL SERVICES	\$124.12

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P37435	COUPLER	\$296.65	80026110-56130	EXTERNAL SERVICES	\$296.65
	01P38005	DPF GASKET	\$148.45	82027114-56130	EXTERNAL SERVICES	\$148.45
	01P38054	DPF GASKET	\$148.57	82027114-56130	EXTERNAL SERVICES	\$148.57
	01P37699	HOOD LATCH KIT PETERBILT	\$31.69	84027221-56130	EXTERNAL SERVICES	\$31.69
	01P36778.02	2 INCH ELBOW	\$33.97	84027221-56130	EXTERNAL SERVICES	\$16.98
				84027221-56130	EXTERNAL SERVICES	\$16.99
	01P37879	ALLISON 4" DEEP SUMP FILTER	\$106.67	84027221-56130	EXTERNAL SERVICES	\$106.67
	01P37373	LED STROBE	\$156.36	84027221-56130	EXTERNAL SERVICES	\$156.36
	01P37822	COOLANT RESERVOIR	\$359.42	84027221-56130	EXTERNAL SERVICES	\$359.42
	01P37787	EMERGENCY AIR HORN	\$168.18	91521400-56130	EXTERNAL SERVICES	\$168.18
	01P37307	TIE END RETURN	(\$95.30)	20324100-58510	REIMBURSABLE JOBS	(\$95.30)
	01P37747	D-2 AIR GOVERNOR	\$22.84	20324100-58510	REIMBURSABLE JOBS	\$22.84
	01O37323	AIR FILTER SEC/AIR PANEL	\$28.88	20324100-58510	REIMBURSABLE JOBS	\$28.88
	01P37439	AIR FILTER	\$92.02	20324100-58510	REIMBURSABLE JOBS	\$92.02
	01P37312	RELAY W 40AMP BREAKER	\$187.94	20324100-58510	REIMBURSABLE JOBS	\$187.94
	01P37275	AIR FILTERS, OIL/FUEL FILTERS	\$298.32	20324100-58510	REIMBURSABLE JOBS	\$298.32
	01P37492	FABCO TIE ROD END	\$757.91	20324100-58510	REIMBURSABLE JOBS	\$757.91
	Vendor Total:					\$3,629.91
OWEN EQUIPMENT SALES	00050978	INLET WELDMENT	\$696.58	84027221-56130	EXTERNAL SERVICES	\$696.58
	00050977	INLET WELDMENT	\$785.06	84027221-56130	EXTERNAL SERVICES	\$785.06
	00051027	DEBRIS HOSES 8X6	\$1,079.88	84027221-56130	EXTERNAL SERVICES	\$1,079.88
Vendor Total:						\$2,561.52
PETERSON TRUCKS INC	CM231813R	RETURN FILTERS	(\$94.25)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$94.25)
	231747R	FLUID, WIN 116END	\$19.87	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$19.87
	232506R	FLUID, FILTER	\$56.90	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$56.90
	CM231344R	CORE RETURN	(\$62.36)	10024620-56130	EXTERNAL SERVICES	(\$62.36)
	231746R	FILTERS	\$25.01	10024620-56130	EXTERNAL SERVICES	\$25.01
	231813R	FILTERS	\$147.40	80026110-56130	EXTERNAL SERVICES	\$147.40

List of Checks Presented for Approval on 11/6/2020

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON TRUCKS INC	232122R	FILTERS	\$76.29	91521400-56130	EXTERNAL SERVICES	\$76.29
					Vendor Total:	\$168.86
PF PETTIBONE & CO	179443	19-0319-REAM XEROGRAPHIC	\$372.40	20012500-54100	SUPPLIES	\$372.40
					Vendor Total:	\$372.40
PFM ASSET MANAGEMENT LLC	SMA-M0920-19637	FINANCIAL ADVISORY SERVICES	\$2,711.27	20015100-52100	CONTRACTUAL SERVICES	\$2,711.27
					Vendor Total:	\$2,711.27
POWER ENGINEERS INC	369623	TASK ORDER #6: HYDRO STATION S	\$799.92	80026400-52100	CONTRACTUAL SERVICES	\$799.92
					Vendor Total:	\$799.92
REDWOOD COAST FUELS	2188164	CARDLOCK FUEL PURCHASES	\$8,514.15	10020210-56210	FUEL & FLUIDS	\$2,283.00
				10022100-56210	FUEL & FLUIDS	\$693.08
				10022810-56210	FUEL & FLUIDS	\$52.19
				10024210-56210	FUEL & FLUIDS	\$18.53
				10024620-56210	FUEL & FLUIDS	\$848.10
				20324100-56210	FUEL & FLUIDS	\$261.82
				20513382-56210	FUEL & FLUIDS	\$28.75
				20822500-56210	FUEL & FLUIDS	\$67.69
				80026400-56210	FUEL & FLUIDS	\$1,262.53
				82027111-56210	FUEL & FLUIDS	\$285.42
				82027114-56210	FUEL & FLUIDS	\$18.53
				82027114-56210	FUEL & FLUIDS	\$50.59
				82027114-56210	FUEL & FLUIDS	\$431.38
				82027114-56210	FUEL & FLUIDS	\$920.72
				84027221-56210	FUEL & FLUIDS	\$18.52
				84027221-56210	FUEL & FLUIDS	\$367.47
				84027221-56210	FUEL & FLUIDS	\$784.31
				84027225-56210	FUEL & FLUIDS	\$121.52
	3139570	CARDLOCK FUEL PURCHASES	\$474.87	20824300-56210	FUEL & FLUIDS	\$474.87
	2187574	CARDLOCK FUEL PURCHASES	\$64.35	20324100-58410	GARAGE LUBRICANTS & PARTS	\$64.35
					Vendor Total:	\$9,053.37

List of Checks Presented for Approval on 11/6/2020

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	20-11 HEALTHCOMP	NOV 20 MEDICAL, DENTAL, VISION	\$280,448.56	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$455.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,193.96
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$15,150.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$241,992.00
				20700000-20510	REMIF DENTAL	\$17,472.60
				20700000-20511	REMIF VISION	\$3,185.00
				Vendor Total:		\$280,448.56
ROGINA WATER COMPANY	14355 SEP 20	WATER SERVICES - 1301 TALMAGE RD	\$23.89	10021210-55210	UTILITIES	\$11.94
				91521400-55210	UTILITIES	\$11.95
				Vendor Total:		\$23.89
ROUND TABLE PIZZA	14-012	EMERGENCY MEAL - OUTAGE 377 HILLVIEW AVE	\$196.03	80026400-54100	SUPPLIES	\$196.03
				Vendor Total:		\$196.03
SAFARILAND LLC	1010-328789	NIK TEST U - SODIUM NITROPRUSSIDE	\$440.00	10020210-54100	SUPPLIES	\$440.00
				Vendor Total:		\$440.00
SCOTT BRANSON	DV102820	REIMBURSEMENT-EQUIPMENT RENTAL	\$205.37	80126100-80220	BUILDING IMPROVEMENTS	\$205.37
				Vendor Total:		\$205.37
STAPLES CREDIT PLAN	72259	WWTP LAB SUPPLIES	\$336.80	84027225-54103	LAB SUPPLIES	\$336.80
	60172	STAPLES, ESSAY/DOCUMENTS	\$94.97	10022700-54100	SUPPLIES	\$94.97
	77088	TONER, POST-ITS	\$97.95	10022850-54100	SUPPLIES	\$97.95
	76820	HP 305A BLK	\$100.15	77725200-54100	SUPPLIES	\$100.15
	73479	ACER EB321HQ 32 FHD IPS	\$195.96	82027111-54100	SUPPLIES	\$195.96
	77003	WWTP OFFICE SUPPLIES	\$66.38	84027225-54100	SUPPLIES	\$66.38
			Vendor Total:		\$892.21	
SUNCOAST RESEARCH LABS INC	41374	CITRUS KING - FLOATING LIFT ST	\$4,785.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$23.93)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$5.96)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$23.93)

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SUNCOAST RESEARCH LABS INC	41374	CITRUS KING - FLOATING LIFT ST	\$4,785.00	90000000-23028	MEASURE Y DISTRICT TAX	(\$23.93)
				90000000-23013	STATE USE TAX LIABILITY	(\$346.92)
				84027221-54100	SUPPLIES	\$424.67
				84027221-54100	SUPPLIES	\$4,785.00
				Vendor Total:		\$4,785.00
SYDNEY DEARBORN	R0989997	REIMBURSEMENT FOR MEDICAL INSURANCE	\$188.03	91500000-20561	ACCRUED SICK	\$188.03
				Vendor Total:		\$188.03
TGIF REPAIRS INC	6252	PRINTER MAINTENANCE	\$135.00	20913900-52100	CONTRACTUAL SERVICES	\$135.00
				Vendor Total:		\$135.00
UKIAH AUTO DISMANTLERS, LLC	265	AVA TOWS	\$300.00	10020210-52100	CONTRACTUAL SERVICES	\$300.00
				Vendor Total:		\$300.00
UKIAH PAPER SUPPLY	I516261	JANITORIAL SUPPLIES, MISC AS N	\$552.46	10021210-56300	BUILDING MAINT. & REPAIR	\$138.11
				91521400-56300	BUILDING MAINT. & REPAIR	\$138.11
				91521400-54100	SUPPLIES	\$138.12
				91721400-54100	SUPPLIES	\$138.12
	I515589	JANITORIAL SUPPLIES, MISC AS N	\$91.66	73022600-56300	BUILDING MAINT. & REPAIR	\$91.66
	I515697	JANITORIAL SUPPLIES, MISC AS N	\$112.42	20824300-52100	CONTRACTUAL SERVICES	\$112.42
	I515441	JANITORIAL SUPPLIES, MISC AS N	\$15.37	10024224-54100	SUPPLIES	\$15.37
	I515900	JANITORIAL SUPPLIES, MISC AS N	\$10.55	20822500-54100	SUPPLIES	\$10.55
	I515466	JANITORIAL SUPPLIES, MISC AS N	\$239.24	20822500-54100	SUPPLIES	\$239.24
	I515995	JANITORIAL SUPPLIES, MISC AS N	\$662.11	80026120-54100	SUPPLIES	\$662.11
	I516285	JANITORIAL SUPPLIES, MISC AS N	\$115.75	82027114-54100	SUPPLIES	\$115.75
	515888	JANITORIAL SUPPLIES, MISC AS N	\$174.54	84027225-54100	SUPPLIES	\$174.54
	I515525	JANITORIAL SUPPLIES, MISC AS N	\$266.95	84027225-54100	SUPPLIES	\$266.95
	Vendor Total:		\$2,241.05			
	UKIAH VALLEY SANITATION DIST	DV110520	AGENCY WITHDRAWL	\$563,959.22	94200000-94800	AGENCY WITHDRAWL
94300000-94800					AGENCY WITHDRAWL	\$563,779.14

List of Checks Presented for Approval on 11/6/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH VALLEY SANITATION DIST	DV110520	AGENCY WITHDRAWAL	\$563,959.22	95200000-94800	AGENCY WITHDRAWAL	\$177.66
Vendor Total: *****						\$563,959.22
UNITED SITE SERVICES	114-11115723	PORTABLE TOILET RENTAL	\$178.15	10022100-52100	CONTRACTUAL SERVICES	\$178.15
	114-11115724	PORTABLE TOILET RENTAL	\$178.15	10022100-52100	CONTRACTUAL SERVICES	\$178.15
	114-11115726	PORTABLE TOILET RENTAL	\$143.99	80026220-52100	CONTRACTUAL SERVICES	\$143.99
Vendor Total: -----						\$500.29
UPS	0000E19R54430	SHIPPING CHARGES	\$14.43	84027225-54101	POSTAGE	\$14.43
Vendor Total: -----						\$14.43
VERIZON WIRELESS	9865286011	DATA & EMERGENCY LOANER PHONES	\$2,436.08	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$38.01
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$38.00
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$54.03
				20012100-55100	TELEPHONE	\$38.01
				20913900-55100	TELEPHONE	\$315.12
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$118.03
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$351.01
				82027110-55100	TELEPHONE	\$117.19
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$300.14
				84027221-55100	TELEPHONE	\$463.14
				84027225-55100	TELEPHONE	\$49.08
Vendor Total: -----						\$2,436.08

List of Checks Presented for Approval on 11/6/2020

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WARD WIEMAN	27354	DIABLO CARBIDE TIPPED BLADES	\$917.68	82027114-54100	SUPPLIES	\$458.84
				84027221-54100	SUPPLIES	\$458.84
				Vendor Total:		\$917.68
WATTS REGULATOR COMPANY	24689	DESICCANT REFILLS	\$208.48	84027225-56125	LAB EQUIP- REPAIR & MAINT.	\$208.48
				Vendor Total:		\$208.48
WAXIE SANITARY SUPPLY	79567559	TRASH BAGS, MOP HEAD, HOT CUPS	\$500.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.31)
				20822500-54100	SUPPLIES	\$2.31
				20822500-54100	SUPPLIES	\$500.00
				Vendor Total:		\$500.00
WELTY, WEAVER & CURRIE	2447	LEGAL SERVICES - WATER RESOURC	\$2,637.50	20014000-52150	LEGAL SERVICES/ EXPENSES	\$2,637.50
	2448	LEGAL SERVICES - WATER RESOURC	\$6,975.00	82027110-52150	LEGAL SERVICES/ EXPENSES	\$6,975.00
	Vendor Total:		\$9,612.50			
WESCO DISTRIBUTION INC	175931	CMC L4D8-750-I TRANSF CONN	\$731.64	80000000-12104	INVENTORY - PURCHASES	\$731.64
				Vendor Total:		\$731.64
WEX BANK	67913449	FUEL FOR POLICE	\$139.28	10020210-56210	FUEL & FLUIDS	\$139.28
				Vendor Total:		\$139.28
WILLOW COUNTY WATER DIST	10010 OCT 20	WATER SERVICE - 1500 S STATE ST	\$66.88	10021210-55210	UTILITIES	\$33.44
				91521400-55210	UTILITIES	\$33.44
	81154 OCT 20	WATER SERVICE - SEWER TREATMENT PLANT	\$24.24	84027225-55210	UTILITIES	\$24.24
				Vendor Total:		\$91.12
	INVOICE TOTAL:					

List of Checks Presented for Approval on 11/13/20

The following list of bills payable was reviewed and approved for payment.

Sgt. Sargian

D. R. J.

OR 11/13/20

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	313642	4PSH 4" PVC SUCTION HOSE	\$1,603.47	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,603.47
	313359	6MP-8FPX	\$25.22	80026110-56130	EXTERNAL SERVICES	\$25.22
	313376	1 1/2" BAND-IT CLAMPS	\$139.14	84027221-56130	EXTERNAL SERVICES	\$139.14
	313430	2 1/2X50' DBL JACKETED MILL HOSE	\$218.83	10024620-54120	PW - SPECIAL SUPPLIES	\$218.83
	313787	ALLOY CHAINS, MASTER LINKS	\$189.86	80026110-54100	SUPPLIES	\$189.86
	313782	ALLOY CHAINS, SLING HOOKS, GRAB HOOKS	\$720.34	82027114-54100	SUPPLIES	\$360.17
				84027221-54100	SUPPLIES	\$360.17
					Vendor Total:	\$2,896.86
ADAMSON POLICE PRODUCTS	INV338582	NFPA ION LIGHTS, MOUNTING BRACKETS	\$197.49	10020210-56130	EXTERNAL SERVICES	\$197.49
	INV338989	MOUNTING BRACKETS, ION LIGHS	\$275.86	10020210-56130	EXTERNAL SERVICES	\$275.86
	INV338994	600 LIN SUPER LED RED LENS	\$305.91	91521400-56130	EXTERNAL SERVICES	\$305.91
					Vendor Total:	\$779.26
AL SMATSKY	97	DESIGN, ENGINEERING & CONSULTA	\$10,070.00	80126100-80230	INFRASTRUCTURE	\$10,070.00
					Vendor Total:	\$10,070.00
ALL GUARD ALARM SYSTEMS INC	S102774	SERVICE PULL STATION AT WWTP	\$225.00	84027225-56300	BUILDING MAINT. & REPAIR	\$225.00
					Vendor Total:	\$225.00
AMAZON CAPITAL SERVICES	1D6G-HLT1-HJ6L	DIESEL FILTER	\$118.67	80026110-56130	EXTERNAL SERVICES	\$118.67
	1G3H-VNTT-VFXJ	DEWALT HEAVY DUTY RADIOS	\$841.12	10022840-54100	SUPPLIES	\$841.12
	1NY1-PHVH-VP7T	UPS BACKUP	\$107.76	20012500-54100	SUPPLIES	\$107.76
	1Y3Y-M1M6-DXW7	RAIN GEAR FOR WTP	\$424.84	82027111-54100	SUPPLIES	\$424.84
	1QVL-H4MG-PNQ4	SCREEN PROTECTORS FOR IPADS	\$43.52	82027114-54100	SUPPLIES	\$21.76
				84027221-54100	SUPPLIES	\$21.76
	1TV4-L7PD-PYY7	HAZMAT COMPLIANCE SIGNS	\$54.11	84027225-54100	SUPPLIES	\$54.11
					Vendor Total:	\$1,590.02

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22300229	2020 LTS FACILITY POOL FEE	\$200.00	10022300-54100	SUPPLIES	\$200.00
					Vendor Total:	\$200.00
ANIXTER	4698738-00	SEVICE ENTRANCE SLEEVE	\$240.61	80000000-12104	INVENTORY - PURCHASES	\$240.61
					Vendor Total:	\$240.61
ANTHONY DELAPO JR	TA 11/17-18/20	TRAVEL ADVANCE	\$189.23	10020210-57100	LEARNING AND DEVELOPMENT	\$189.23
					Vendor Total:	\$189.23
ARROW FENCING	81069	INSTALLATION OF TEMPORARY FENC	\$8,303.88	10024620-52100	CONTRACTUAL SERVICES	\$8,303.88
	81077	6 TEMP FENCE PANELS	\$217.59	84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$217.59
	81094	TEMP FENCING FOR THOMAS PLAZA	\$358.00	20012600-54100	SUPPLIES	\$358.00
					Vendor Total:	\$8,879.47
AT&T	2799 NOV 20	INTERNET	\$89.12	10022100-55100	TELEPHONE	\$89.12
	3138 OCT 20	DSL FOR 911 REMOTE SUPPORT	\$101.65	20620231-55100	TELEPHONE	\$101.65
					Vendor Total:	\$190.77
AXON ENTERPRISE INC	SI-1680920	REGISTRATION - A DEPALO, C CROOK	\$495.00	10020210-57100	LEARNING AND DEVELOPMENT	\$495.00
					Vendor Total:	\$495.00
DANIEL F MEAD	50555	DUPLICATE KEYS, REPAIRS & MISC	\$84.00	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$84.00
					Vendor Total:	\$84.00
EMILY TILLEY	DV110520	REIMBURSEMENT - DAY CAMP/COVID SUPPLIES	\$160.43	10022840-54100	SUPPLIES	\$160.43
					Vendor Total:	\$160.43
FAMILY TREE RESOURCE INC	2020749	TREE TRIMMING PER CONTRACT 19	\$17,208.00	80026110-52100	CONTRACTUAL SERVICES	\$17,208.00
	2020750	TREE TRIMMING PER CONTRACT 19	\$17,208.00	80026110-52100	CONTRACTUAL SERVICES	\$17,208.00
					Vendor Total:	\$34,416.00
FASTENAL	CAUKA40827	MISC. SUPPLIES AS NEEDED	\$423.95	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$423.95
					Vendor Total:	\$423.95
FEDERAL EXPRESS	7-166-26884	SHIPPING CHARGES	\$214.39	10020210-54101	POSTAGE	\$214.39
					Vendor Total:	\$214.39
GABRIEL QUINONEZ	DV110920	REIMBURSEMENT- MEAL RECYCLED WATER POND	\$49.16	82027111-57100	LEARNING AND DEVELOPMENT	\$49.16

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GABRIEL QUINONEZ	BA FY 20/21	BOOT ALLOWANCE	\$150.00	82027111-54100	SUPPLIES	\$150.00
					Vendor Total:	\$199.16
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI025262	AUTO SLACK	\$280.35	20324100-58510	REIMBURSABLE JOBS	\$280.35
	CI025171	#KIT15001 BRAKE CALIPER HW KIT	\$2,330.22	20324100-58510	REIMBURSABLE JOBS	\$2,330.22
					Vendor Total:	\$2,610.57
GRANITE CONSTRUCTION COMPANY	1909580	MISC ROCK & ROAD PATCH MATERIA	\$112.03	82027114-54100	SUPPLIES	\$112.03
	1904464	1116-1/2"HMA64-16R25	\$2,248.88	84027221-54100	SUPPLIES	\$2,248.88
					Vendor Total:	\$2,360.91
HERC RENTALS INC	31740396-001	STUMP GRINDER 10-19 HP GAS	\$239.33	10024620-54120	PW - SPECIAL SUPPLIES	\$239.33
					Vendor Total:	\$239.33
HOME ENERGY ASSISTANCE PROGRAM	60450-4	UTILITY REFUND-SHYLA ALLISTON	\$268.91	90100000-10421	UTILITY RECEIVABLES CLEARING	\$268.91
					Vendor Total:	\$268.91
IBEW, LOCAL 1245	20-11 IBEW	NOV 20 ELECTRIC UNIT UNION DUE	\$1,858.98	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,858.98
					Vendor Total:	\$1,858.98
KNOWBE4 INC	INV102585	KNOEWBE4 SECURITY AWARENESS TR	\$3,960.00	20913900-54320	SOFTWARE	\$3,960.00
					Vendor Total:	\$3,960.00
LANGUAGE LINE SERVICE INC	10100982	TRANSLATION AND INTERPRETING S	\$19.79	20012300-52100	CONTRACTUAL SERVICES	\$19.79
					Vendor Total:	\$19.79
LEGAL SHIELD	38295 OCT 20	OCT 20 PRE-PAID LEGAL SERVICES	\$77.70	20700000-20526	PREPAID LEGAL - AFLAC	\$77.70
	38295 SEP 20	SEP 20 PRE-PAID LEGAL SERVICES	\$77.70	20700000-20526	PREPAID LEGAL - AFLAC	\$77.70
					Vendor Total:	\$155.40
LES SCHWAB TIRE CENTER	64000502748	FLAT REPAIR	\$37.00	10024620-56130	EXTERNAL SERVICES	\$37.00
	64000502952	FLAT REPAIR/DOUBLE COIN RR150 HIGHWAY TIRE	\$443.76	10024620-56130	EXTERNAL SERVICES	\$443.76
	64000504332	TURF TUBLESS TIRES/TUBLESS VALVE STEM	\$647.15	77725200-56130	EXTERNAL SERVICES	\$647.15
					Vendor Total:	\$1,127.91
MENDO MILL & LUMBER CO	173271/1	CARTRIDGE FILTER	\$37.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$37.00
					Vendor Total:	\$37.00

List of Checks Presented for Approval on 11/13/20

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NCPA	006102-1120027	NOV 20 NCPA	\$867,435.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$41,496.00
				80026440-58101	NCPA PLANT GENERATION	\$117,752.00
				80026440-58102	NCPA POWER PURCHASES	\$456,802.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$34,241.00)
				80026440-58103	NCPA TRANSMISSION	\$285,626.00
				Vendor Total:		\$867,435.00
OLDCASTLE PRECAST INC	030295392	UKIAH 504 VAULT PER DRAWING 92	\$5,632.05	80126100-80230	INFRASTRUCTURE	\$5,632.05
					Vendor Total:	
ONE TIME PAY VENDOR	124088-6	UTILITY REFUND-MOUNTANOS PROPERTIES	\$21.57	90100000-10421	UTILITY RECEIVABLES CLEARING	\$21.57
	122843-6	UTILITY REFUND-GUILLON INC CONSTRUCTION	\$30.32	90100000-10421	UTILITY RECEIVABLES CLEARING	\$30.32
	Vendor Total:		\$51.89			
OPERATING ENGINEERS UNION	2011-1	NOV 20 MISC UNION DUES	\$1,105.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,105.00
	2011	NOV 20 MISC UNION DUES	\$1,680.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,680.00
	Vendor Total:		\$2,785.00			
OREILLY AUTO PARTS	2707-292528	14OZ BRAKE CLEANER	\$52.00	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$52.00
	2707-285732	STARTER	\$192.75	10020210-56130	EXTERNAL SERVICES	\$192.75
	2707-290375	PC-ROTORS, DISC PAD SETS	\$718.07	10020210-56130	EXTERNAL SERVICES	\$718.07
	Vendor Total:		\$962.82			
PACE SUPPLY CORPORATION	026432127-1	MISC. ITEMS AS NEEDED	\$123.93	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$123.93
	026432127	MISC. ITEMS AS NEEDED	\$224.20	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$224.20
	026461031	MISC. ITEMS AS NEEDED	\$428.45	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$428.45
	026461145	MISC. ITEMS AS NEEDED	\$88.39	84027225-54102	SMALL TOOLS	\$88.39
	Vendor Total:		\$864.97			
POWER ENGINEERS INC	378965	TASK ORDER #6: HYDRO STATION S	\$3,168.88	80026400-52100	CONTRACTUAL SERVICES	\$3,168.88
					Vendor Total:	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PSOMAS	166931	LAND SURVEYOR & MAPPING SERVIC	\$9,942.00	82027110-52100	CONTRACTUAL SERVICES	\$9,942.00
					Vendor Total:	\$9,942.00
R EMMETT JONES	OCT 20	MANAGEMENT ADVISORY SERVICES	\$675.00	77725200-52100	CONTRACTUAL SERVICES	\$675.00
					Vendor Total:	\$675.00
REDWOOD TREE SERVICE STATIONS INC	OCT 20	CAR WASHES & INTERIOR CLEANING	\$360.00	10021210-56130	EXTERNAL SERVICES	\$360.00
					Vendor Total:	\$360.00
ROUND TABLE PIZZA	14-002	WATER DEPT MTG LUNCH	\$106.45	82027111-57100	LEARNING AND DEVELOPMENT	\$106.45
	14-017	WATER MAIN BREAK MEAL	\$138.88	82027114-57100	LEARNING AND DEVELOPMENT	\$138.88
	14-013	RECYCLED WATER MTG LUNCH	\$65.30	83027330-57100	LEARNING AND DEVELOPMENT	\$65.30
					Vendor Total:	\$310.63
RYAN PROCESS INC	R2010037	DENORA 1870 E ANALYZER PARTS	\$430.07	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$430.07
					Vendor Total:	\$430.07
SAFEWAY INC	OCT 20	MISC. PURCHASES AS REQUIRED	\$1,649.24	90000000-23219	PUMPKINFEST	\$29.02
				10022700-54100	SUPPLIES	\$50.04
				10022840-54100	SUPPLIES	\$1,508.39
				82027111-54100	SUPPLIES	\$61.79
					Vendor Total:	\$1,649.24
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	106643	DESIGN & CONST. MGMNT FOR ZONE	\$1,190.00	82227113-80230	INFRASTRUCTURE	\$1,190.00
	107086	COMPACTION TESTING FOR SPEC 19	\$2,891.60	82227113-80230	INFRASTRUCTURE	\$738.14
				84427221-80230	INFRASTRUCTURE	\$2,153.46
	106952	DESIGN & CONST. MGMNT FOR ZONE	\$5,106.25	82227113-80230	INFRASTRUCTURE	\$5,106.25
					Vendor Total:	\$9,187.85
STATE WATER RESOURCES CONTROL BOARD	525623	PERMIT REGISTRATION DOCUMENT APPLICATION FEE	\$820.00	10024210-52100	CONTRACTUAL SERVICES	\$820.00
	DV110320	WATERWASTE CERTIFICATE - R BARTON	\$110.00	84027225-57100	LEARNING AND DEVELOPMENT	\$110.00
					Vendor Total:	\$930.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SUSAN SCHMIRL	122900-4	PHOTOVOLTAIC REFUND	\$203.58	90100000-10421	UTILITY RECEIVABLES CLEARING	\$203.58
					Vendor Total:	\$203.58
SWANK MOTION PICTURES INC	DB 29405411	HALLOWEEN SPECIAL EVENT MOVIES	\$790.00	90000000-23256	SPECIAL EVENTS TRUST	\$790.00
					Vendor Total:	\$790.00
THURSTON CHRYSLER DODGE JEEP RAM	19633	ROTORS	\$699.03	10020210-56130	EXTERNAL SERVICES	\$699.03
					Vendor Total:	\$699.03
TKP ENTERPRISE, INC	087848	DAYCAMP/COVID	\$38.61	10022840-54100	SUPPLIES	\$38.61
	117748	DAYCAMP/COVID	\$125.41	10022840-54100	SUPPLIES	\$125.41
	173532	DAYCAMP/COVID	\$162.91	10022840-54100	SUPPLIES	\$162.91
	173528	DAYCAMP/COVID	\$328.02	10022840-54100	SUPPLIES	\$328.02
					Vendor Total:	\$654.95
UKIAH AUTO PARTS	183132	OIL FILTER	\$16.77	10020210-56130	EXTERNAL SERVICES	\$16.77
	183497	FILTER, FUEL FILTER	\$25.73	10020210-56130	EXTERNAL SERVICES	\$25.73
	184446	OIL FILTER, AIR FILTER, CABIN AIR FILTER	\$58.84	10020210-56130	EXTERNAL SERVICES	\$58.84
	183971	BLISTER PACK CAPSULES	\$30.46	10024620-56130	EXTERNAL SERVICES	\$30.46
	181204	MUD FLAP	\$41.35	10024620-56130	EXTERNAL SERVICES	\$41.35
	184497	O-RING	\$8.82	77725200-56130	EXTERNAL SERVICES	\$8.82
	181095	FUEL FILTER	\$28.95	80026110-56130	EXTERNAL SERVICES	\$28.95
	181100	AIR FILTER	\$105.49	80026110-56130	EXTERNAL SERVICES	\$105.49
	183061	PULL STARTER	\$105.16	82027114-56130	EXTERNAL SERVICES	\$105.16
	180896	REFLECTOR, TIRE VALVE	\$43.59	84027221-56130	EXTERNAL SERVICES	\$43.59
	184464	BATTERY, CORE DEPOSIT	\$345.85	84027225-56130	EXTERNAL SERVICES	\$345.85
	182602	FLASHER - ELECTRO MECH	\$14.69	91521400-56130	EXTERNAL SERVICES	\$14.69
	184045	PAN/CLIP	\$13.44	10024620-54120	PW - SPECIAL SUPPLIES	\$13.44
	182983	FHP TRUFLEX VBELT	\$9.25	80026210-54100	SUPPLIES	\$9.25
					Vendor Total:	\$848.39

List of Checks Presented for Approval on 11/13/20

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH MAIN STREET PROGRAM	3RD QTR - 2020	3RD QTR 2020 DOWNTOWN IMPROVEMENT	\$3,254.32	31217100-52100	CONTRACTUAL SERVICES	\$3,254.32
Vendor Total:						\$3,254.32
UNIVAR USA INC	48796155	SODIUM HYDROXIDE 30% FY 2021	\$4,131.94	82027111-58202	CHEMICALS	\$4,131.94
Vendor Total:						\$4,131.94
US BANK EQUIPMENT FINANCE	500-0445872-000	COPYSTAR LEASE PAYOFF	\$142.63	10021210-54500	EQUIP RENTS AND LEASES	\$71.32
				91521400-54500	EQUIP RENTS AND LEASES	\$71.31
Vendor Total:						\$142.63
USA BLUEBOOK	387609	PH COLOR DISC TEST KIT	\$103.01	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.48)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.48)
				82027111-54100	SUPPLIES	\$0.96
				82027111-54100	SUPPLIES	\$103.01
				403577	COUPLER, ADAPTER	\$128.71
				403375	BACK PRESSURE VALVE	\$196.87
				Vendor Total:		\$428.59
VAUGHANS INDUSTRIAL REPAIR INC	027636	LABOR AND MATERIALS TO RECEIVE	\$47,478.37	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$47,478.37
Vendor Total:						\$47,478.37
WAGNER & BONSIGNORE	10-20-825	ENG SVCS FOR WATER RIGHT PERMI	\$130.00	82027110-52100	CONTRACTUAL SERVICES	\$130.00
Vendor Total:						\$130.00
WIPF CONSTRUCTION LLC	5487	DELIVERY OF VARIOUS MATERIALS	\$625.00	80126100-80230	INFRASTRUCTURE	\$625.00
Vendor Total:						\$625.00
INVOICE TOTAL:						\$1,037,665.15

List of Checks Presented for Approval on 11/20/20

The following list of bills payable was reviewed and approved for payment.

Sgt. S. S. S.

D. S. S.

CR 11/20/20

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	0104490-UKIAH	ANALYZE WATER SAMPLES OR TTHM	\$320.00	82027111-52100	CONTRACTUAL SERVICES	\$320.00
Vendor Total:						\$320.00
AMAZON CAPITAL SERVICES	1P7R-H93L-T3G7	18V BATTERIES	\$952.58	80026120-54102	SMALL TOOLS	\$952.58
	1641-F4DM-FH3N	BATTERIES	\$137.10	80026400-54100	SUPPLIES	\$137.10
Vendor Total:						\$1,089.68
AT&T	00001554431	T1 TO INTERNET FOR DOJ/CLETS	\$218.87	10020210-55100	TELEPHONE	\$109.44
				20620231-55100	TELEPHONE	\$109.43
	00001559854	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	00001554283	FIBER INTERNET GATEWAY	\$1,439.12	20913900-55100	TELEPHONE	\$1,439.12
	00001559894	TELEPHONE SERVICES	\$5,279.35	20913900-55100	TELEPHONE	\$5,279.35
	1718 NOV 20	CC TERMINAL	\$224.97	77725200-55100	TELEPHONE	\$224.97
Vendor Total:						\$7,736.06
B & B INDUSTRIAL SUPPLY INC	221171	MISC. MATERIALS AS NEEDED	\$8.29	20822500-56300	BUILDING MAINT. & REPAIR	\$8.29
	221193	MISC. MATERIALS AS NEEDED	\$24.15	10020210-56130	EXTERNAL SERVICES	\$24.15
	221219	MISC. MATERIALS AS NEEDED	\$298.51	10021210-56130	EXTERNAL SERVICES	\$298.51
	221064	MISC. MATERIALS AS NEEDED	\$28.66	10024620-56130	EXTERNAL SERVICES	\$28.66
	220665	MISC. MATERIALS AS NEEDED	\$49.54	80026110-54100	SUPPLIES	\$49.54
	221007	MISC. MATERIALS AS NEEDED	\$107.96	82027111-54100	SUPPLIES	\$107.96
Vendor Total:						\$517.11
BROADCASTING CORP OF MENDOCINO CO	590-00038-0001	2020 BROADCASTING PUMPKIN FEST	\$900.00	90000000-23219	PUMPKINFEST	\$900.00
Vendor Total:						\$900.00
BUSINESS CARD	VCFXHXNDW	FACEBOOK ADVERTISING	\$169.63	20012300-52510	ADVERTISING & PROMOTION	\$169.63
	SF-D 22882	FURNITURE PADS	\$27.22	80126100-80220	BUILDING IMPROVEMENTS	\$27.22

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	78592	6" TYPE F COUPLER	\$43.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.13)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				80026220-54100	SUPPLIES	\$0.23
				80026220-54100	SUPPLIES	\$43.00
	39105	SAFETY DECALS	\$204.08	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.02)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.02)
				77725200-56130	EXTERNAL SERVICES	\$18.12
				77725200-56130	EXTERNAL SERVICES	\$204.08
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.02)
				90000000-23013	STATE USE TAX LIABILITY	(\$14.80)
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.13)
	23635	AIRPORT LIGHTING CABLE END STRIPPER	\$244.61	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.27)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.13)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.13)
				90000000-23013	STATE USE TAX LIABILITY	(\$16.31)
				77725200-54100	SUPPLIES	\$19.97
				77725200-54100	SUPPLIES	\$244.61
	46944	MENS LINE WATCH - PD	\$309.25	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.55)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.38)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.55)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.55)
				90000000-23013	STATE USE TAX LIABILITY	(\$22.42)
				10020210-54100	SUPPLIES	\$27.45
	32753	OB-BA METER LAMP	\$544.95	10020210-54100	SUPPLIES	\$309.25
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.73)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.67)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	32753	OB-BA METER LAMP	\$544.95	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.73)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.73)
				90000000-23013	STATE USE TAX LIABILITY	(\$39.51)
				80026400-54100	SUPPLIES	\$48.37
				80026400-54100	SUPPLIES	\$544.95
	124554066	DEWALT 2-WAY RADIOS	\$855.03	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$4.00)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.00)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.00)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.00)
				90000000-23013	STATE USE TAX LIABILITY	(\$58.00)
				10022840-54100	SUPPLIES	\$71.00
				10022840-54100	SUPPLIES	\$855.03
	20-0957	AUTO AIR VENT	\$616.55	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$616.55
	46885	NORTHSTAR #106130 SELF PRIMING	\$1,695.90	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,695.90
	46909	ALLIED MOULDED AMEC363012T, 36	\$4,342.10	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,342.10
	Q3196-2	DIGGING CHAIN, BARS, DRIVE SPROCKET	\$883.32	82027114-56130	EXTERNAL SERVICES	\$441.66
				84027221-56130	EXTERNAL SERVICES	\$441.66
	100969650	REGISTRATION - M KEIZER	\$219.00	10023320-57100	LEARNING AND DEVELOPMENT	\$219.00
	349710	REGISTRATION - S SAGIACOMO	\$25.00	20012100-57100	LEARNING AND DEVELOPMENT	\$25.00
	763678	REGISTRATION - D BUFFALO	\$79.00	20013400-57100	LEARNING AND DEVELOPMENT	\$79.00
	2985312	REGISTRATION - M HORGER	\$35.00	20413510-57100	LEARNING AND DEVELOPMENT	\$17.50
				20413520-57100	LEARNING AND DEVELOPMENT	\$17.50
	552005	REGISTRATION - C GOWAN	\$122.55	84027225-57100	LEARNING AND DEVELOPMENT	\$122.55

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	552014	REGISTRATION - M ANLIKER	\$122.55	84027225-57100	LEARNING AND DEVELOPMENT	\$122.55
	102220	ADOBE PHOTOGRAPHY ANNUAL PLAN	\$119.88	10022700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$119.88
	102320	ADOBE PHOTOGRAPHY ANNUAL PLAN	\$119.88	10022700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$119.88
	1151825	MEMBERSHIP - K CUMMINS	\$258.00	20013220-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$258.00
	101220	SUBSCRIPTION - D BUFFALO	\$19.49	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$19.49
	110120	SUBSCRIPTION - EVERNOTE	\$69.99	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$69.99
	1-16358515229	MEMBERSHIP - S UPADHYAY	\$251.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$251.00
	374625	PRISONER EXPENSES	\$367.67	10020210-54201	PRISONER EXPENSE	\$367.67
	129882.1	INTERNATIONAL TRANSACTION FEE	\$6.20	10020210-54100	SUPPLIES	\$6.20
	W0100571424 7690	FLOWERS - PEER SUPPORT - P INFANTE	\$51.21	10020210-54100	SUPPLIES	\$51.21
	129882	PRINTING SERVICES	\$206.50	10020210-54100	SUPPLIES	\$206.50
	1466959	DURACELL ULTRA BULK BATTERIES	\$217.75	10020210-54100	SUPPLIES	\$217.75
	20049172.00	PACT CLUB TIMER, WRENCH W/10 BIT SET	\$223.59	10020210-54100	SUPPLIES	\$223.59
	4754A	NECK GAITER MASKS	\$993.75	10020210-54100	SUPPLIES	\$993.75
	58549965	FOOD STORAGES - DAYCAMP	\$393.41	10022840-54100	SUPPLIES	\$393.41
	58456497	FOOD STORAGES - DAYCAMP	\$439.05	10022840-54100	SUPPLIES	\$439.05
	110620	BANDANA SUPPLY & FINANCE CHARGE	\$926.60	20012200-54100	SUPPLIES	\$926.60
	1810-5251	8" BAUER TYPE SOCKET W/O-RING	\$337.46	80026220-54100	SUPPLIES	\$337.46
	60573	T2 ENCLOSED FOR IPAD 10.2	\$228.63	82027114-54100	SUPPLIES	\$114.31
				84027221-54100	SUPPLIES	\$114.32
Vendor Total:						\$15,768.80
CAROLLO ENGINEERS INC	0191934	DESIGN PHASES I&II RECYCLED WA	\$12,948.35	83027330-80230	INFRASTRUCTURE	\$12,948.35
						\$12,948.35
CHROMAGRAPHICS	75007	BUSINESS CARDS- E SINGLETON, R NELSON, R RAMSEIER,I	\$673.16	91521400-54100	SUPPLIES	\$336.58
				91721400-54100	SUPPLIES	\$336.58
						\$673.16

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CITY OF UKIAH	5898	PERMIT FEES- EV CHARGING STATION	\$132.87	80000000-48180	CAP AND TRADE - EUD	\$132.87
					Vendor Total:	\$132.87
CODE PUBLISHING COMPANY	68170	CODIFICATION SERVICES AS PER AGREEMENT	\$1,104.00	20012500-52100	CONTRACTUAL SERVICES	\$1,104.00
					Vendor Total:	\$1,104.00
COFFEE CRITIC INC, THE	R24643	MISC. COFFEE SUPPLIES AS NEEDED	\$180.00	91521400-54100	SUPPLIES	\$90.00
				91721400-54100	SUPPLIES	\$90.00
	R24796	MISC. COFFEE SUPPLIES AS NEEDED	\$315.00	91521400-54100	SUPPLIES	\$157.50
				91721400-54100	SUPPLIES	\$157.50
					Vendor Total:	\$495.00
COMCAST	1067 NOV 20	INTERNET SERVICES	\$114.81	10021210-55100	TELEPHONE	\$57.40
				91521400-55100	TELEPHONE	\$57.41
	1296 NOV 20	INTERNET SERVICES	\$168.40	20913900-55100	TELEPHONE	\$168.40
	9780 NOV 20	INTERNET SERVICES	\$130.88	73022600-55100	TELEPHONE	\$130.88
					Vendor Total:	\$414.09
CONCUR TECHNOLOGIES INC	10190011639	CONCUR EXPENSE PAY SOFTWARE L	\$457.20	20413500-54320	SOFTWARE	\$457.20
					Vendor Total:	\$457.20
DAN BUFFALO	CPA122312.2 020	REIMBURSEMENT- CPA LICENSE RENEWAL	\$250.00	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$250.00
					Vendor Total:	\$250.00
DEEP VALLEY SECURITY	368779 6	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	368779	ALARM SERVICES PER ATTACHED CO	\$278.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	368779 5	SECURITY UPGRADE & MONITORING/	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	368779 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	368779 2	SECURITY MONITORING SVCS - STR	\$34.95	20824300-52180	SECURITY SERVICES	\$34.95
	368779 3	SECURITY MONITORING SVCS - GAR	\$46.95	20824300-52180	SECURITY SERVICES	\$46.95
	368779 4	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
	Vendor Total:					\$529.35
DIAMOND D CONSTRUCTION	1920263 RET	CONTRACT 1920263 RETAINAGE	\$8,264.62	80100000-20150	AP CONTRACT RETAINAGE	\$3,000.00
				80100000-20150	AP CONTRACT RETAINAGE	\$5,264.62
				Vendor Total:		
E SOURCE COMPANIES LLC	2572	PM FOR UTILITY BILLING CIS REP	\$5,408.50	20513300-52100	CONTRACTUAL SERVICES	\$5,408.50
					Vendor Total:	
EFAX CORPORATE	3048361	EFAX SERVICES	\$149.50	20012200-52100	CONTRACTUAL SERVICES	\$149.50
					Vendor Total:	
FARWEST LINE SPECIALTIES LLC	316562	HIGHLINER WESCO LACE BOOTS	\$397.00	80026120-54100	SUPPLIES	\$397.00
					Vendor Total:	
FEDERAL EXPRESS	7-174-37609	SHIPPING CHARGES	\$27.04	10020210-54101	POSTAGE	\$27.04
					Vendor Total:	
FRIEDMANS HOME IMPROVEMENT	INV11809958	MISC. ITEMS AS NEEDED	\$101.95	20822500-56300	BUILDING MAINT. & REPAIR	\$101.95
	INV11767964	MISC. ITEMS AS NEEDED	\$171.01	20822500-56300	BUILDING MAINT. & REPAIR	\$171.01
	INV11816398	MISC. ITEMS AS NEEDED	\$30.39	77725200-56300	BUILDING MAINT. & REPAIR	\$30.39
	INV11763113	MISC. ITEMS AS NEEDED	\$72.13	77725200-56300	BUILDING MAINT. & REPAIR	\$72.13
	INV11892372	MISC. ITEMS AS NEEDED	\$231.84	77725200-56300	BUILDING MAINT. & REPAIR	\$231.84
	INV11898544	MISC. ITEMS AS NEEDED	\$279.81	77725200-56300	BUILDING MAINT. & REPAIR	\$279.81
	INV11762202	MISC. ITEMS AS NEEDED	\$377.16	77725200-56300	BUILDING MAINT. & REPAIR	\$377.16
	INV11905030	MISC. ITEMS AS NEEDED	\$565.22	77725200-56300	BUILDING MAINT. & REPAIR	\$565.22
	INV11892287	MISC. ITEMS AS NEEDED	\$3.80	82027111-56300	BUILDING MAINT. & REPAIR	\$3.80
	INV11745362	MISC. ITEMS AS NEEDED	\$8.07	84027225-56300	BUILDING MAINT. & REPAIR	\$8.07
	INV11851074	MISC. ITEMS AS NEEDED	\$21.15	84027225-56300	BUILDING MAINT. & REPAIR	\$21.15
	INV11780198	MISC. ITEMS AS NEEDED	\$67.55	84027225-56300	BUILDING MAINT. & REPAIR	\$67.55
	INV11767764	MISC. ITEMS AS NEEDED	\$74.19	84027225-56300	BUILDING MAINT. & REPAIR	\$74.19

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FRIEDMANS HOME IMPROVEMENT	INV11775773	MISC. ITEMS AS NEEDED	\$21.58	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$21.58
	INV11886264	MISC. ITEMS AS NEEDED	\$27.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.00
	INV11904699	MISC. ITEMS AS NEEDED	\$41.01	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$41.01
	INV11845960	MISC. ITEMS AS NEEDED	\$41.55	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$41.55
	INV11775928	MISC. ITEMS AS NEEDED	\$56.01	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$56.01
	INV11856761	MISC. ITEMS AS NEEDED	\$75.48	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.48
	INV11850635	MISC. ITEMS AS NEEDED	\$25.02	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$25.02
	INV11780601	MISC. ITEMS AS NEEDED	\$87.30	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$87.30
	INV11780614	MISC. ITEMS AS NEEDED	\$115.81	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$115.81
	INV11898265	MISC. ITEMS AS NEEDED	\$43.18	12024200-80230	INFRASTRUCTURE	\$43.18
	INV11892721	MISC. ITEMS AS NEEDED	\$116.42	12024200-80230	INFRASTRUCTURE	\$116.42
	INV11886610	MISC. ITEMS AS NEEDED	\$76.62	80126100-80230	INFRASTRUCTURE	\$76.62
	INV11739332	MISC. ITEMS AS NEEDED	\$104.14	80126100-80230	INFRASTRUCTURE	\$104.14
	INV11857101	MISC. ITEMS AS NEEDED	\$108.44	80126100-80230	INFRASTRUCTURE	\$108.44
	INV11816247	MISC. ITEMS AS NEEDED	\$109.79	80126100-80230	INFRASTRUCTURE	\$109.79
	INV11851464	MISC. ITEMS AS NEEDED	\$24.98	10024620-54120	PW - SPECIAL SUPPLIES	\$24.98
	INV11763661	MISC. ITEMS AS NEEDED	\$72.42	10024620-54120	PW - SPECIAL SUPPLIES	\$72.42
	INV11862555	MISC. ITEMS AS NEEDED	\$87.90	10024620-54120	PW - SPECIAL SUPPLIES	\$87.90
	INV11904374	MISC. ITEMS AS NEEDED	\$464.37	20324100-54102	SMALL TOOLS	\$464.37
	INV11862594	MISC. ITEMS AS NEEDED	\$27.12	10022300-54106	SPECIALTY SUPPLIES	\$27.12
	INV11892383	MISC. ITEMS AS NEEDED	\$26.11	10022100-54100	SUPPLIES	\$26.11
	INV11816464	MISC. ITEMS AS NEEDED	\$382.48	10022100-54100	SUPPLIES	\$382.48
	INV11816463	MISC. ITEMS AS NEEDED	\$42.31	10022700-54100	SUPPLIES	\$42.31
	INV11828203	MISC. ITEMS AS NEEDED	\$45.43	10022700-54100	SUPPLIES	\$45.43
	INV11850446	MISC. ITEMS AS NEEDED	\$38.10	10024210-54100	SUPPLIES	\$38.10
	INV11892440	MISC. ITEMS AS NEEDED	\$6.13	20822500-54100	SUPPLIES	\$6.13

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FRIEDMANS HOME IMPROVEMENT	INV11898940	MISC. ITEMS AS NEEDED	\$56.54	20822500-54100	SUPPLIES	\$56.54
	INV11862708	MISC. ITEMS AS NEEDED	\$103.02	20822500-54100	SUPPLIES	\$103.02
	INV11780547	MISC. ITEMS AS NEEDED	\$659.45	20822500-54100	SUPPLIES	\$659.45
	INV11803655	MISC. ITEMS AS NEEDED	\$10.12	20824300-54100	SUPPLIES	\$10.12
	INV11856539	MISC. ITEMS AS NEEDED	\$44.63	80026110-54100	SUPPLIES	\$44.63
	INV11810700	MISC. ITEMS AS NEEDED	\$266.22	80026110-54100	SUPPLIES	\$266.22
	CN-106401	MISC. ITEMS AS NEEDED	(\$11.15)	80026120-54100	SUPPLIES	(\$11.15)
	INV11827638	MISC. ITEMS AS NEEDED	\$78.59	80026120-54100	SUPPLIES	\$78.59
	INV11850646	MISC. ITEMS AS NEEDED	\$62.33	80026210-54100	SUPPLIES	\$62.33
	INV11892931	MISC. ITEMS AS NEEDED	\$10.72	80026220-54100	SUPPLIES	\$10.72
	INV11898934	MISC. ITEMS AS NEEDED	\$185.06	82027110-54100	SUPPLIES	\$92.53
				84027221-54100	SUPPLIES	\$92.53
	INV11892726	MISC. ITEMS AS NEEDED	\$217.72	82027110-54100	SUPPLIES	\$108.86
				84027221-54100	SUPPLIES	\$108.86
	INV11775410	MISC. ITEMS AS NEEDED	\$118.18	82027111-54100	SUPPLIES	\$118.18
	INV11739225	MISC. ITEMS AS NEEDED	\$155.62	82027111-54100	SUPPLIES	\$155.62
	INV11844875	MISC. ITEMS AS NEEDED	\$177.18	82027111-54100	SUPPLIES	\$177.18
	INV11768015	MISC. ITEMS AS NEEDED	\$258.01	82027111-54100	SUPPLIES	\$258.01
	INV11856724	MISC. ITEMS AS NEEDED	\$276.52	82027111-54100	SUPPLIES	\$276.52
	INV11850589	MISC. ITEMS AS NEEDED	\$34.83	84027221-54100	SUPPLIES	\$34.83
	INV11844455	MISC. ITEMS AS NEEDED	\$45.06	84027221-54100	SUPPLIES	\$45.06
	INV11768272	MISC. ITEMS AS NEEDED	\$54.02	84027221-54100	SUPPLIES	\$54.02
	INV11892405	#24851B N-12 PROLINK 24" X 20"	\$1,157.65	84027221-54100	SUPPLIES	\$1,157.65
	INV11763508	MISC. ITEMS AS NEEDED	\$4.58	84027225-54100	SUPPLIES	\$4.58
				Vendor Total:		\$8,235.87
GCR TIRES & SERVICES	851-50757	TIRES, TUBES, REPARIS & LABOR	\$222.89	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$222.89
	851-50794	TIRES, TUBES, REPARIS & LABOR	\$166.26	10020210-56130	EXTERNAL SERVICES	\$166.26
	851-50745	TIRES, TUBES, REPARIS & LABOR	\$373.82	10020210-56130	EXTERNAL SERVICES	\$373.82
	851-50793	TIRES, TUBES, REPARIS & LABOR	\$398.33	10020210-56130	EXTERNAL SERVICES	\$398.33

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GCR TIRES & SERVICES	851-50876	TIRES, TUBES, REPARIS & LABOR	\$185.77	10021210-56130	EXTERNAL SERVICES	\$185.77
	851-50736	TIRES, TUBES, REPARIS & LABOR	\$456.12	10024620-56130	EXTERNAL SERVICES	\$456.12
	851-50841	TIRES, TUBES, REPARIS & LABOR	\$220.86	80026110-56130	EXTERNAL SERVICES	\$220.86
	851-50868	TIRES, TUBES, REPARIS & LABOR	\$86.13	84027225-56130	EXTERNAL SERVICES	\$86.13
	851-50869	TIRES, TUBES, REPARIS & LABOR	\$741.12	84027225-56130	EXTERNAL SERVICES	\$741.12
Vendor Total:						\$2,851.30
GHD INC	151791	DOWNTOWN STREETSCAPE - UNDERGR	\$8,323.75	12024200-80230	INFRASTRUCTURE	\$7,044.84
				50924200-80230	INFRASTRUCTURE	\$401.41
				82227113-80230	INFRASTRUCTURE	\$438.75
				84427221-80230	INFRASTRUCTURE	\$438.75
				Vendor Total:		\$8,323.75
GRAYBAR ELECTRIC CO INC	9318399720	FLUKE #374 CLAMP METER	\$1,163.90	80026120-54100	SUPPLIES	\$1,163.90
					Vendor Total:	
IAN BROESKE	TA 12/8-10/20	TRAVEL ADVANCE	\$726.30	10021210-57100	LEARNING AND DEVELOPMENT	\$363.15
				91521400-57100	LEARNING AND DEVELOPMENT	\$363.15
				Vendor Total:		\$726.30
INTEGRITY SHRED LLC	112516	DOCUMENT SHREDDING	\$57.00	20513300-52100	CONTRACTUAL SERVICES	\$57.00
	111995	DOCUMENT SHREDDING	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
	Vendor Total:		\$114.00			
JOHNSON CONTROLS FIRE PROTECTION LP	21901059	HALON SAFETY TEST/INSPECTION	\$541.20	20822500-56300	BUILDING MAINT. & REPAIR	\$541.20
					Vendor Total:	
KATHERINE ESCOBEDO	DV102420 1	INSTRUCTOR	\$700.00	10022850-52100	CONTRACTUAL SERVICES	\$700.00
	DV102420	INSTRUCTOR	\$707.00	10022850-52100	CONTRACTUAL SERVICES	\$707.00
	DV102420 2	INSTRUCTOR	\$735.00	10022850-52100	CONTRACTUAL SERVICES	\$735.00
	DV102420 3	INSTRUCTOR	\$735.00	10022850-52100	CONTRACTUAL SERVICES	\$735.00
	DV102420 4	INSTRUCTOR	\$735.00	10022850-52100	CONTRACTUAL SERVICES	\$735.00
	DV102420 5	INSTRUCTOR	\$735.00	10022850-52100	CONTRACTUAL SERVICES	\$735.00
Vendor Total:						\$4,347.00

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LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20200930	LEXIS NEXUS LE PLUS SEARCHING	\$80.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$80.00
	1410964-20201031	LEXIS NEXUS LE PLUS SEARCHING	\$81.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$81.00
	Vendor Total:					\$161.00
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	20207-4	SLA/MAINTENANCE AGREEMENT FY20	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	20208-4	SLA/MAINTENANCE AGREEMENT FY20	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	20209-4	SLA/MAINTENANCE AGREEMENT FY20	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	Vendor Total:					\$1,575.00
MILLVIEW COUNTY WATER DISTRICT	UVFA OCT 20	WATER SERVICES	\$65.27	10021210-55210	UTILITIES	\$32.63
				91521400-55210	UTILITIES	\$32.64
				Vendor Total:		
MINTIER HARNISH LP	UKIAHSB2-07	GPU, EIR & ADVANCED PLANNING S	\$11,336.25	31523100-52100	CONTRACTUAL SERVICES	\$11,336.25
					Vendor Total:	
OLENIK FENCE CO	1752	ALL LABOR, MATERIALS AND EQUIP	\$3,460.53	80026210-52100	CONTRACTUAL SERVICES	\$3,460.53
					Vendor Total:	
OLGA KEOUGH	CPA 2020	REIMBURSEMENT-CPA LICENSE	\$250.00	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$250.00
					Vendor Total:	
OLIN CORPORATION	2895267	LIQUID SODIUM HYPOCHLORITE FY	\$4,185.18	84027225-58202	CHEMICALS	\$4,185.18
					Vendor Total:	
ONE TIME PAY VENDOR	DV111720	REFUND-PLANNING PERMIT, STEVE REDDING	\$732.44	90000000-21111	PLANNING PERMIT ESCROW	\$732.44
					Vendor Total:	
ONESOURCE DISTRIBUTORS LLC	S6536534.001	GRIP CABLE RISER, CRS SPLICE TENSION	\$282.54	80000000-12104	INVENTORY - PURCHASES	\$282.54
					Vendor Total:	
PACE SUPPLY CORPORATION	026346628	(CL-608) CLAMP, REPAIR, ROMAC	\$1,488.67	82000000-12104	INVENTORY - PURCHASES	\$1,488.67
	026440583	MISC. ITEMS AS NEEDED	\$44.93	82027114-54100	SUPPLIES	\$44.93
	026442704	MISC. ITEMS AS NEEDED	\$214.96	82027114-54100	SUPPLIES	\$214.96
	026453763	MISC. ITEMS AS NEEDED	\$214.96	82027114-54100	SUPPLIES	\$214.96
	Vendor Total:					\$1,963.52

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	7075-1 OCT 20	PACIFIC GAS & ELECTRIC	\$18.68	10022100-55210	UTILITIES	\$18.68
	0853-6 OCT 20	PACIFIC GAS & ELECTRIC	\$1,923.90	31122000-55210	UTILITIES	\$1,923.90
	Vendor Total:					\$1,942.58
PUBLIC SERVICE DEPARTMENT	CITY SEP 20	CITY UTILITIES	\$141,631.42	10022100-55210	UTILITIES	\$22,391.12
				10022300-55210	UTILITIES	\$4,219.30
				10022700-55210	UTILITIES	\$2,468.81
				10024214-55210	UTILITIES	\$853.44
				10024620-55210	UTILITIES	\$379.59
				20620231-55210	UTILITIES	\$78.45
				20822500-55210	UTILITIES	\$9,704.61
				20824300-55210	UTILITIES	\$956.99
				64020213-55210	UTILITIES	\$745.83
				72022400-55210	UTILITIES	\$20,697.35
				73022600-55210	UTILITIES	\$2,707.88
				77725200-55210	UTILITIES	\$2,848.56
				80026400-55210	UTILITIES	\$2,953.57
				80526150-55210	UTILITIES	\$12,225.53
				82027111-55210	UTILITIES	\$24,125.98
				83027330-55210	UTILITIES	\$6,706.44
				84027221-55210	UTILITIES	\$44.26
				84027225-55210	UTILITIES	\$27,523.71
Vendor Total:					\$141,631.42	
RAINBOW AGRICULTURAL SERVICES	38046/1	2 STROKE FUEL	\$97.98	82027111-56300	BUILDING MAINT. & REPAIR	\$97.98
	37671/1	FIRE HOSES	\$283.05	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$283.05
	37703/1	STROKE FUEL, WORK GLOVES	\$116.43	82027111-56210	FUEL & FLUIDS	\$116.43
	37687/1	STRAW, BURLAP BAGS	\$86.93	90000000-23219	PUMPKINFEST	\$86.93
	161004/1	CHAIN LOOPS	\$97.97	10024620-54120	PW - SPECIAL SUPPLIES	\$97.97
	37943/1	GREASE, OIL, TRIMMER LINE,GAS	\$157.25	10024620-54120	PW - SPECIAL SUPPLIES	\$157.25
	164583/1	SERVICE KIT, CHAIN SHARPENING	\$79.99	82027111-54102	SMALL TOOLS	\$79.99

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	37763/1	STIHL BLOWER	\$489.88	82027111-54102	SMALL TOOLS	\$489.88
					Vendor Total:	\$1,409.48
RICHARD THORNTON	0000011915	TELEPHONE PRODUCTS & SERVICES	\$62.50	20913900-52100	CONTRACTUAL SERVICES	\$62.50
					Vendor Total:	\$62.50
RINO PACIFIC	CL32549	FUEL CARD CHARGES AS NEEDED	\$1,683.66	10021210-56210	FUEL & FLUIDS	\$841.83
				91521400-56210	FUEL & FLUIDS	\$841.83
	CL32681	FUEL CARD CHARGES AS NEEDED	\$2,019.03	10021210-56210	FUEL & FLUIDS	\$1,009.51
				91521400-56210	FUEL & FLUIDS	\$1,009.52
					Vendor Total:	\$3,702.69
ROUND TABLE PIZZA	14-018	WATER CREW LUNCH	\$106.45	82027111-57100	LEARNING AND DEVELOPMENT	\$106.45
	14-014	LUNCH MEETING WITH CONTRACTOR ST FRANCIS	\$124.14	80026110-54100	SUPPLIES	\$124.14
	14-011	POWER OUTAGE MEAL 10/22/20	\$168.22	80026110-54100	SUPPLIES	\$168.22
	14-012	EMERGENCY MEAL - OUTAGE 377 HILLVIEW AVE	\$196.03	80026400-54100	SUPPLIES	\$196.03
					Vendor Total:	\$594.84
SOLID WASTES SYSTEMS INC	OCT 20	RESIDENTIAL GARBAGE FEES	\$44,955.27	90200000-52170	UKIAH WASTE SOLUTIONS	\$44,955.27
					Vendor Total:	\$44,955.27
ST FRANCIS ELECTRIC, LLC	19099209	GOBBI ST UNDERGROUND - SPEC 19	\$605,352.30	80126100-80230	INFRASTRUCTURE	\$605,352.30
					Vendor Total:	\$605,352.30
STATE OF CALIFORNIA	DV110520	PESTICIDE RENEWAL - 094667 R GOWEN	\$60.00	10022100-57100	LEARNING AND DEVELOPMENT	\$60.00
					Vendor Total:	\$60.00
STRYKER SALES CORPORATION	3151170M	SERVICE PLAN/MAINTENANCE AGREE	\$6,901.80	10021210-52111	DEFIBRILLATOR MAINTENANCE	\$6,901.80
					Vendor Total:	\$6,901.80
UKIAH AUTO PARTS	180718	GUMOUT 2X FICARB CLN	\$4.67	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.33
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.34
	178914	DEGREASER	\$30.47	82027114-54100	SUPPLIES	\$30.47
					Vendor Total:	\$35.14

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH WASTE SOLUTIONS INC	443119	BIOSOLID REMOVAL	\$7,732.80	84027225-52100	CONTRACTUAL SERVICES	\$7,732.80
					Vendor Total:	\$7,732.80
ULINE	125907696	SALINE	\$150.20	84027225-54100	SUPPLIES	\$150.20
					Vendor Total:	\$150.20
UNITED SITE SERVICES	114-11147924	PORTABLE TOILET RENTAL	\$50.28	10022840-54100	SUPPLIES	\$50.28
					Vendor Total:	\$50.28
UPS	0000E19R544	SHIPPING CHARGES	\$85.10	82027114-54100	SUPPLIES	\$85.10
					Vendor Total:	\$85.10
US BANK CORPORATE PAYMENT SERVICES	OCT 20	CAL CARD PURCHASES	\$2,145.11	10021210-56300	BUILDING MAINT. & REPAIR	\$5.43
				91521400-56300	BUILDING MAINT. & REPAIR	\$5.42
				10021210-54330	COMPUTER AND TECHNOLOGY	\$87.09
				91721400-54330	COMPUTER AND TECHNOLOGY	\$87.07
				10021210-56210	FUEL & FLUIDS	\$13.82
				91521400-56210	FUEL & FLUIDS	\$13.82
				25321210-54102	SMALL TOOLS	\$216.66
				91621400-54102	SMALL TOOLS	\$216.66
				91521400-54320	SOFTWARE	\$0.99
				91721400-54320	SOFTWARE	\$0.99
				25321210-54106	SPECIALTY SUPPLIES	\$87.89
				91621400-54106	SPECIALTY SUPPLIES	\$87.89
				91521400-54100	SUPPLIES	\$32.63
				91521400-54100	SUPPLIES	\$628.05
				91721400-54100	SUPPLIES	\$32.63
				91721400-54100	SUPPLIES	\$628.07
				Vendor Total:		\$2,145.11
VERIZON WIRELESS	9866147844	UVFA CELLULAR PHONES	\$418.11	10021210-55100	TELEPHONE	\$209.05
				91521400-55100	TELEPHONE	\$209.06
				Vendor Total:		\$418.11
WASTE MANAGEMENT	2809777-2561	GARBAGE SERVICE - 141 LOVERS LANE	\$210.52	10021210-55210	UTILITIES	\$105.26

List of Checks Presented for Approval on 11/20/20

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WASTE MANAGEMENT	2809777-2561	GARBAGE SERVICE - 141 LOVERS LANE	\$210.52	91521400-55210	UTILITIES	\$105.26
	2809582-2561	GARBAGE SERVICE - 1500 S STATE ST	\$210.52	10021210-55210	UTILITIES	\$105.26
				91521400-55210	UTILITIES	\$105.26
					Vendor Total:	\$421.04
WAYLON HOCKEMEIR	DV111820	REPAIR, MAINTENANCE AND PAINTING	\$950.00	10021210-56300	BUILDING MAINT. & REPAIR	\$475.00
				91521400-56300	BUILDING MAINT. & REPAIR	\$475.00
					Vendor Total:	\$950.00
WEST YOST ASSOCIATED	2042788	RRWA EXECUTIVE DIRECTOR SERVIC	\$56,382.19	91190100-52100	CONTRACTUAL SERVICES	\$56,382.19
	2042787	RRWA EXECUTIVE DIRECTOR SERVIC	\$57,158.65	91190100-52100	CONTRACTUAL SERVICES	\$57,158.65
	2042786	RRWA EXECUTIVE DIRECTOR SERVIC	\$128,131.33	91190100-52100	CONTRACTUAL SERVICES	\$128,131.33
					Vendor Total:	\$241,672.17
WEX BANK	68458328	FUEL FOR POLICE	\$141.24	10020210-56210	FUEL & FLUIDS	\$141.24
					Vendor Total:	\$141.24
WHITLOCK & WEINBERGER TRANSPORTATION INC	25529	TRAFFIC SIGNAL DESIGN AT GOBBI	\$3,932.50	50924210-80230	INFRASTRUCTURE	\$3,932.50
					Vendor Total:	\$3,932.50
WIPF CONSTRUCTION LLC	93484	DELIVERY OF VARIOUS MATERIALS	\$719.76	82027114-54100	SUPPLIES	\$719.76
	96038	DELIVERY OF VARIOUS MATERIALS	\$719.76	82027114-54100	SUPPLIES	\$719.76
	95901	DELIVERY OF VARIOUS MATERIALS	\$719.76	84027221-54100	SUPPLIES	\$719.76
	96005	DELIVERY OF VARIOUS MATERIALS	\$719.76	84027221-54100	SUPPLIES	\$719.76
					Vendor Total:	\$2,879.04
INVOICE TOTAL:						\$1,175,122.99

List of Checks Presented for Approval on 11/25/2020

The following list of bills payable was reviewed and approved for payment.

Sgt. Sargian

D. R. J.

CR 11/24/20

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AFLAC GROUP INSURANCE	A147872000	NOV 20 AFLAC CRITICAL CARE INSURANCE	\$364.60	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$364.60
	A145946100	OCT 20 AFLAC CRITICAL CARE INSURANCE	\$364.60	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$364.60
	A144130800	SEP 20 AFLAC CRITICAL CARE INSURANCE	\$364.60	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$364.60
Vendor Total:						\$1,093.80
AMERICAN WATER WORKS ASSOCIATION	7001850013	MEMBERSHIP- M WAGENET	\$2,373.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$2,373.00
	Vendor Total:					\$2,373.00
AMWINS GROUP BENEFITS INC	6597085	DEC 20 ELECTRIC UNIT UNION	\$1,617.48	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,617.48
	Vendor Total:					\$1,617.48
AT&T MOBILITY	832118877X1 1142020	DATA & VOICE CELL PHONES	\$351.94	10020210-55100	TELEPHONE	\$129.69
				20620231-55100	TELEPHONE	\$14.87
				77725200-55100	TELEPHONE	\$32.03
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.87
				82027111-55100	TELEPHONE	\$44.28
				84027221-55100	TELEPHONE	\$29.74
	832056361X1 1142020	POLICE-MODEMS	\$473.64	10020210-55100	TELEPHONE	\$473.64
	875108535X1 12020	VOICE & 1 DATA	\$37.19	84027221-55100	TELEPHONE	\$37.19
	Vendor Total:					\$862.77
BOUND TREE MEDICAL LLC	83829435	EMS SUPPLIES	\$76.91	10021210-54107	EMS SUPPLIES	\$38.45
				91521400-54107	EMS SUPPLIES	\$38.46
	83832837	EMS SUPPLIES	\$532.53	10021210-54107	EMS SUPPLIES	\$266.27
				91521400-54107	EMS SUPPLIES	\$266.26
Vendor Total:						\$609.44
BRE EVERBRIGHT M6 LLC	15292-6 1	ENERGY REBATE	\$1,006.25	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,006.25
Vendor Total:						\$1,006.25

List of Checks Presented for Approval on 11/25/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CA RURAL WATER ASSOC	DV111720	ANNUAL DUES - SEP 20-SEPT 21 M WAGENET	\$1,367.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,367.00
					Vendor Total:	\$1,367.00
COLANTUONO HIGHSMITH & WHATLEY PC	44234	LEGAL SERVICES	\$227.50	84427222-52100	CONTRACTUAL SERVICES	\$227.50
	44547	LEGAL SERVICES	\$455.00	84427222-52100	CONTRACTUAL SERVICES	\$455.00
					Vendor Total:	\$682.50
CREATIVE WORKSHOP	9178	PRINTING & COPY SERVICES	\$323.90	20012300-52510	ADVERTISING & PROMOTION	\$323.90
					Vendor Total:	\$323.90
DAVID KORNEGAY	DV102120	INSTRUCTOR	\$504.00	10022850-52100	CONTRACTUAL SERVICES	\$504.00
					Vendor Total:	\$504.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI025376	VALVE	\$220.41	10021210-56130	EXTERNAL SERVICES	\$220.41
					Vendor Total:	\$220.41
GRAFIX SHOPPE	136181	VEHICLE GRAPHIC KIT, PD	\$373.25	10020210-56130	EXTERNAL SERVICES	\$373.25
					Vendor Total:	\$373.25
HOWARD INDUSTRIES C/O YOUNG & COMPANY	58807-898922	ELECTRICAL EQUIPMENT AND SUPPLIES	\$431.14	80000000-12104	INVENTORY - PURCHASES	\$431.14
					Vendor Total:	\$431.14
JACK WANN	DV102020	INSTRUCTOR	\$588.00	10022850-52100	CONTRACTUAL SERVICES	\$588.00
					Vendor Total:	\$588.00
KEN FOWLER MOTORS INC	27185	MISC AUTOMOTIVE PARTS AS NEEDED	(\$7,578.40)	10021210-56130	EXTERNAL SERVICES	(\$7,578.40)
	27237	MISC AUTOMOTIVE PARTS AS NEEDED	\$155.47	10021210-56130	EXTERNAL SERVICES	\$155.47
	27097	MISC AUTOMOTIVE PARTS AS NEEDED	\$443.73	10021210-56130	EXTERNAL SERVICES	\$443.73
	27186	MISC AUTOMOTIVE PARTS AS NEEDED	\$757.40	10021210-56130	EXTERNAL SERVICES	\$757.40
	27094	MISC AUTOMOTIVE PARTS AS NEEDED	\$7,578.40	10021210-56130	EXTERNAL SERVICES	\$7,578.40
					Vendor Total:	\$1,356.60
KIMBALL MIDWEST	8368152	PLUG, CABLE, MOUNTS AND TIES	\$334.89	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$334.89
					Vendor Total:	\$334.89
LIFE ASSIST INC	1048067	MISC. EMS SUPPLIES AS NEEDED	\$15.78	10021210-54107	EMS SUPPLIES	\$7.89
				91521400-54107	EMS SUPPLIES	\$7.89

List of Checks Presented for Approval on 11/25/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LIFE ASSIST INC	1046806	MISC. EMS SUPPLIES AS NEEDED	\$870.01	10021210-54107	EMS SUPPLIES	\$435.01
				91521400-54107	EMS SUPPLIES	\$435.00
				Vendor Total:		\$885.79
MENDO MILL & LUMBER CO	172796/1	PAINT SUPPLIES	\$3.19	10021210-56300	BUILDING MAINT. & REPAIR	\$1.59
				91521400-56300	BUILDING MAINT. & REPAIR	\$1.60
	173623/1	VALVE	\$7.35	10021210-56300	BUILDING MAINT. & REPAIR	\$3.67
				91521400-56300	BUILDING MAINT. & REPAIR	\$3.68
	172787/1	PAINT SUPPLIES	\$13.58	10021210-56300	BUILDING MAINT. & REPAIR	\$6.79
				91521400-56300	BUILDING MAINT. & REPAIR	\$6.79
	173113/1	RUST AND STAIN CLEANER	\$18.51	10021210-56300	BUILDING MAINT. & REPAIR	\$9.25
				91521400-56300	BUILDING MAINT. & REPAIR	\$9.26
	173637/1	PLUMBING FIXTURES	\$21.58	10021210-56300	BUILDING MAINT. & REPAIR	\$10.79
				91521400-56300	BUILDING MAINT. & REPAIR	\$10.79
	173478/1	PAINT	\$25.91	10021210-56300	BUILDING MAINT. & REPAIR	\$12.95
				91521400-56300	BUILDING MAINT. & REPAIR	\$12.96
	172450/1	PAINTING SUPPLIES	\$26.22	10021210-56300	BUILDING MAINT. & REPAIR	\$13.11
				91521400-56300	BUILDING MAINT. & REPAIR	\$13.11
	172743/1	DRYWALL, PAINT AND SUPPLIES	\$33.26	10021210-56300	BUILDING MAINT. & REPAIR	\$16.63
				91521400-56300	BUILDING MAINT. & REPAIR	\$16.63
	171939/1	PAINTING SUPPLIES	\$33.92	10021210-56300	BUILDING MAINT. & REPAIR	\$16.96
				91521400-56300	BUILDING MAINT. & REPAIR	\$16.96
	173622/1	PLUMBING MATERIALS	\$36.38	10021210-56300	BUILDING MAINT. & REPAIR	\$18.19
				91521400-56300	BUILDING MAINT. & REPAIR	\$18.19
	173063/1	PAINTING SUPPLIES	\$38.86	10021210-56300	BUILDING MAINT. & REPAIR	\$19.43
				91521400-56300	BUILDING MAINT. & REPAIR	\$19.43
	172228/1	SHEETROCK AND COMPOUND	\$43.88	10021210-56300	BUILDING MAINT. & REPAIR	\$21.94
				91521400-56300	BUILDING MAINT. & REPAIR	\$21.94
	172799/1	WATER FILTER AND VALVES	\$49.46	10021210-56300	BUILDING MAINT. & REPAIR	\$24.73
				91521400-56300	BUILDING MAINT. & REPAIR	\$24.73

List of Checks Presented for Approval on 11/25/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	172963/1	PAINTING SUPPLIES	\$51.23	10021210-56300	BUILDING MAINT. & REPAIR	\$25.61
				91521400-56300	BUILDING MAINT. & REPAIR	\$25.62
	173116/1	PAINTING SUPPLIES	\$60.00	10021210-56300	BUILDING MAINT. & REPAIR	\$30.00
				91521400-56300	BUILDING MAINT. & REPAIR	\$30.00
	173073/1	ELECTRICAL SUPPLIES	\$64.98	10021210-56300	BUILDING MAINT. & REPAIR	\$32.49
				91521400-56300	BUILDING MAINT. & REPAIR	\$32.49
	172605/1	LUMBER	\$90.58	10021210-56300	BUILDING MAINT. & REPAIR	\$45.29
				91521400-56300	BUILDING MAINT. & REPAIR	\$45.29
	173081/1	PAINTING SUPPLIES	\$122.30	10021210-56300	BUILDING MAINT. & REPAIR	\$61.15
				91521400-56300	BUILDING MAINT. & REPAIR	\$61.15
	171934/1	JOBSITE CHARGER	\$248.10	91521400-57100	LEARNING AND DEVELOPMENT	\$124.05
				91721400-57100	LEARNING AND DEVELOPMENT	\$124.05
	171949/1	PH INCREASER	\$43.11	91521400-54100	SUPPLIES	\$21.56
				91721400-54100	SUPPLIES	\$21.55
	Vendor Total:					\$1,032.40
NOR-CAL RECYCLED ROCK & AGGREGATES INC	20505	MISC ROCK & ROAD PATCH MATERIAL	\$440.26	84027221-54100	SUPPLIES	\$440.26
NORTHERN AGGREGATES INC	66471	MISC. ROCK & ROAD PATCH MATERIAL	\$222.76	84027221-54100	SUPPLIES	\$222.76
ONE TIME PAY VENDOR	450	REC REFUND - JAMES BOBST	\$450.00	10022822-44915	RECREATION PROGRAM INCOME	\$450.00
	DV111720 1	REC REFUND - MARK BRITTON	\$450.00	10022822-44915	RECREATION PROGRAM INCOME	\$450.00
	0016636	REC REFUND - PETER CHO	\$40.00	10022850-44915	RECREATION PROGRAM INCOME	\$40.00
	Vendor Total:					\$940.00
OWEN EQUIPMENT SALES	00051040	DEBRIS HOSE	\$779.98	82027114-56130	EXTERNAL SERVICES	\$389.99
				84027221-56130	EXTERNAL SERVICES	\$389.99
	Vendor Total:					\$779.98

List of Checks Presented for Approval on 11/25/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PFM ASSET MANAGEMENT LLC	SMA-M0820-19080	FINANCIAL ADVISORY SERVICES	\$2,795.27	20015100-52100	CONTRACTUAL SERVICES	\$2,795.27
					Vendor Total:	\$2,795.27
PG&E CO	1522-8 OCT 20	PACIFIC GAS & ELECTRIC	\$37.33	10021210-55210	UTILITIES	\$18.68
				91521400-55210	UTILITIES	\$18.65
	6833-2 OCT 20	PACIFIC GAS & ELECTRIC	\$401.71	10021210-55210	UTILITIES	\$200.85
				91521400-55210	UTILITIES	\$200.86
	6124-2 OCT 20	PACIFIC GAS & ELECTRIC	\$990.88	10021210-55210	UTILITIES	\$495.44
				91521400-55210	UTILITIES	\$495.44
					Vendor Total:	\$1,429.92
RAY C STARKEY	P-2001725	T-SHIRTS AND SWEATSHIRTS - STREETS	\$835.40	10024620-54120	PW - SPECIAL SUPPLIES	\$835.40
	P-2001700	MASKS	\$313.55	84027225-54100	SUPPLIES	\$313.55
					Vendor Total:	\$1,148.95
REDWOOD COAST FUELS	3136003	CARDLOCK FUEL PURCHASES	\$454.12	20824300-56210	FUEL & FLUIDS	\$454.12
	2189846	CARDLOCK FUEL PURCHASES	\$386.67	20324100-58410	GARAGE LUBRICANTS & PARTS	\$386.67
					Vendor Total:	\$840.79
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	20-12 EAP	REMIF EAP INSURANCE	\$545.28	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$545.28
					Vendor Total:	\$545.28
SHANNON RILEY	DV111720	REIMBURSEMENT - LAPTOP	\$659.24	20012100-54330	COMPUTER AND TECHNOLOGY	\$659.24
					Vendor Total:	\$659.24
SOLID WASTES SYSTEMS INC	443236	MISC. DUMP FEES	\$1,183.59	12024200-80230	INFRASTRUCTURE	\$229.70
				12024200-80230	INFRASTRUCTURE	\$414.98
				10024620-54120	PW - SPECIAL SUPPLIES	\$16.25
				10024620-54120	PW - SPECIAL SUPPLIES	\$24.25
				10024620-54120	PW - SPECIAL SUPPLIES	\$35.76
				10024620-54120	PW - SPECIAL SUPPLIES	\$48.76
				10024620-54120	PW - SPECIAL SUPPLIES	\$87.76
				84027221-54100	SUPPLIES	\$326.13
					Vendor Total:	\$1,183.59

List of Checks Presented for Approval on 11/25/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TKP ENTERPRISE, INC	173535	DAYCAMP/COVID	\$378.44	10022840-54100	SUPPLIES	\$378.44
					Vendor Total:	\$378.44
UKIAH DAILY JOURNAL	0006526754	NOTICE OF PUBLIC HEARING	\$137.72	10023100-52515	ADVERTISING & PUBLICATION	\$137.72
	0006527023	NOTICE OF PUBLIC HEARING	\$142.49	10023100-52515	ADVERTISING & PUBLICATION	\$142.49
	0006526773	PUBLIC NOTICE	\$147.26	10023100-52515	ADVERTISING & PUBLICATION	\$147.26
	0006524163	NOTICE OF PUBLIC HEARING	\$55.10	20012500-52150	LEGAL SERVICES/ EXPENSES	\$55.10
	0006527384	PUBLIC NOTICE	\$67.81	20012500-52150	LEGAL SERVICES/ EXPENSES	\$67.81
	0006527373	PUBLIC NOTICE	\$70.99	20012500-52150	LEGAL SERVICES/ EXPENSES	\$70.99
					Vendor Total:	\$621.37
UKIAH ROUND TREE GLASS	167548	NEW WINDSHIELD	\$478.50	10020224-56130	EXTERNAL SERVICES	\$478.50
					Vendor Total:	\$478.50
WESCO DISTRIBUTION INC	186492	BUSHING INSERT	\$923.26	80000000-12104	INVENTORY - PURCHASES	\$923.26
					Vendor Total:	\$923.26
WESTERN RENEWABLE ENERGY GENERATION	WR21149	WREGIS CERTIFICATE FEES	\$1.51	80026400-52100	CONTRACTUAL SERVICES	\$1.51
	WR22022	WREGIS CERTIFICATE FEES	\$2.31	80026400-52100	CONTRACTUAL SERVICES	\$2.31
	WR20375	WREGIS CERTIFICATE FEES	\$2.49	80026400-52100	CONTRACTUAL SERVICES	\$2.49
	WR19910	WREGIS CERTIFICATE FEES	\$2.84	80026400-52100	CONTRACTUAL SERVICES	\$2.84
	WR22460	WREGIS CERTIFICATE FEES	\$3.43	80026400-52100	CONTRACTUAL SERVICES	\$3.43
	WR21590	WREGIS CERTIFICATE FEES	\$114.45	80026400-52100	CONTRACTUAL SERVICES	\$114.45
					Vendor Total:	\$127.03
XEROX CORP	011814210	COPIER LEASE-SEE ADD'L DESCRIP	\$170.73	10022700-52100	CONTRACTUAL SERVICES	\$170.73
	011814209	COPIER LEASE-SEE ADD'L DESCRIP	\$304.85	73022600-52100	CONTRACTUAL SERVICES	\$304.85
	011814208	COPIER LEASE-SEE ADD'L DESCRIP	\$239.77	10020210-54500	EQUIP RENTS AND LEASES	\$167.84
				20620231-54500	EQUIP RENTS AND LEASES	\$57.54
				64020213-54500	EQUIP RENTS AND LEASES	\$14.39

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
XEROX CORP	011814207	XEROX CB070H COPIER LEASE	\$726.69	20012200-54500	EQUIP RENTS AND LEASES	\$726.69
Vendor Total:						\$1,442.04
INVOICE TOTAL:						\$30,619.30



AGENDA SUMMARY REPORT

SUBJECT: Adopt a Resolution Approving and Adopting the Amended Joint Powers Authority (JPA) Agreement for Redwood Empire Municipal Insurance Fund (REMIF) and the JPA Agreement for the California Intergovernmental Risk Authority (CIRA), effective July 1, 2021.

DEPARTMENT: Human Resources / Risk
Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk
Manager

PRESENTER: Sheri Mannion, HR/Risk
Management Director

ATTACHMENTS:

1. Resolution Approving and Adopting REMIF and CIRA JPA Agreements (1)
2. REMIF Amended JPA Agreement
3. CIRA JPA Agreement - Approved by PARSAC & REMIF
4. REMIF Amended Bylaws
5. CIRA Bylaws - Approved by PARSAC & REMIF

Summary: Council will consider adopting JPA agreements related to the merger of the City's joint powers authority insurance pool Redwood Municipal Insurance Fund (REMIF) and Public Agency Risk Sharing Authority of California (PARSAC) into a new pool called California Intergovernmental Risk Authority (CIRA).

Background: At its December 2, 2020, regular meeting, Council received information and a presentation regarding the merger of the City's joint powers authority insurance pool Redwood Municipal Insurance Fund (REMIF) and Public Agency Risk Sharing Authority of California (PARSAC) into a new pool called California Intergovernmental Risk Authority (CIRA). Tonight's action is Council's adoption of the respective CIRA and REMIF JPA agreements, which is required for the City's continued membership in the JPA's.

The City of Ukiah is currently a member of the liability and workers' compensation Joint Powers Authority (JPA) pool named the Redwood Empire Municipal Insurance Fund or REMIF, and has been a member of the REMIF JPA since its inception in 1976. Our pool functions as an extension of the City of Ukiah and is governed by a board of directors comprised of members in the pool.

Rather than purchase commercial insurance through a commercial insurance carrier, the City of Ukiah participates in an intergovernmental arrangement through which a group of cities and towns (referred to as the members) contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services. That fund is often commonly referred to as a pool. Pools are empowered to exist through the sections of the California Government Code known as Joint Powers Authority (JPA), which allow two or more like entities to pool funds to pay for claims.

Public entity pools are fundamentally different from conventional insurance. The primary purpose of any public entity pool is to manage and reduce underlying risks to the benefit of public entity members and the public at large. Conventional insurers exist primarily to finance losses, while public pools are collaborating partners that help public entities create, foster, and manage safe environments in order to minimize personal, physical, and

property damages losses.

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

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

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

REMIF has a pooled medical/health program.

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

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

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

After over a year of in-depth analysis of such a merger, the Board of Directors for both pools directed the merger of the organizations, effective 07/01/21, creating a new pool, CIRA. To proceed with the merger, the individual members from both pools must seek adoption of the CIRA JPA agreement (Attachment 2) from their respective Councils/Boards. Additionally, the REMIF JPA will continue to exist for the purpose of the health coverage, necessitating changes to the REMIF JPA (Attachment 3) agreement to now only include the health coverage line. Amended Bylaws for REMIF (Attachment 4) and new Bylaws for CIRA (Attachment 5) are also attached and included for reference only, as the authority to create, amend, and adopt resides with the Board of Directors of the JPAs.

Staff is recommending Council adopts a Resolution (Attachment 1) approving and adopting the amended JPA

agreement for REMIF (Attachment 2) and the JPA agreement for the CIRA (Attachment 3).

BUDGET/FISCAL IMPACT: The merger will consolidate the operations and expenses of both pools. CIRA will work towards eliminating redundant expenses which will lower long-term operating costs. Consolidating operations will also achieve greater economies of scale, improve service delivery, and CIRA will be in a better position to leverage its larger size for better services, rates and coverage with service providers and excess insurers. A larger organization will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. The merged organization will be more fiscally viable and provide greater long-term stability and sustainability.

Recommended Action: Adopt a resolution approving and adopting the amended amended Joint Powers Authority (JPA) Agreement for Redwood Empire Municipal Insurance Fund (REMIF) and the JPA Agreement for the California Intergovernmental Risk Authority (CIRA), effective July 1, 2021.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AND ADOPTING THE AMENDED JOINT POWERS AUTHORITY (JPA) AGREEMENT FOR REDWOOD EMPIRE MUNICIPAL INSURANCE (REMIF) AND THE JPA AGREEMENT FOR THE CALIFORNIA INTERGOVERNMENTAL RISK SHARING AUTHORITY (CIRA) JPA EFFECTIVE JULY 1, 2021

WHEREAS, the current intention is to keep the REMIF self-funded health care plan outside of the merger and remain fully administered by REMIF, subject to future discussions after merger of the other programs; and

WHEREAS, the Redwood Empire Municipal Insurance Fund (REMIF) is a public entity Joint Powers Authority (JPA) pool representing 15 small to medium sized cities/towns and the Public Agency Risk Sharing Authority of California (PARSAC) is a public entity JPA pool representing 34 small to medium sized cities/towns and one fire district; and

WHEREAS, a transition committee of both Joint Powers Authorities have explored a strategic partnership which has ultimately led to a merger between the two organizations; and

WHEREAS, rather than one pool merging into the other, the board of directors for both pools directed the creation of a new JPA pool named California Intergovernmental Risk Sharing Authority (CIRA); and

WHEREAS, after July 1, 2021, REMIF and PARSAC will continue to administer and close out all respective claims received prior to July 1, 2021, unless future boards eventually decide to merge any remaining claims into CIRA for administrative efficiency; and

WHEREAS, the goal of both REMIF and PARSAC is to fully merge the liability, property, and workers compensation programs by the effective merger date, but extreme instability in the insurance market may necessitate a longer transition; and

WHEREAS, as a result of these discussions, the transition committee has created the attached Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Sharing Authority (CIRA), the newly merged joint powers association; and

WHEREAS, due to the tailing administration of existing program claims at REMIF and continued operation of the REMIF self-funded health care plan, the REMIF board of directors amended the REMIF Joint Powers Agreement and Bylaws to fit the mission of REMIF after the merger with PARSAC to CIRA; and

WHEREAS, the board of directors of both REMIF and PARSAC have approved the proposed CIRA Joint Powers Agreement and related by-laws, with an effective date of July 1, 2021; and

WHEREAS, any REMIF member city that wishes to remain with the REMIF self-insured health care plan and transition to CIRA for continued liability, property, workers compensation, and other related coverages is required to adopt the applicable Joint Powers Agreements; and

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ukiah hereby:

1. Approves the City remaining with REMIF for the self-insured health care plan; and transitioning to the newly formed CIRA for liability, property, workers compensation and other coverages formerly provided by REMIF on July 1, 2021.
2. Adopts the fourth amended and restated REMIF Joint Powers Authority agreement.
3. Adopts the amended and restated CIRA Joint Powers Authority agreement.
4. Authorizes the Mayor/Vice Mayor to execute the aforementioned documents and authorizes the City Manager or designee to take any administrative actions needed to effectuate this direction.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah this 16th day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Juan V. Orozco, Mayor

ATTEST: _____

Kristine Lawler, City Clerk

REDWOOD EMPIRE MUNICIPAL INSURANCE FUND
FOURTH AMENDED AND RESTATED
JOINT POWERS AGREEMENT
Effective as of July 1, 2021

This Fourth Amended and Restated Agreement is made by and among the following public entities: City of Arcata, City of Cloverdale, City of Cotati, City of Eureka, City of Fortuna, City of Ft. Bragg, City of Healdsburg, City of Lakeport, City of Rohnert Park, City of Sebastopol, City of Sonoma, City of St. Helena, City of Ukiah, City of Willits and Town of Windsor, hereafter referred to as Members, all of which are public entities generally organized and operating under the laws of the State of California or public entities specifically organized and operating under §6507 of the California Government Code and related provisions of law which authorize the creation and operation of governmental joint powers authorities under California law. This Fourth Amended and Restated Agreement is dated and will be effective July 1, 2021.

RECITALS

I. The following State laws, among others, authorize the Members to enter into this agreement:

- A. Labor Code §3700(b) allowing a local public entity to fund its own workers' compensation claims;
- B. Government Code §989 and §990, and Education Code §15802, permitting a local public entity to insure itself against liability and other losses;
- C. Government Code §990.4, permitting a local public entity to provide insurance and self-insurance in any desired combination;
- D. Government Code §990.8, permitting two or more local public entities to pool self-insured claims or losses and enter into an agreement to jointly fund such expenditures under the authority of Government Code §§6500 through 6515; and
- E. Government Code §§6500 through 6515, permitting two or more local public entities to jointly exercise, under an agreement, any power which is common to each of them.

II. The governing board of each undersigned public entity has determined that it is in its best interest and in the public interest that this FOURTH AMENDED Agreement be executed and that it shall participate as a Member of the public entity created by the original version of this Agreement.

NOW, THEREFORE, the undersigned, by, between and among themselves, for and in consideration of the mutual benefits, promises and agreements set forth below, hereby agree as follows:

AGREEMENT

ARTICLE I

CONTINUATION OF THE REDWOOD EMPIRE MUNICIPAL INSURANCE FUND

Pursuant to Article I, Chapter 5, Division 7, title I of the Government Code of the State of California (commencing with §6500), the parties previously created a public agency, separate and apart from the parties, now known as the REDWOOD EMPIRE MUNICIPAL INSURANCE FUND, hereinafter called the Authority. This Fourth Amended Agreement amends and supersedes all prior joint powers agreements of the parties.

ARTICLE II

PURPOSES

The purpose of the Authority is to develop an effective risk management program: (a) to reduce the amount and frequency of their losses; (b) pool their self-insured losses; and (c) jointly purchase excess insurance and administrative services in connection with a joint protection program for said parties.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, the following terms shall be defined as herein stated:

Alternate Director means the individual appointed by a Member or Associate Member to act in the absence of a duly appointed Director except the Alternate Director shall not exercise the powers of an officer of the Authority or serve on the Executive Committee.

Associate Member means any contracting public agency who has not been a member for over 10 years. A listing of the Associate Members and former Associate Members will be an addendum to the JPA Bylaws.

Authority means the Redwood Empire Municipal Insurance Fund created by this Agreement.

Board or Board of Directors means the governing board of the Authority.

Broker is an insurance broker used by the Board to acquire insurance coverage.

Cash Assessment means an amount determined by the Board, to be paid by each Participating Agency as necessary to meet the Authority's obligations.

Cash Contribution means the annual dollar amount determined by the Board which is payable to each Participating Agency as its established share of the funding required to cover the financial obligation of each pooled coverage program or insured program in which the Participating Agency participates.

Certificate of Coverage for Additional Covered Party means the document issued by the Authority to third parties specifying the type and amount of pooled coverage provided to the Participating Agency by the Authority and extended to the named third party for the specified purpose.

Claims means demands made against the Participating Agencies or the Authority arising out of occurrences which may be within any of the Authority's coverage agreements.

Claims Adjuster is the claims adjuster hired as an employee of the Authority and/or contracted by the Board to determine losses and make or recommend payments in the various coverage programs.

Coverage Agreement is the document issued by the Authority to Participating Agencies specifying the scope and amount of pooled protection provided to each Participating Agency by the Authority in each pooled coverage program.

Covered Loss means any loss resulting from a claim or claims against a Participating Agency or the Authority which is in excess of the respective self-funded retention, and is covered by a Coverage Agreement issued by the Authority or any purchased programs and may include loss payments, defense costs, and other charges directly attributed to the resolution of the matter including defense costs incurred by the Authority.

Deductible means the amount of a claim or lawsuit, which the Participating Agency must incur or become liable for before the Authority is obligated to pay. Deductible is synonymous with Self-Funded Retention.

Director means the individual appointed by the Member or Associate Member to serve on the Board or the Alternate Director in the absence of the individual Director.

Excess Insurance means any self-insurance, insurance, or reinsurance purchased by the Authority to cover losses in excess of the Authority's self-insured retention.

Executive Committee means that body composed of the President, Vice President and one

or more additional members of the Board appointed or elected in accordance with the Bylaws of the Authority.

General Manager is the person or firm appointed by the Board to be its Secretary and the Chief Administrative Officer of the Authority.

Incurred Loss means the sum of monies paid and reserved by the Authority that is necessary to investigate and defend a claim and to satisfy a covered loss sustained by a Participating Agency or the Authority pursuant to a coverage agreement.

Member means any Member that has been in the JPA for 10 consecutive years or more. A listing of the Members and former Members will be an addendum to the JPA Bylaws.

Participating Agency means any Associate Member agency or Member agency who is covered by this Agreement.

Pooled Coverage Programs shall consist of coverages provided or formerly provided directly by the Authority pursuant to a Coverage Agreement.

Program Year means a period of time determined by the Board, usually twelve (12) months, into which each pooled coverage program shall be segregated for purposes of account, record keeping, and coverage interpretation.

Self-Funded Retention means the amount of a claim or lawsuit, which the Participating Agency must incur or become liable for before the Authority is obligated to pay. Self Funded Retention is synonymous with Deductible.

Treasurer means an officer of the Authority appointed by a majority of the Board who shall serve at the pleasure of the Board.

ARTICLE IV

PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article XIX. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article XX or XXI, shall not affect this Agreement or the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining. Each Participating Agency must, at all times, participate in at least one Coverage Program of the Authority.

ARTICLE V

TERM OF AGREEMENT

This Fourth Amended and Restated Agreement shall become effective as of July 1, 2021, and shall continue full force until terminated as hereafter provided.

ARTICLE VI

POWERS OF THE AUTHORITY

The Authority is authorized, in its own name, to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or as otherwise authorized by law, including but not limited to the power to:

- A. make and enter into contracts;
- B. incur debts, liabilities and obligations; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any Participating Agency, except as otherwise provided by Articles XX and XXI;
- C. acquire, hold or dispose of real and personal property;
- D. receive contributions and donations of property, funds, services and other forms of assistance from any source;
- E. sue and be sued in its own name;
- F. employ agents and employees;
- G. acquire, construct, manage and maintain buildings;
- H. lease real or personal property including that any Participating Agency; and
- I. receive, collect, invest and disburse monies.

ARTICLE VII

PARTICIPATING AGENCY RESPONSIBILITIES

Each Participating Agency shall have the following responsibilities;

- appoint a representative of the Participating Agency to be responsible for the risk management function within that Participating Agency, and to serve as a liaison between the Participating Agency and the Authority regarding risk management matters;

- provide the Authority with current, complete, and accurate information which will be used to determine the appropriate coverage cash contributions for each coverage program. This information can include but is not limited to property and building values, vehicle types and numbers, annual payrolls, miles of streets and sidewalks, and other pertinent demographic information;
- pay its coverage cash contributions, and any adjustments including cash assessments, promptly to the Authority when due. After withdrawal or termination, such agency shall pay promptly to the Authority its share of any additional coverage cash contributions or cash assessments, when and if required of it by the Board under Article XX or XXI of this Agreement;
- establish and maintain risk management programs including but not limited to loss control, risk transfer and employee safety programs;
- report to the Authority's risk manager, during the development stage, the addition of new programs or facilities, and the elimination or significant reduction or expansion of existing programs or facilities;
- comply with the Agreement, Bylaws and all policies and procedures adopted by the Board;
- promptly notify the Authority of any claim or summons and complaint which may result in a covered loss that is filed against and/or received by a Participating Agency;
- cooperate fully with and assist the Authority in determining the cause of claims and in the settlement of claims, as defined in the specific coverage agreement;
- cooperate fully with and assist the Authority, and any insurer, claims adjuster or legal counsel, of the Authority, in all matters relating to this Agreement and covered losses;
- comply with the risk management requirements established by the Authority;
- provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection program under this Agreement;
- if a Member or an Associate Member, appoint a representative and alternate to the Board.

ARTICLE VIII

BOARD

Responsibility for the control, direction, and administration of the Authority shall be vested in the Board. The Board will consist of a representative of each Member and Associate Member

agency. The powers of the Board shall be all of the powers of the Authority not specifically reserved to the Participating Agency by this Agreement.

POWERS OF THE MEMBERS AND ASSOCIATE MEMBERS

The city councils of the Members and Associate Members hereby retain the following powers:

- A. the appointment of their Director and Alternate Director to the Board;
- B. approval of amendments to this Agreement as specified in Article XXVI; and
- C. termination of the Authority in accordance with Article XXIII.

BOARD OF DIRECTORS– APPOINTMENTS

The Director and Alternate Director of the Board shall be appointed by the respective Member and Associate Member which shall notify, in writing, the Authority of the appointment. The representative shall serve at the pleasure of the Member or Associate Member until written notice of the appointment of a successor is received by the Authority.

The Alternate Director shall have all the powers of the representative in their absence except that the Alternate Director shall not exercise the powers of an officer of the Authority or serve on the Executive Committee.

Each Director has one (1) vote on the Board. A board member is not entitled to compensation from the Authority. However, the Board may authorize reimbursement for expenses incurred by a Participating Agency or Director/Alternate Director in connection with his or her duties as a board member.

ARTICLE IX

COMMITTEES

The Board shall have the authority to establish committees as it deems appropriate to conduct the business of the Authority. The Board is authorized to dissolve any committee established pursuant to this Article.

ARTICLE X

MEETINGS

The Board shall hold at least one regular meeting each year.

Each meeting of the Board and Executive Committee, including, without limitation, regular, special and adjourned regular or special meetings, shall be called, noticed, held and conducted in accordance with applicable State law.

ARTICLE XI

OFFICERS AND EMPLOYEES

The officers of the Authority shall be the President, Vice President, Treasurer and General Manager. The President and Vice President shall be elected by the Board from among its own members, as individuals, not as the Participating Agencies they represent. The term of office for President and Vice President shall be one (1) fiscal year, and they shall assume the duties of their offices at the beginning of the fiscal year. The Board shall appoint as a Treasurer a person who need not be a member of the Board, whose qualifications will be set by Board policy. This person shall have the powers, duties and responsibilities specified in Government Code §6505.5. The Treasurer shall serve at the pleasure of the Board. If the President or Vice President ceases to be a member of the Board or is removed from office, the resulting vacancy shall be filled, for the unexpired term, at the next regular or special meeting of the Board held after the vacancy occurs.

The General Manager shall be the Secretary and Chief Administrative Officer of the Authority. The Board shall appoint the General Manager who shall serve at the pleasure of the Board. The responsibilities and duties of the officers of the Authority shall be as defined in the Bylaws and as assigned by the Board. The Board may appoint such other officers and employees and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement. The Board shall also set the terms and conditions of employment for the Authority's employees by Board action or policy.

Any Participating Agency which agrees to have an employee or other representative assigned duties pursuant to this Article may be reimbursed by the Authority for that individual's time and services rendered on behalf of the Authority, at the discretion of the Board. Any such employee, while acting for or on behalf of the Authority, will be entitled to defense and indemnification by the Authority to the extent provided in California Government Code §825 et. seq. and §995 et seq.

The Board shall require the General Manager and the Treasurer to file with the Authority an individual or a blanket bond in an amount to be fixed by the Board, but not less than \$100,000. The Authority shall pay the cost of the premiums for the bond required by it.

ARTICLE XII

FISCAL YEAR/BUDGET

The Authority's fiscal year shall be from July 1 to June 30 unless otherwise indicated by Board resolution.

An annual budget shall be presented by the General Manager to the Board before and shall be

adopted by the Board no later than June 30 of each year. At the discretion of the Board, a multi-year budget may be adopted, thereby eliminating the requirements of annual presentation and adoption during the term of such multi-year budget.

ARTICLE XIII

ANNUAL AUDITS AND AUDIT REPORTS

FINANCIAL AUDIT

The Board shall cause an annual financial audit in accordance with generally accepted auditing standards to be made with respect to all receipts, disbursements, other transactions and entries into the books by a Certified Public Accountant, and a report of such financial audit shall be filed as a public record with each of the Participating Agencies and with the county auditor in the county where the Authority has its principal office as stated in the Bylaws. All costs of such financial audit shall be paid by the Authority as a general and administrative expense.

ARTICLE XIV

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

The Board shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with all provisions of law relating to the subject, particularly §6505 of the California Government Code.

The Treasurer or Board's designee shall receive, invest and disburse funds only in accordance with the procedures established by the Board and in conformity with applicable law. The General Manager shall have the authority to expend funds, which have been budgeted, as provided in the Bylaws.

An Investment Policy shall be adopted by the Board and reviewed annually as required by state law.

The Authority may make loss payments on behalf of a Participating Agency up to the maximum amount of the self-insured coverage provided by the Authority, but limited to the actual amount of the loss.

The Board will set the level of authority for the settlement of claims by the General Manager and Executive Committee.

ARTICLE XV

CASH CONTRIBUTION

Each Participating Agency shall make a cash contribution for each year of participation in each pooled coverage program in an amount approved by the Board. The amount of such cash contribution shall be determined in accordance with a formula and schedule of payment contained

in the Bylaws of the Authority or a policy established pursuant to the Bylaws and shall be sufficient, when combined with the cash contributions of all other participants in such pooled coverage programs, to cover the outstanding liabilities, actuarially predicted losses, loss adjustment expenses, defense costs, excess insurance premiums and administrative expenses of the Authority.

The cash contribution is payment for the various coverage agreements issued by the Authority to each Participating Agency for the risk coverage specified in the coverage agreement or insured program. The Board may, but is not required to, use standard form policies utilized in the market for any coverages authorized by the Board. The scope of any such coverages in the pool shall be determined by the Board as specified in the Authority's Bylaws, policy statements, and/or in the coverage agreement.

The cash contribution shall be billed to the Participating Agencies in accordance with the policy set by the Board. Any cash contributions not received by the Authority within thirty (30) days following the date of billing shall be in arrears and subject to interest and/or penalties in accordance with the Bylaws or any policy adopted by the Board.

ARTICLE XVI

CASH ASSESSMENT

The Board by a majority vote shall have the authority to levy a cash assessment upon a determination that it is necessary to meet the Authority's obligations.

All cash assessments shall be determined and payable in accordance with Board policy or Bylaws and shall be assessed against those Participating Agencies who participated in the program year(s) resulting in a deficit.

ARTICLE XVII

POOLED COVERAGE PROGRAMS

The pooled coverage for each program shall be as specified in the Bylaws and applicable policies and procedures. Any new Participating Agency accepted for membership in the Authority shall have an initial three-program year, non-cancelable commitment. Each Participating Agency may participate in such pooled coverage programs as are offered by the Authority on such terms, for such time periods and with such cash contributions as are determined by the Board.

ARTICLE XVIII

AUTHORITY FUNCTIONS AND RESPONSIBILITIES

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) provide coverage, as authorized by the Board, through, but not limited to, a self- insurance fund and commercial insurance, as well as excess coverage, reinsurance, and umbrella insurance, by negotiation, bid, or purchase;
- (b) provide claims management and legal services for covered risk, which may or may not exceed the Participating Agency's deductible;
- (c) provide claims recovery and subrogation services to investigate, pursue and collect for damages caused by the acts of others;
- (d) establish actuarial services to distribute costs and generate revenues;
- (e) provide loss analysis control by use of statistical analysis, data processing, record and file keeping services in order to evaluate proper levels of self-funded retention and deductibles;
- (f) select legal counsel according to policy established by the Board;
- (g) perform other functions as required by the Board for the purpose of accomplishing the goals of the Agreement.

ARTICLE XIX

NEW PARTICIPATING AGENCIES

It is the intent of the Authority to provide, to the extent permitted by law and Board policy, for the inclusion at a subsequent date of such additional public entities, organized and existing under the Constitution or laws of the State of California, as may desire to become Participating Agencies of the Authority.

The Board shall review all applications for participation in the Authority. Those public agencies seeking membership must be approved by the affirmative vote of a two-third (2/3) majority of the Board.

Public agencies applying under this Article shall be required to pay their share of organizational expenses, as determined by the Board, including those costs necessary to analyze their loss data and determine their cash contributions.

Cash contributions for Participating Agencies joining the Authority at other than the beginning of the Authority's program year, shall be prorated for the remainder of the program year.

A new Participating Agency will be considered an Associate Member, whose voting rights will be

granted in conformity with the Agreement and Bylaws.

ARTICLE XX

WITHDRAWAL

A new Participating Agency which wishes to join the Authority shall not withdraw from the Authority for a three (3) fiscal year period commencing on July 1st of the first full fiscal year that said new Participating Agency became a Participating Agency of the Authority.

After the initial three (3) fiscal year non-cancelable commitment to the Agreement, a Participating Agency may withdraw only at the end of a fiscal year of the Authority, provided it has given the Authority a six (6) month written notice of its intent to withdraw from this Agreement and the joint protection program.

Any Participating Agency which withdraws as a party to this Agreement pursuant to this Article, or is expelled pursuant to Article XXI, shall not be reconsidered for new Membership until the expiration of five (5) years from the Participating Agency's withdrawal.

ARTICLE XXI

EXPULSION

The Authority shall have the right to expel any Participating Agency from a specific coverage program or from the entire Authority upon a four-fifths (4/5) vote of the entire Board after ninety (90) days written notice to the Participating Agency; and such expulsion shall be effective at the conclusion of the program year in which the notice is given, unless a different, specific date is stated by the Board. Any Participating Agency so expelled shall, on the effective date of the expulsion, be treated the same as if the Participating Agency had voluntarily withdrawn from this program.

ARTICLE XXII

EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal or expulsion of any Participating Agency after the inception of its participation in the Authority or any pooled coverage program shall not terminate its responsibility:

- (a) to cooperate fully with the Authority in determining the cause of losses and in the settlement of claims incurred during the coverage period, as defined in the Memorandum of Coverage;
- (b) to pay any cash assessments or other amounts determined by the Board to be due and payable to each program year of each program in which it participated until all claims, or other unpaid liabilities, covering such periods have been finally resolved;

(c) to provide the Authority with such statistical and loss experience data and other information as may be necessary for the Authority to carry out the purposes of this Agreement; and

(d) to cooperate with and assist the Authority and any insurer, claims adjuster or legal counsel retained by the Authority, in all matters relating to this Agreement.

Coverages under all pooled coverage programs in which that Participating Agency participated will remain in effect and continue until the conclusion of their respective program years or an earlier date as determined by the Board.

Further, withdrawal or expulsion of a Participating Agency shall not be considered as a completion of the purpose of this Agreement and shall not require the repayment or return to the withdrawing Participating Agency of all or any part of any contributions, payments or advances made by the parties unless the Agreement is rescinded or terminated as to all parties; however, when funds earmarked for program years in which the Participating Agency participated are rebated or redistributed to Participating Agencies, the withdrawing Participating Agency will be entitled to its pro rata share as determined by the Board for its years of participation.

ARTICLE XXIII

TERMINATION AND DISTRIBUTION

This Agreement may be terminated any time by the written consent of a majority of the Members' city councils provided that all Participating Agencies are notified in writing at least ninety (90) days in advance; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority. Notification of the action of the Members' city councils in terminating this Agreement may be delivered by mail to the Authority or in person by each Member's Director or Alternate Director at a regular or special meeting of the Board. Upon termination of this Agreement, all assets of the Authority shall be distributed only among the Participating Agencies which have been participants in its pooled coverage programs, including any of those Participating Agencies which previously withdrew or were expelled pursuant to Articles XXI and XXII of this Agreement, and in accordance with the terms and conditions of the Bylaws of the Authority. The Board shall determine such distribution within six (6) months after the last pending claim or covered loss subject to this Agreement has been finally resolved.

The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to require the Participating Agencies, including those which were program participants at the time the claim arose or at the time the covered loss was incurred, to pay their share of any cash assessment deemed necessary by the Board for final disposition of all such claims and covered losses subject to this Agreement. The decision of the Board under this Article shall be final.

ARTICLE XXIV

NOTICES

Notices to Participating Agencies under this Agreement shall be sufficient if mailed, first class, to

their respective addresses on file with the Authority. Notices to the Authority shall be sufficient if mailed, first class, to the address of the Authority as contained in the Bylaws.

ARTICLE XXV

PROHIBITION AGAINST ASSIGNMENT

No Participating Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Participating Agency shall have any right, claim, or title to any part, share, interest, or asset of the Authority.

ARTICLE XXVI

AMENDMENTS

This Agreement may be amended by two thirds (2/3) vote of the Members' and Associate Members' city councils provided that any amendment is compatible with the purposes of this Agreement and has been submitted to the Members at least thirty (30) days in advance. Any such amendment shall be effective immediately upon receipt by the Authority of votes sufficient for passage, unless otherwise designated. Notification of the action of the Members' city councils may be delivered by a Member's Director or Alternate Director at any regular or special meeting of the Board. Such amendments shall be binding upon all Participating Agencies of the Authority.

ARTICLE XXVII

SEVERABILITY

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

ARTICLE XXVIII

AGREEMENT COMPLETE

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

**REDWOOD EMPIRE MUNICIPAL INSURANCE FUND
FOURTH AMENDED AND RESTATED
JOINT POWERS AGREEMENT
Effective as of July 1, 2021
[signature pages]**

Name of Member Entity: _____

Date: _____

By: _____
Name/Title

Attest: _____
City/Town Clerk

Redwood Empire Municipal Insurance Fund

Date: _____

By: _____
Name/Title

Attest: _____
Secretary, REMIF

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

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

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority (“Original JPA Agreement”). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 (“PARSAC Agreement”).
2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers’ compensation claims.
3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.
4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.
5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.
6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).
7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.
8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers’ compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

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

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

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

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

**ARTICLE II.
PURPOSE**

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

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

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

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

ARTICLE III. PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

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

ARTICLE IV. POWERS

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

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

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

**ARTICLE V.
BOARD OF DIRECTORS**

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

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

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

**ARTICLE VII.
OFFICERS**

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

**ARTICLE VIII.
MEETINGS AND RECORDS**

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

**ARTICLE IX.
BUDGET**

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

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

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

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

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

ARTICLE XI. ADMISSION OF NEW MEMBERS

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

ARTICLE XII. WITHDRAWAL

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

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

ARTICLE XIII. EXPULSION

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

ARTICLE XIV. TERMINATION AND DISTRIBUTION

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

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

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

**ARTICLE XVI.
NOTICES**

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

**ARTICLE XVII.
AMENDMENTS**

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

**ARTICLE XVIII.
SEVERABILITY**

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

**ARTICLE XIX.
COMPLETE AGREEMENT**

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

**ARTICLE XX.
TERM OF AGREEMENT**

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

**ARTICLE XXI.
COUNTERPARTS**

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

**ARTICLE XXII.
ARBITRATION**

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

**ARTICLE XXIII.
FORCE MAJEURE**

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

**ARTICLE XXIV.
DEFINITIONS**

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

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

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

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

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

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

APPENDIX “B”

PARSAC Agreement

PARSAC

JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

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PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

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

Program of PARSAC.

I. **“Executive Committee”** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. **“Fiscal Year”** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. **“Incurred Loss”** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. **“Insurance”** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. **“Liability Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.

N. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. **“Memorandum of Coverage”** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

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

ARTICLE II PARTIES TO THE AGREEMENT

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

ARTICLE III PURPOSES

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

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

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

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

**ARTICLE V
TERM OF AGREEMENT**

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

**ARTICLE VI
POWERS OF PARSAC**

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

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

B. Sign a Membership Resolution for each Program;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BOARD OF DIRECTORS

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

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

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

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

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

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

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

D. The Board shall elect PARSAC's officers;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX OFFICERS

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

ARTICLE X EXECUTIVE COMMITTEE

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

ARTICLE XI ADMINISTRATION

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

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

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

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

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

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

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

shall pay all costs of such claims reviews.

ARTICLE XIV ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV

SUPPORT OF PARSAC'S GENERAL EXPENSES

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

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

ARTICLE XVI DEPOSIT PREMIUMS

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

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

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

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

ARTICLE XVII PARSAC MEMBERSHIP

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

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

ARTICLE XVIII MEMORANDA OF COVERAGE

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

ARTICLE XIX

SIR MANDATORY RESERVES/PAYMENTS

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

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

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

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

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

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

The claims payment procedures for members participating in the Workers’

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

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

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

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

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

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

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

ARTICLE XXI NEW MEMBERS

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

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

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

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

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

ARTICLE XXII WITHDRAWAL

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

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

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

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

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

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

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

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

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

ARTICLE XXIII EXPULSION

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

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

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

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

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

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

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

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

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

ARTICLE XXV TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

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

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

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

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

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

ARTICLE XXVI NOTICES

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

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE XXVIII AMENDMENTS

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

**ARTICLE XXIX
SEVERABILITY**

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

**ARTICLE XXX
AGREEMENT COMPLETE**

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

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

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

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

Date: By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date: By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

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

Appendix "C"

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

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

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

RECITALS

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

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

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

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

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

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

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

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

ARTICLE II

PARTIES TO THE AGREEMENT

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

ARTICLE III

PURPOSE

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

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

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

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

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

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

ARTICLE V

TERM OF AGREEMENT

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

ARTICLE VI

SEVERABILITY

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

ARTICLE VII

AGREEMENT COMPLETE

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

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

ARTICLE VIII

AMENDMENTS

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

ARTICLE IX

EXECUTION OF COUNTERPARTS

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

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

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

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

APPENDIX “B”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

FORMER MEMBER ENTITIES

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

**CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
Effective as of July 1, 2021
[signature pages]**

Name of Member Entity: _____

Date: _____

By: _____
Name/Title

Attest: _____
City/Town Clerk

California Intergovernmental Risk Authority

Date: _____

By: _____
Name/Title

Attest: _____
Secretary, CIRA

BYLAWS

The following Bylaws are for the regulation of Redwood Empire Municipal Insurance Fund, except as otherwise provided by Statute or the Joint Powers Agreement creating Redwood Empire Municipal Insurance Fund. These Bylaws are dated and will be effective January 1, 2021.

ARTICLE I

DEFINITIONS

The terms in these Bylaws shall be as defined herein and in the Joint Powers Agreement (hereinafter JPA Agreement) creating the Redwood Empire Municipal Insurance Fund (REMIF) unless otherwise specified herein.

Alternate Director means that individual appointed by a Member or Associate Member to act in the absence of its duly appointed representative except the Alternate Director shall not exercise the powers of an officer of the Authority or serve on the Executive Committee.

Associate Member means any contracting public agency who has been a signatory of the Authority's JPA Agreement for less than ten years.

Authority means the Redwood Empire Municipal Insurance Fund created by the JPA Agreement.

Board or Board of Directors means the governing board of the Authority.

Broker is an insurance broker used by the Board to acquire insurance coverage.

Cash Assessment means an amount determined by the Board of Directors, to be paid by each Participating Agency as necessary to meet the Authority's obligations.

Cash Contribution means the annual dollar amount determined by the Board of Directors which is payable by each Participating Agency as its established share of the funding required to cover the financial obligation of each pooled coverage program in which the Participating Agency participates.

Claims means demands made against the Participating Agencies or the Authority arising out of occurrences which may be within any of the Authority's coverage agreements.

Claims Adjuster is the person(s) hired as an employee of the Authority and/or contracted by the Board to determine losses and make or recommend payments in the various coverage programs.

Coverage Agreement is the document issued by the Authority to Participating Agencies specifying the scope and amount of pooled protection provided to each Participating Agency by the Authority in each pooled coverage program.

Covered Loss means any loss resulting from a claim or claims against a Participating Agency or the Authority which is in excess of the respective self-funded retention, and is covered by a Coverage Agreement issued by the Authority or any purchased programs and may include loss payments, defense costs, and other charges directly attributed to the resolution of the matter including defense costs incurred by the Authority.

Deductible means the amount of a claim, which the Participating Agency must incur or become liable for before the Authority is obligated to pay. Deductible is synonymous with Self-Funded Retention.

Director means the individual appointed by the Member or Associated Member to serve on the Board of Directors or the Alternate Director in the absence of the individual Director.

Entire Board shall consist of all Directors, whether or not present at a Board meeting.

Excess Insurance means any self-insurance, insurance, or reinsurance purchased by the Authority to cover losses in excess of the Authority's self-insured retention.

Executive Committee means that body composed of the President, vice President and three additional members of the Board appointed or elected in accordance with the Bylaws of the Authority.

General Manager is the person or firm appointed by the Board to be its Secretary and the Chief Administrative Officer of the Authority.

Incurred Loss means the sum of monies paid and reserved by the Authority that is necessary to investigate and defend a claim and to satisfy a covered loss sustained by a Participating Agency or the Authority pursuant to a coverage agreement.

Member means any Participating Agency that has been a signatory to the Authority's JPA Agreement for more than ten years.

Participating Agency means any Associate Member agency or Member agency that is signatory to the Authority's JPA Agreement.

Pooled Coverage Programs shall consist of coverages provided by the Authority pursuant to a Coverage Agreement. These may include, but are not limited to property, workers' compensation and liability coverages as may be determined by

the Board.

Program Year means a period of time determined by the Board, usually twelve (12) months, into which each pooled coverage program shall be segregated for purposes of account, record keeping, and coverage interpretation.

Self-Funded Retention means the amount of a claim, which the Participating Agency must incur or become liable for before the Authority is obligated to pay. Self-Funded Retention is synonymous with Deductible.

Treasurer means an officer of the Authority appointed by a majority of the Entire Board who shall serve at the pleasure of the Board.

ARTICLE II

OFFICES

The principal executive office for the transaction of business of the Authority and receipt of all notices is hereby fixed and located as described in the attached addendum hereto and incorporated herein by reference. The Board shall have the authority to change the location of the principal executive office.

Other business offices may be established by the Board at any time and at any place or places where the Authority is qualified to do business.

ARTICLE III

DIRECTORS OR OFFICERS

Appointment of Board of Directors

The Board of Directors will include one Director from each Member and a Director from each Associate Member.

The governing board or other duly designated official of each Member and Associate Member of the Authority shall appoint a representative to the Board of Directors. The appointment shall be in writing, directed to the Authority at its designated principal executive office, and shall remain in effect until the receipt of a written notice designating a replacement. Each Member and Associate Member shall also designate an Alternate Director, in the manner described above, to act in the absence of its duly appointed representative except the Alternate Director shall not exercise the powers of an officer of the Authority or serve on the Executive Committee. Each Director has one vote.

Election and Removal of Officers

The officers of the Authority shall be the President, Vice President, Treasurer and General Manager/Secretary. The President and Vice President shall be elected, as individuals, from among the members of the Board of Directors not as the Participating Agencies they represent. The term of office for President and Vice President shall be two (2) fiscal years, and they shall assume the duties of their offices at the beginning of the next fiscal year.

The Treasurer will be appointed, by a majority of the Board, and shall serve at the pleasure of the Board. The qualifications of the Treasurer will be set by Board policy and shall have the powers, duties and responsibilities specified in Government Code §6505.5. The Treasurer shall have no vote on the Board unless he/she is a Director also.

The General Manager shall be the Secretary and Chief Administrative Officer of the Authority, appointed by the Board and shall serve at the pleasure of the Board. Although the General Manager is an officer of the Authority, he/she may not vote on matters before the Board, Executive or other appointed committees. The General Manager may not be an employee or an officer of a Participating Agency. The General Manager shall be responsible for administering the operations of the Authority, cause minutes to be kept as specified by the Board, shall have the duty to maintain or cause to be maintained all accounting and other financial records of the Authority, file financial reports of the Authority, and perform other such duties as the Board may specify.

Election for President will be held first and then election for Vice President. Each Director present shall cast one vote for each office. The candidate receiving the greatest plurality of votes for the particular office will be elected and will assume the office on July 1 of the succeeding fiscal year. In the event of a tie vote, those not involved in the tie vote will be eliminated and the remaining candidates will be the subjects of a run-off election as described above. If unsuccessful after the run off, the election for that office shall start again with all the candidates eligible. Nomination of candidates and election for the Officers and the Executive Committee shall be made at the June meeting every other year for the succeeding fiscal year. Officers and the Executive Committee elections will be held on opposite years.

The President and Vice President will be elected at the Annual Board meeting in fiscal years ending in even numbered years and shall serve for their elected term of office for two (2) years, or until removal by the Participating Agency, or removal from office by the affirmative vote of the majority of the Board of Directors at any regular or special meeting of the Board of Directors. Vacancies in the offices of President or Vice President or Executive Committee will be filled by election of a replacement, at the next regular or special meeting of the Board, by a majority vote of the Board, to serve the remainder of the unexpired term.

All other Authority staff positions will be appointed by the General Manager subject to budget approval by the Board.

The Board shall require the General Manager and the Treasurer to file with the Authority

an individual or a blanket bond in the amount to be fixed by the Board, but not less than \$100,000. The Authority shall pay the cost of the premiums for the bond required by it.

ARTICLE IV

EXECUTIVE COMMITTEE

There shall be an Executive Committee composed of five members. The President and Vice President shall serve on the Executive Committee during their incumbency and three members at large will be elected every other year to serve with them.

The election of members at large to serve on the Executive Committee will be held at the annual Board meeting in fiscal years ending in odd numbered years. The at-large members shall be elected, as individuals, from among the members of the Board of Directors, not as the Participating Agencies they represent. If an Executive Committee member is not available for a committee meeting, no alternate can sit as a replacement.

One Executive Committee member shall be elected from each of the following three regions:

South Region includes: Cotati, Sebastopol Rohnert Park, Sonoma, and Windsor

Central Region includes: Cloverdale, Healdsburg, Lakeport, St. Helena, and Ukiah

North Region includes: Arcata, Eureka, Fort Bragg, Fortuna, and Willits

Each Region will elect their own Executive Committee Representative. The Board may revise the membership of the three regions from time to time as membership in the Authority changes.

Any vacancy on the Executive Committee shall be filled at the Next Board meeting by a vote from the appropriate Region as specified in Article III for elections and Removal of Officers.

Powers

The powers of the Executive Committee shall be those powers delegated to it by the Board of Directors, which may include but are not limited to:

- recommendation on the personnel matters concerning salary, benefits and working conditions of the General Manager;
- covered loss settlement authority as determined per Article X;
- approval of service contracts in excess of staff's authority of \$50,000, but within budgeted amounts;

- amendments to the annual budget within limits established in Article VIII;
- other authority as delegated by the Board.

The Board of Directors may revoke any of the powers delegated to the Executive Committee by a majority vote of the Board.

ARTICLE V **MEETINGS**

Board of Directors Meetings

There shall be at least one (1) regular meeting of the Board of Directors each year, which shall be designated as the Annual Membership Meeting. At the final Board meeting of each fiscal year, the Board shall fix the date, hour and location at which each regular meeting in the succeeding year is to be held. Special meetings may be called by the President or a majority of the Board. Notice of such special meetings shall be delivered personally, by electronic facsimile transmission or by mail, as provided by state law, to each Participating Agency at least twenty-four (24) hours before the time of such meetings.

A regular or special meeting of the Board may be cancelled or postponed by the General Manager or President by notice delivered as provided by state law, to each Participating Agency at least twenty-four (24) hours before the time of such meeting. The Annual Membership Meeting may be postponed but not cancelled.

Executive Committee Meetings

The Executive Committee shall hold meetings as the need arises. Some may coincide with meetings of the Board of Directors. The President or 2 members of the Executive Committee may request meetings, as need dictates. Notice of such special meetings shall be delivered as provided by state law, to each Participating Agency at least twenty-four (24) hours before the time of such meetings.

A regular or special meeting of the Executive Committee may be cancelled or postponed by the President by notice delivered as provided by State law, to each Participating Agency at least twenty-four (24) hours before the time of such meeting.

General Meetings

No business may be transacted by the Board, Executive Committee, or other appointed committees without a quorum of their respective members participating. A quorum of the Board shall consist of a majority of its number; a quorum of the Executive Committee shall number three (3) members. Quorums of other committees established by the Board shall be a majority of their members. A majority of the members present must vote in favor of a motion to approve it, except as otherwise provided in the JPA Agreement or Bylaws and

except for the following:

1. A two-thirds (2/3) vote of the Board is required to amend the Bylaws provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the JPA Agreement and has been submitted to the Board at least thirty 30 days in advance.
2. A majority vote of the Board is required to levy a cash assessment for any pooled coverage program.
3. A majority vote of the Board is required to remove an officer of the Board or member of the Executive Committee.
4. A four-fifths (4/5) vote of the entire Board is required to expel any Participating Agency from the Authority.

The Board and the Executive Committee shall conduct their meetings in accordance with Robert's Rules of Order.

All meetings of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, or any other applicable State law.

The General Manager shall cause minutes of all regular, adjourned regular and special meetings to be kept. As designated by the Board a copy of the minutes will be forwarded to each Participating Agency.

ARTICLE VI

DUTIES OF DIRECTORS AND OFFICERS

The Board of Directors shall be responsible for governing the Authority either directly or by delegation to other bodies or persons unless prohibited by law or by the JPA Agreement, and shall exercise all those powers not specifically reserved to the Participating Agencies in the JPA Agreement. Each Director shall have the authority to bind their Participating Agency on all matters pertaining to the JPA Agreement as provided in the JPA Agreement. In addition, the results of all votes will have the authority to bind all Participating Agencies. Each Director shall be entitled to cast one vote in all matters requiring a vote, except in the case of an actual or potential conflict of interest.

The Board may establish committees and delegate to them functions not otherwise reserved to the Board.

The duties of the President shall be to preside at all meetings of the board and the Executive Committee and to perform such other duties as the Board may specify.

The duties of the Vice President shall be to act as the President, in the absence of the President, and to perform such other duties as the Board may specify.

The duties of the Treasurer shall be those specified in §6505.5 or 6505.6 of the California Government Code, to receive and safekeep all money coming into the treasury, to comply with all laws governing the deposit and investment of funds, and to provide a quarterly financial report to the Board summarizing receipts, disbursements, and fund balances, along with a listing of all investments and other duties as specified by the Board.

The duties of the General Manager shall be to administer the operations of the Authority, to cause minutes to be kept as specified in the JPA Agreement, to maintain or cause to be maintained all accounting and other financial records of the Authority, to file all financial reports of the Authority and to perform such other duties as the Board may specify.

ARTICLE VII

BUDGET

An annual budget shall be presented by the General Manager to the Board before and be adopted no later than June 30 of each year. At the discretion of the Board, a multi-year budget may be adopted, thereby eliminating the requirements of annual presentation and adoption during the term of such multi-year budget.

The budget shall separately show the following:

- a. general and administrative expenses;
- b. revenue section;

ARTICLE VIII

RECEIPT AND DISBURSEMENT OF FUNDS

Revenues of the Authority shall be received at its principal executive office. The Treasurer, General Manager or other designee of the Board shall safeguard and invest funds in accordance with the Authority's current Investment Policy.

The General Manager and others as designed by the Board shall be authorized signatories of the Authority's checking account. All checks disbursing funds of the Authority shall be signed by the appropriate number of individuals as established by action of the Board.

The General Manager shall be authorized to make all expenditures for goods or services without specific approval, to the extent such funds have been included and approved by adoption of the budget, or as subsequently approved by the Board.

The Executive Committee shall be authorized to permit budget modifications in amounts up to \$50,000 for expenditures in excess of previously budgeted or approved amounts.

ARTICLE IX

ACCOUNTS AND RECORDS

The Authority shall maintain such funds and accounts in accordance with acceptable accounting practices or by any provision of the law or any policy of the Board. Books and records in the possession of the Treasurer or the Board's designee that are considered public documents by state law shall be open to inspection at all reasonable times by designated representatives of the Participating Agencies.

The Treasurer or the Board's designee shall report to the Board as required by State law and Board policy.

The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority at the end of each fiscal year. The audit report shall be filed within six (6) months of the end of the fiscal year under examination. The Authority shall bear the cost of the audit.

The fiscal year of the Authority is the period from the first day of July of each year to and including the last day of June of the following year.

The Authority shall maintain or cause to be maintained accurate loss records for all covered risks, for all claims paid, and for such other losses as it requires records or directs records to be maintained.

ARTICLE X

SETTLEMENT OF CLAIMS

The General Manager or the Board's designee shall have authority to settle workers compensation, property and liability claims up to the limit specified by law and Board policy but not to exceed the actual amount of the claim.

The General Manager will have authority to settle property and liability claims for up to \$40,000 per occurrence. The Executive Committee shall have authority to settle property and liability claims from \$40,000 up to \$150,000 per occurrence. The Board shall have authority to settle claims in excess of these amounts up to the Authority's limit of coverage.

For workers compensation claims, staff has standing authority to pay benefits due under workers compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a covenant and release exceeding the statutory requirements may be settled by the General Manager for amounts not to exceed \$40,000; by the Executive Committee for amounts not to exceed \$150,000; and for any higher amount, by the Board, up to the Authority's limit of coverage.

From time to time, the Board may, by policy or resolution, raise or lower the level of settlement authority granted to the General Manager and/or Executive Committee.

ARTICLE XI

POOLED RISK COVERAGE PROGRAMS

The Authority shall provide pooled risk coverage programs as determined by the Board of Directors. All Participating Agencies must participate in at least one pooled risk coverage program in order to maintain their membership in the Authority. The terms and conditions of each pooled risk coverage program including, but not limited to, agency participation commitment, choices of self-funded retentions, cash contributions, formulas, and other relevant details will be determined by the Board through these Bylaws, addendum, policies and/or coverage agreements.

The Board is authorized to adopt and provide additional pooled risk coverage programs it deems beneficial to Members.

Coverage may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board as described in policy, attached addendum or coverage agreement.

Each pooled risk coverage program will be funded by annual cash contributions of the Participating Agencies at a level that is determined to be sufficient to cover the predicted losses, loss adjustment expenses, defense costs, excess premiums, and proportionate share of general administrative expenses of the Authority.

The cash contributions shall be calculated by taking into consideration the above expenses as well as each Participating Agency's incurred loss experience and deductible selected. The formula for establishing the cash contributions shall be included as an addendum to these Bylaws or in Board policy and can be changed by the Board to properly fund each program.

The cash contributions will be pooled with each year's cash contributions to provide a central pool for each pooled risk coverage program. These cash contributions paid to the Authority and any investment income attributed to such fund shall be held in trust by the Authority to carry out the purposes of the Authority as set forth in these Bylaws and the Authority Agreement. Failure to pay cash contributions when due will constitute grounds for cancellation of coverage under terms and procedures established by the Board. If the participating agency doesn't pay after 30 days, an interest fee will be issued; after 60 days, a \$150.00 penalty will be issued; and after 90 days of non-payment, notification will be sent to the Executive Committee and the delinquent Member's City Manager. After 120 days, a notice of cancellation will be issued by the Executive Committee to the delinquent Member.

Refunds of excess funds to the Participating Agencies will be issued in accordance with these Bylaws or policies established by the Board. Per California Government Code section 6512.2, there is no right to refunds or return of excess funds at any time, except as approved by the Board, and withdrawal or termination of membership shall not require the refund of any contributions, payments or advances by the Member.

Excess funds in one pooled risk coverage program shall not be used to fund a different pooled risk coverage program.

Cash contribution invoices are payable upon receipt and become in arrears thirty (30) days after the invoice date. Interest and/or other penalties for all such invoices in arrears shall be calculated in accordance with the policies and procedures adopted by the Board.

ARTICLE XII

RISK COVERAGE AND DEDUCTIBLES

EFFECTIVE DATE

Pursuant to the payment of cash contributions by each Participating Agency to the Authority, the Authority shall issue to each Participating Agency a coverage agreement or policy, indicating the risk coverage provided to the Participating Agency by the Authority. The coverage provided by the coverage agreement begins and ends for each Participating Agency on such dates as set forth in the coverage agreement.

DEDUCTIBLES

For each coverage agreement provided, the Authority is responsible for the risks covered by the coverage agreement over and above the deductible but only up to the limits of the coverage agreement. Each Participating Agency shall designate the deductible for each of its coverage agreements, but in no case will it be less than the per loss amount stated by Board policy or in the Bylaws. Each Participating Agency is responsible for the deductible applicable to it under the coverage agreement. The Authority shall take the amount of the deductible into consideration in calculating the amount charged to each Participating Agency for the risks covered. The Participating Agency will be responsible for all amounts over the combination of its Deductible, the Authority's coverage amount, and any purchased and/or pooled excess coverage if the loss or settlement exceeds the combination.

SUBROGATION

The Authority shall share each subrogation recovery with the Participating Agency in accordance with any policies or procedures described in the coverage agreement from which the covered loss originated. Each subrogation action shall be brought on behalf of both the Participating Agency and the Authority.

SPECIAL COVERAGES

The Authority may negotiate special coverages with or for a Participating Agency(ies) as may be requested by the Participating Agency(ies). The special coverages may be approved by the Board and be funded in accordance with the Authority's Bylaws or policies. It is

intended that special coverages for any Participating Agency(ies) not be provided at the expense of the other Participating Agencies without Board approval.

ARTICLE XIII

ASSESSMENTS

Upon a majority vote of the Board, the Board shall have the authority to levy a cash assessment for any pooled coverage program. There must be a finding by the Board that these are insufficient funds available to the Authority to meet its obligations.

A cash assessment shall be directed only to those Participating Agencies or former Participating Agencies which participated in the pooled coverage program during the program year in which the covered loss, causing the assessment, was incurred.

The cash assessment will be due and payable thirty (30) days from the date the Board declares the assessment, unless otherwise indicated.

Any costs, including attorney fees incurred by the Authority in collecting any cash assessment, shall be reimbursed in full by the Participating Agency against which such collection action has been taken.

ARTICLE XIV

MEMBERSHIP

New Member

The Authority may allow entry into the program a new Participating Agency as an Associate Member, approved by the Board only at the beginning of the Authority's fiscal year following the Authority's fiscal year in which the request to join the Authority is submitted to the Board by the agency requesting membership. Request for membership shall only be considered by the Board if the agency requesting membership has submitted a written request to the Board at least six (6) months prior to the beginning of the Authority's fiscal year in which the agency seeks membership. Moreover, the Board shall not consider a request for membership unless it includes, but is not limited to, such information as noted below:

- a) Complete a REMIF application form, which may include, but not be limited to, the following information.
 - 1) underwriting data for the current year;
 - 2) payrolls for the prior five years;
 - 3) loss history for the prior five years;
 - 4) a copy of the most recent claims audit and actuarial reports;
 - 5) a copy for the most recent audited financial statements;
 - 6) an indication as to the pooled coverage programs in which the prospective applicant wishes to participate and the anticipated retained limit for such programs; and
- b) Provide an actuarial study in a framework that is acceptable to REMIF.
- c) Provide a current accreditation or independent consultant's report from an organization that is acceptable to REMIF.
- d) Submit to a staff analysis of their qualifications for membership and provide whatever documentation is required.
- e) Comply with any other requests or considerations made by the Board of Directors.

Agencies entering under this Article shall be required to pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their premiums.

Upon review of a prospective Participating Agency's application and after any necessary site visits by staff, a report, containing a staff recommendation, will be presented to the Board of Directors. The prospective Participating Agency will be invited to attend a meeting of the Board of Directors to respond to questions concerning the application. The

affirmative vote of a two-third (2/3) majority of the Board is necessary for admission to the Authority.

Any agency admitted under this Article will be designated an Associate Member with all the rights and responsibilities assigned by the Agreement, these Bylaws, and Board policies to an Associate Member.

ARTICLE XV

TERMINATION AND DISTRIBUTION

Upon termination of the Authority, in accordance with Article XXII of the JPA Agreement, the Authority shall take all necessary actions to properly dispose of all claims and other liabilities of the Authority.

Cash Contributions:

All remaining cash assets shall be distributed among only the parties which have been participants in the pooled coverage program, including any of those parties which had previously withdrawn, or were expelled, pursuant to Articles XX and XXI of the JPA Agreement and in accordance with the terms and conditions of the Bylaws. Each qualifying participant's share shall be determined by policy or a resolution of the Board of Directors. The Board shall determine and make such distribution within six (6) months after the last pending claim or covered loss, subject to the JPA Agreement, has been finally resolved.

Real and Personal Property (other than cash contributions):

All real and personal property shall be liquidated. The cash from the liquidated assets will be distributed in the manner as determined by the Board of Directors. The Board shall determine and make such distribution within six (6) months after the last pending claim or covered loss, subject to the JPA Agreement, has been finally resolved.

ARTICLE XVI

AMENDMENTS

These Bylaws may be amended by a two-thirds (2/3) vote of the Board provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the JPA Agreement, and has been submitted to the Board at least thirty (30) days in advance. Any such amendment shall be effective immediately, unless otherwise designated.

ARTICLE XVII

SEVERABILITY

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

ADDENDUM I

MEMBER LISTING

Original 7 Founding Members

Established in 1976

City of Cloverdale

City of Cotati

City of Healdsburg

City of Rohnert Park

City of Sebastopol

City of Sonoma

City of Ukiah

Effective July 1, 2014, the following public agencies are Current Members and Former Associate Members of the Redwood Empire Municipal Insurance Fund:

Member

Date Joined

City of Fort Bragg

12/31/78

City of Lakeport

12/31/78

City of Willits

12/31/78

City of Arcata

7/1/80

City of Fortuna

7/1/80

City of St. Helena

7/1/86

Town of Windsor

7/1/92

City of Eureka

3/1/93

City of Crescent City

3/1/78 to 6/30/93 (Former)

ADDENDUM II

OFFICES

The principal address of Redwood Empire Municipal Insurance Fund for the transaction of business and receipt of all notices shall be:

414 W. Napa Street
Sonoma, CA 95476

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

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

**ARTICLE III.
NEW MEMBERS**

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

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

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

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

ARTICLE IV. MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

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

ARTICLE V. GOVERNING BOARD

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

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

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

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

ARTICLE VI. OFFICERS

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

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

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

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

ARTICLE VII. COMMITTEES

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

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

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

ARTICLE VIII. GENERAL MANAGER

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

ARTICLE IX. SETTLEMENT OF CLAIMS

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

**ARTICLE X.
FINANCIAL AUDIT**

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

**ARTICLE XI.
FISCAL YEAR**

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

**ARTICLE XII.
BUDGET**

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

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

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

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

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

ARTICLE XIV. PROGRAMS

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

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

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

ARTICLE XV.

WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY

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

B. Withdrawal from the Authority

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

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

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

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

C. Remedies on Default

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

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

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

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

ARTICLE XVII. LEGAL REPRESENTATION

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

ARTICLE XVIII. EXECUTION OF CONTRACTS

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

ARTICLE XXIV. EXPENSE REIMBURSEMENT AND INSURANCE

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

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

**ARTICLE XIX.
NOTICES**

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

**ARTICLE XX.
EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY**

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

**ARTICLE XXI.
POWER OF DESIGNATED PARTY**

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



AGENDA SUMMARY REPORT

SUBJECT: Receive Annual Report Regarding City of Ukiah's Electric Utility Wildfire Mitigation Plan in Response to Senate Bill 901.

DEPARTMENT: Electric Utility **PREPARED BY:** Cindy Sauers, Assistant Electric Utility Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. 2020-12-16 Ukiah's Wildfire Mitigation Plan_Revision 2
2. Appendix A Wildfire Prevention Program

Summary: Council will receive the annual report regarding the the Electric Utility's Wildfire Mitigation Plan.

Background: In response to catastrophic wildfires in California, Senate Bill 901 was passed in 2018 requiring California utilities to prepare a Wildfire Mitigation Plan (WMP), have the plan independently reviewed and submit the plan to the State. Utilities are required to update and resubmit the plan annually.

On December 4, 2019, Council approved the Electric Utility's WMP and received the report on the subsequent third party review on June 17, 2020.

Discussion: Ukiah's WMP (Attachment 1) addresses the range of activities that the Electric Utility is taking to minimize the sources of ignition and improve the resiliency of the electric grid. The WMP outlines eight strategies that the Utility is using to mitigate wildfires:

- Vegetation Management
- Enhanced Inspections
- Situational Awareness
- Operational Practices
- System Hardening
- Public Safety and Notification
- Reclosing and De-energization
- Wildfire Response and Recovery

These strategies are to be accomplished through three programs:

- Wildfire Prevention Program
- Distribution Capital Improvement Program
- City of Ukiah Hazard Mitigation Plan

The Wildfire Prevention Program (Attachment 2) was in development during the previous review period and will be included in this revision of the WMP as Appendix A. The Wildfire Prevention Program outlines additional programs that focus on operational strategies to prevent ignition and the catastrophic impacts of a potential wildfire. This program, coupled with the Capital Improvement Program, address operational

practices and system upgrades that utilize technology advancements and industry best practices to prevent wildfires.

Recommended Action: Receive Annual Report Regarding City of Ukiah's Electric Utility Wildfire Mitigation Plan in Response to Senate Bill 901.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mel Grandi, Electric Utility Director

Approved: 
Sage Sangiacomo, City Manager



Ukiah Electric Utility

2019 WILDFIRE MITIGATION PLAN

December 4, 2019
Revision 1 - June 17, 2020
Revision 2 – December 16, 2020

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1. OVERVIEW

A. POLICY STATEMENT

Ukiah Electric Utility has been operating its electric system for over one-hundred years. Public and employee safety is paramount in the operation, construction and maintenance of the electric system. Given recent, catastrophic wildfires in California, the state passed Senate Bill (SB) 901 in September 2018. The law requires utilities to prepare wildfire mitigation measures if the utility's overhead electrical lines and equipment are located in an area that has a significant risk of wildfire resulting from those electrical lines and equipment. The law requires the wildfire mitigation measures to incorporate specific information and procedures and requires the local publicly owned electric utility, before January 1, 2020, and annually thereafter, to prepare a wildfire mitigation plan. Portions of Ukiah Electric Utility's (UEU) electrical infrastructure is located in and adjacent California Public Utilities Commission (CPUC) designated Tier 2 wildfire threat areas.

UEU's overarching goal is to provide safe, reliable, and economic electric service to its local community. In order to meet this goal, UEU constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan (WMP) describes the range of activities that UEU is taking or considering, to mitigate the threat of power-line ignited wildfires, including its various programs, policies, and procedures. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter. The Plan will be iterative, promote continuous improvement year-over-year, and represent best efforts to implement industry best practices in a prudent and reasonable manner.

UEU is a department within the City of Ukiah. For wildfire prevention and response, UEU is subordinate to the Ukiah Valley Fire Authority (UVFA) and City of Ukiah Police Department (UPD).

The City of Ukiah adopted a Emergency Operations Plan (EOP) in 2007 and the Building Community Preparedness and Resilience Program in 2019. The UEU Wildfire Mitigation Plan supports the aspirational goals of these plans in the area of Wildland Fire. The objectives of the Plans specifically supported by this UEU Wildfire Mitigation Plan are as follows:

1. Educate the public about wildland fire dangers and the steps that can be taken to prevent or minimize their effects.
2. Maintain Emergency Operations Center for coordination of information and resources.

3. Reduce the potential for destructive actions of the fire should ignition occur, utilizing fire pre-plans, ensuring a properly trained, staffed, and equipped emergency response capability, and timely response to prevent the spread of the fire, minimizing risks to humans and property.
4. Ensure that adequate resources are available to pre-plan for incidents that may occur in the high fire hazard severity zones within the City of Ukiah.

C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan includes the following elements:

Section 2 - Objectives of the Plan;

Section 3 - Roles and responsibilities for carrying out the Plan;

Section 4 - Identification of key wildfire risks and risk drivers;

Section 5 - Description of wildfire prevention, mitigation, and response strategies and programs;

Section 6 - Community outreach and education;

Section 7 - Restoration of service following a wildfire;

Section 8 - Metrics for evaluating the Performance of the WMP and identifying areas for improvement;

Section 9 - Independent audit of the Plan.

D. DEFINITIONS AND ACRONYMS

- a. COU or City – City of Ukiah
- b. CPUC - California Public Utilities Commission is a regulatory agency that regulates privately owned public utilities in California.
- c. ICS – Incident Command System is a standardized approach to the command, control and coordination of emergency response.
- d. IR – Infrared technology that uses thermography to recognize hot spots in electrical equipment.
- e. EOP – Emergency Operations Plan is a City Plan, formerly known as the Multi Hazard Emergency Response Plan that establishes communication, facilitates collaboration and ensures compliance with local, state and federal emergency management agencies.
- f. LIDAR – Light detection and ranging is a remote sensing technology that uses light in the form of a pulsed laser to measure distances.
- g. MTA – Mendocino Transit Authority
- h. OES – Mendocino County Sheriff's Office of Emergency Services
- i. SCADA – Supervisory Control and Data Acquisition is a computer system for gathering and analyzing real time data.
- j. UEU – Ukiah Electric Utility.
- k. UPD – Ukiah Police Department.
- l. UVFA – Ukiah Valley Fire Authority.
- m. WMP – Wildfire Mitigation Plan refers to this plan as ordered by Senate Bill 901.

2. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that UEU's transmission and distribution system may be the origin or contributing source for the ignition of a fire as well as to protect the system from wildfire damage.

UEU is in the process of evaluating prudent and cost-effective improvements to its physical assets, operations, and training to help meet this objective. UEU will implement those changes consistent with this WMP as staffing and budget allows.

B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development and on-going implementation of this plan, UEU will assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration of service.

Other resiliency efforts include mitigating fire fuels that area that are a threat to our facilities and equipment. Additionally, improved fire coordination will improve resiliency and help avoid the need for public safety power shut off protocols during high fire threat weather. Fire fuels reduction and improved fire response will be addressed in the UEU Wildfire Prevention Program that is in development and described in Section 5.

C. WILDFIRE PREVENTION STRATEGIES & PROGRAMS

1. Strategies

The following strategies are part of this Plan and described in more detail in Section 5.

- **VEGETATION MANAGEMENT**
These strategies help to control vegetation near to UEU overhead transmission and distribution lines so they better adhere to clearance specifications. They also include fire fuels mitigation and other work in order to prevent our system from causing a fire and to protect our system from fire.
- **ENHANCED INSPECTIONS**
These strategies consist of assessment and diagnostic activities as well as associated corrective actions. The practices in this category aim to ensure all infrastructure is in working condition and vegetation adheres to defined minimum distance specifications.
- **SITUATIONAL AWARENESS**
These strategies consist of methods to improve system visualization and awareness of environmental conditions. The practices in this category aim to provide tools to improve the other components of the plan.

- **OPERATIONAL PRACTICES**
These strategies consist of proactive, day-to-day actions taken to mitigate wildfire risks. The practices in this category aim to ensure UEU is prepared in high-risk situations, such as dry, windy environmental conditions.
- **SYSTEM HARDENING**
These strategies consist of system, equipment, and structure design and technical upgrades. The practices in this category aim to improve system hardening to prevent contact between infrastructure and fuel sources, such as vegetation and animals. It also includes making the system more resilient to wildfire and other disasters.
- **PUBLIC SAFETY AND NOTIFICATION**
These strategies will focus on ways to engage the community as partners in preventing and identifying wildfire risk. They include improving outage notification and other items in the interest of public safety.
- **RECLOSING AND DEENERGIZATION**
These strategies include discussion of de-energization as well as circuit reclosing.
- **WILDFIRE RESPONSE & RECOVERY**
These strategies consist of procedures to react to wildfire or other related emergency conditions. The practices aim to formalize protocols for these situations, so UEU can provide an adequate response and recovery.

2. Programs

The strategies above will, as budgetary constraints and staffing permit, be developed and implemented through the following programs that are either active or are being created and coordinated as part of this WMP and are described in more detail in Section 5.

- UEU Wildfire Prevention Program - Appendix A
- UEU Distribution Capital Improvement Program
- COU Emergency Response Plan (EOP)

UEU Wildfire Prevention Strategies and Program Matrix

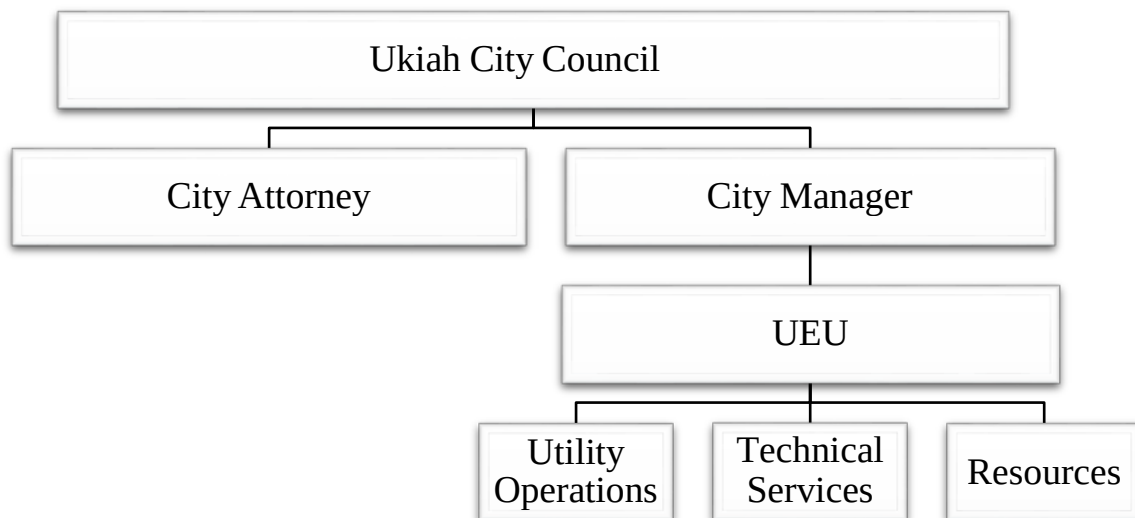
	Wildfire Prevention Plan (in development)	5-year Capital Improvement Plan	COU EOP
Vegetation Management	x		
Enhanced Inspections	x	x	
Situational Awareness		x	x
Operational Practices		x	x
System Hardening		x	x
Public Safety & Notification	x		x
Reclosing & De-energization	x	x	x
Wildfire Response & Recovery	x		x

D. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this WMP is to measure the effectiveness of specific wildfire mitigation strategies. UEU will assess the merits of modifications. This plan will also help determine if more cost-effective measures would produce the same or improved results.

3. ROLES AND RESPONSIBILITIES

A. UEU GOVERNANCE STRUCTURE



This WMP is subject to the direct supervision by the Ukiah City Council (Council), and will be implemented by the UEU Director (“Director”). The City of Ukiah, a general law city, has a City Council - manager form of governance. The City Council is the Utility Commission for UEU.

B. ROLES AND RESPONSIBILITIES FOR PLAN EXECUTION

Executive Level Responsibility: The Director will oversee implementation and ensure that staff follow procedures and protocols. The Assistant Director will manage the execution of performance monitoring. This includes providing guidance to staff and leading the development of reports. The staff responsible for each metric area will aggregate relevant metrics at the direction of the Assistant Director.

1. **Program Owners:** The table below outlines the current assignments and are subject to change.

Program	Owner
UEU Wildfire Prevention Program	COU Fire Marshal’s Office and UEU Director
UEU Distribution Capital Improvement Program	UEU Assistant Director
UEU EOP	UEU Assistant Director

2. **Strategy Leads:** The table below outlines the proposed assignments and are subject to change.

Strategy	Lead Personnel	Key Technical Personnel
Vegetation Management	Electric Superintendent	Senior Electrical Engineer
Enhanced Inspections	Electric Superintendent	Senior Electrical Engineer Electric Superintendent Foreman
Situational Awareness	EU Director	Senior Electrical Engineer Electric Superintendent
Operational Practices	Assist. Electric Utility Director	Senior Electrical Engineer Electric Superintendent
System Hardening	Assist. Electric Utility Director	Senior Electrical Engineer
Public Safety & Notification	EU Director	EU Program Coordinator Management Analyst
Reclosing & De-energization	Assist. Electric Utility Director	Senior Electrical Engineer
Wildfire Response & Recovery	Electric Superintendent	COU Fire Chief Senior Electrical Engineer Line Foremen

C. **COORDINATION WITH JOINT POLE INFRASTRUCTURE PROVIDERS**

For joint pole fire prevention, UEU takes the lead role and informs the subordinate providers when UEU identifies any compromised poles due to third-party attachments. UEU coordinates with communication and electric infrastructure providers throughout the year when work on the system effects their equipment and identifies safety issues. If UEU staff discovers a facility in need of repair owned by an entity, UEU may issue a notice to repair to the facility owner and work to ensure that necessary repairs are promptly completed. During emergencies, UEU assumes the primary role and informs providers when there is damage or risk to their equipment.

D. **COORDINATION WITH CITY OF UKIAH DEPARTMENTS**

Ukiah Valley Fire Authority

The Ukiah Valley Fire Authority is the lead agency in cooperation with UEU for implementation of the UEU Wildfire Prevention & Improved communication Program. UVFA is the City's lead for emergency operations directs UEU regarding public safety priorities.

Ukiah Police Department

UEU coordinates with UPD and is subordinate for emergency and public safety issues. UEU will work closely with the UPD for situational awareness and other public safety issue related to this WMP.

Ukiah Public Works Department

UEU is investigating opportunities to harden the electrical system and increase survivability for traffic control, water and wastewater infrastructures. During wildfires and other public safety events, UEU closely will work with Public Works to ensure water/wastewater facilities and other critical infrastructure have power. These facilities are not only critical for defending the City from wildfire, but are essential for safe repopulation following any disaster. Additionally, the Mendocino Transit Authority (MTA) is a critical operation for evacuations during emergencies and will be part of planning and operational reviews process.

Ukiah Community Services Department

UEU is partnered with the COU Community Services Department as part of the UEU Wildfire Prevention Program for fire fuels mitigation as well as other programs and projects.

Other COU Departments and Administration

UEU, as a member of the City of Ukiah Team, will work to ensure information regarding warnings, alerts, and widespread outages are shared with other departments. The City Communications Team will be an integral part of getting information out to the media and public and will be coordinated with either and/or both the City's EOC as well as any Incident Command in place.

E. CAL OES STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a utility department of the COU located in Mendocino County, UEU may participate in various emergency operation centers depending on the situation and lead agency. As a local governmental agency, COU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state. The COU maintains a EOP that includes UEU. The COU works closely with Mendocino County to coordinate emergency operations, including the Mendocino County Sheriff's Office of Emergency Services (OES).

The Mendocino County Sheriff's Office of Emergency Services (OES) coordinates with Federal, State, and local agencies to prepare, respond, and recover from emergencies and natural disasters.

- OES is responsible for maintaining and updating the County Multi Hazard Mitigation Plan, which is an all hazards plan for Mendocino County.

- OES also coordinates and maintains the county Emergency Operation Center (EOC). The EOC can be used during a major incident to carry out the principles of emergency preparedness and emergency management between multiple agencies.
- The Office of Emergency Services provides technical advice to the Sheriff on local emergency declarations and his direct link to the California Governor's Office of Emergency Services during disasters or any other critical incident. In the event of a major incident OES can work with CAL OES to obtain a Presidential proclamation.
- OES works closely with other local agencies assisting them in preparing emergency plans and in disaster training. OES works as a point of contact for local agencies to the California Governor's Office of Emergency Services.

Pursuant to this structure, UEU coordinates and communicates with the relevant local, state and Federal agencies. This includes participating in City & County EOC exercises as well as providing annual safety meetings. Pursuant to the Emergency Operations Program, an UEU EOC Liaison will participate in the City or County EOC using the standardized Incident Command System (ICS).

4. WILDFIRE RISK AND RISK DRIVERS

A. BACKGROUND

Ukiah typically experiences cool, wet winters and hot, dry summers creating extreme fire weather conditions especially from May through October. Daily temperatures during fire seasons (June-October) can be above 90° Fahrenheit with a relative humidity of less than 30%. Typical vegetation within UEU's service territory include various types of trees including redwood, oak, pine and fir trees as well as annual grasses. Areas of dense brush and annual grasses are present, and result in high fire danger and significant fires especially during wind events. These conditions combine to create extreme fire danger. The risk of catastrophic wildfire in the area rises as the recent trend of drought conditions increases.

B. ENTERPRISE SAFETY AND WILDFIRE RISK METHODOLOGY

In order to ascertain the level of risk to our system, staff looked at our historic outages caused by animals, birds, vegetation, car-pole accidents, and overhead equipment failures as a way to assess wildfire risk. These events were selected because such events can create circumstances such as wire down or sparking that can result in an ignition source. Additionally, UEU will review historic fire records to see if there are other areas of risk that should be addressed.

C. SYSTEM AND OPERATIONAL RISK

UEU's designs and constructs its electric facilities to meet or exceed the relevant federal, state, or industry standards. UEU uses the CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities and, as such, meets or exceeds all applicable standards in GO 95. Additionally, UEU monitors and follow, as appropriate, the

National Electric Safety Code.

Risk drivers associated with design, construction, operations, and maintenance, within our 4.3 square mile service territory include CPUC Tier 2 high fire threat areas that account for approximately 10% of UEU's facilities.

D. GEOGRAPHICAL & CLIMATE RISK

Within UEU's service territory and the surrounding areas, the primary risk drivers associated with geography and climate for wildfire are the following:

- a) Extended drought;
- b) Vegetation type;
- c) Vegetation density (especially the West side)
- d) Weather;
- e) High winds;
- f) Terrain;
- g) Low humidity;
- h) Changing weather patterns
- i) Community at risk
- j) Fire history

E. CPUC HIGH FIRE THREAT DISTRICTS

UEU will incorporate the California Public Utility Commission's (CPUC) Fire Threat Map (Exhibit A) into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

UEU reviews CPUC Fire Threat Map annually to identify needed adjustments to hazard threat levels due to changes in urban development and/or vegetation conditions. When adjustments are identified, UEU collaborates with Ukiah Valley Fire Authority and City Departments and CAL FIRE to update the CPUC Fire Threat Map data and UEU's Fire Threat Map accordingly. The UEU's Fire Threat Map depicts the highest fire threat known.

5. WILDFIRE PREVENTION STRATEGY AND PROGRAMS

A. STRATEGY – VEGETATION MANAGEMENT

UEU meets or exceeds the minimum industry standard vegetation management practices. For both transmission and distribution level facilities, UEU meets: (1) GO 95 Rule 35; and (2) the GO 95 Appendix E Guidelines to Rule 35 (See table below). These standards require significantly increased clearances in the High Fire Threat areas. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. UEU has developed a tree inventory to catalog existing trees and will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance. UEU performs this work with arborists and a contract for tree trimming services as needed.

GO 95

Guidelines to Rule 35

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.

Voltage of Lines	Radial Clearance of Bare Line Conductors From Tree Branches or Foliage
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet
Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts	6 feet
Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts	10 feet
Radial clearances for any conductor of a line operating at 300,000 or more volts	15 feet

In addition, UEU Wildfire Prevention Program (in development) will include the following enhancements

- No vertical coverage allowed above UEU transmission lines;
- Provide vegetation control in a 30-foot perimeter around the Power Plant and substations conductors.
- For public land, provide easement clear from ground to sky adjacent to UEU facilities;
- Work with adjacent customers to get approval for wider clearance on their land. This could include tall, diseased, leaning trees that appear to be at risk of falling into our lines.
- Perform additional vegetation removal for fuels reduction in the easement on an annual rotation to ensure CPUC recommended clearances are maintained based on the fire hazard zone where each transmission and distribution line is located;
- Consider undergrounding areas where heritage trees are prevalent.

B. STRATEGY - ENHANCED INSPECTIONS

Inspection plays an important role in wildfire prevention. UEU currently patrols its system regularly and plans to increase inspections. UEU's current inspection activities includes several components including annual infrared (IR) patrol of overhead lines and substations, inspection of wood poles, 115 KV lines and GIS data collection and sharing.

Some of the enhancements UEU will be exploring include use of unmanned aerial vehicles with IR and possibly LIDAR (light detection and ranging) capability. The frequency of inspections will be increased in the high fire threat areas and when storms or other disasters have significantly impacted our system.

C. STRATEGY - SITUATIONAL AWARENESS

Presently UEU is evaluating to upgrade an automated control management system that can be used during outages. UEU is also investigating advanced metering infrastructure (AMI) technology that has the ability to track customer outages as part of an Outage management System.

Other efforts will include the following technology in collaboration with Ukiah PD and Ukiah Valley Fire Authority.:

- Use unmanned aerial vehicles during high fire threat days for early detection, infrared inspection of hard to reach areas, and other uses in the interest of public safety;
- Communication system upgrades for wildfire and disaster response and recovery;

D. STRATEGY - OPERATIONAL PRACTICES

UEU will operate the system in a manner that will minimize potential wildfire risks including taking all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by UEU electric facilities. UEU will take corrective action for deficiencies when the staff witnesses or is notified of improperly install or maintained fire protection measures. In addition

to those general principles, several new operational practices will help reduce the risk of wildfire and improve the response time in the event of a fire including:

- During high wildfire, threat periods (red flag warnings) perform only essential work. A protocol will be developed that could include staffing at Orchard substation and Mendocino Hydroelectric power plant with an electrical technician or lineman, posting linemen in various parts of the city where the fire danger is higher, and having other field personnel patrolling the city. All personnel will directly report to Fire/Police any hazardous observations. All available UEU Staff placed on standby.
- Collect and maintain wildfire and system data necessary for the implementation and evaluation of this Wildfire Mitigation Plan.

E. STRATEGY - SYSTEM HARDENING

UEU's electric facilities are designed, constructed, and maintained to meet or exceed the relevant federal, state, or industry standard. UEU treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. UEU meets or exceeds all standards in GO 95. Additionally, UEU monitors and follows as appropriate the National Electric Safety Code. In addition to standards, UEU develops a 5-year capital improvement plan that is considering some or all of the following:

- Addition of remote-controlled field reclosers possibly with arc detection technology;
- Poles with operating devices are cleared of flammable vegetation around them with a radius of 10'. Perform this for every wood pole in the system for resiliency;
- Provide or clear additional access paths along power line easements and to ensure access and ability to perform maintenance.
- As 115KV transmission poles reach end of useful life for Tier 2 areas, replace with steel poles in kind.
- Engineering – Revise construction standards to implement arc suppression components, raptor framing, squirrel guards, tree wire, lightning arresters, and arc suppression fusing.
- Create design standards for new equipment for remote controlled reclosers and implement into the SCADA system.
- Convert overhead lines to underground as feasible and economic;
- Alternative Technologies- UEU will consider the feasibility of implementing alternative technologies, such as wire-break sensing and arc detection technology, as they become available and cost-effective.
- Replacement of overhead fuses with current limiting, non-arcing models in Tier 2 areas.

F. STRATEGY - PUBLIC SAFETY AND NOTIFICATION

The following is part of this WMP is to ensure a high level of communication with the community during high fire threat periods and disasters.

- Coordinate with UVFA and UPD through the City's EOC during emergencies or large scale outages;

- Utilize communications protocol with County EOC and/or Health and Human Services for notifications to vulnerable groups by utilizing available resources such as reverse 911, Nixle and other City and County wide notification systems;
- Actively update social media using the COU Communications Team;

G. STRATEGY - RECLOSING AND DEENERGIZATION

For this first iteration of our Wildfire Mitigation Plan, we intend to make changes to our protection system during fire season so that circuits that are faulted do not attempt to reclose. UEU is currently in the process of designing and installing reclosers with radio communication to allow for remotely changing the reclose parameters. Currently three recloser locations are planned. **We will continue to shut off power when directed to by Ukiah Valley Fire, Police, Cal Fire, or other emergency responding agencies.** We will not preemptively shut off power during high fire threat periods for the following reasons:

- Our service territory is only 4.3 square miles and relatively compact and visible with proper technology;
- Turning off the power could put the community at higher risk to wildfire as it could impact water supplies and also create abnormal human activity that could increase opportunity for fire;
- We plan to have real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- We plan to use system hardening, situational awareness, vegetation management and the other strategies to avoid shutting off power.

H. STRATEGY - WILDFIRE RESPONSE & RECOVERY

- During a high fire threat event, stage fire protection equipment in a ready status and the COU EOP on standby;
- Staff critical assets for coverage and necessary shift changes during fire events;
- Wildfire Response: Execute the City's EOP
- The City of Ukiah Electric Utility is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies including mutual aid. UEU also participate in the Western Energy Institute's Western Region Mutual Assistance Agreement, which is a mutual assistance agreement covering utilities across a number of western states.

I. PROGRAM – UEU WILDFIRE PREVENTION PROGRAM Appendix A

J. PROGRAM – UEU Capital Improvement Plan

K. PROGRAM – COU EMERGENCY OPERATIONS PLAN

6. COMMUNITY OUTREACH AND EDUCATION

COU, UVFA, UPD and UEU will maintain a proactive outreach and education strategy to create public awareness of fire threats, fire prevention, and available support during a wildfire or large power outages. Prior to an emergency, communication will include regular messages related to wildfire prevention, such as right-of-way management, tree trimming, line inspection, or other relevant topics. Methods of communication will include newsletters (Power Line Newsletter), website updates, social media posts, and public service announcements.

7. RESTORATION OF SERVICE

In the event of a wildfire or other emergency event, UEU will staff up to coordinate activities to restore service. UEU will restore power, following an event, in cooperation with UVFA, UPD, and COU Departments.

UEU management will oversee restoration and response activities. In the event that additional staff is needed, UEU may leverage mutual aid agencies, other City of Ukiah staff, and local aid organizations. The utility may also engage contractors on an as-needed basis.

The following describes the steps typically taken to begin the restoration process:

Assessment. UEU crews must patrol each line segment to determine the extent of damage that has occurred. The patrol involves assessing equipment access issues, any cleanup/debris removal issues and determining personal protective equipment requirements for the crews. UEU works with the local agency in charge of the fire to access impacted areas as soon as the area is deemed safe by fire officials.

Planning. After initial assessment, UEU supervisors, managers and engineers meet to plan the needed work. The team will work with system operations to prioritize the restoration efforts, targeting the circuits that serve the most critical infrastructure needs.

Mobilize. Based on the size and complexity of the rebuild/restoration efforts, UEU will coordinate the crews and material needs internally if possible. Mutual aid and contractors may be used on an “as needed” basis to provide additional support. Though UEU maintains a material vendor list and has contracts it can draw on for labor and material needs; though in instance of widespread catastrophic damage necessary materials and labor could experience shortages that may delay work.

Rebuild. The rebuild effort lead by UEU will commence as soon as areas become safe and accessible. The initial efforts will be to get the lines up and restore the damaged circuits. Depending on the extent of damage, demolition may be performed concurrently or after crews start installing new facilities. UEU will incorporate new materials and technologies as indicated and available.

Restore. UEU, mutual aid, or contract crews will restore electric services to homes and businesses as soon as possible after the wildfire. Depending on the extent of damages, residential and business customers may have to perform repairs on their facilities and pass inspections by local agencies

prior to having full electric service restored.

In most cases, the following restoration priorities will be followed depending on the specific incident and available resources:

- Public safety in the affected areas;
- Worker safety in performing the restoration work;
- Life-support or critical customers;
- Critical infrastructure Hospitals, Key medical, City & County facilities and accounts; Sheriff's Department and jail, City Police and Fire Departments, other key utility facilities (e.g., water, sewage, gas, citywide communications), Incident Command Site or Base Camp, Incident Evacuation Centers, local broadcast and radio Stations, etc.);
- Major commercial activities/accounts critical to continuity of community services (e.g., gas stations, food stores, home supply stores, repair shops, eateries and lodging facilities, financial institutions, etc.);
- Reduce the total number of customers affected;
- Reduce the length of time customers have been without power.

In directing restoration efforts to best achieve the above priorities, UEU Operations Group personnel will generally find it most efficient to dedicate restoration resources to the following types of facilities in the following order of priority to optimally restore electric services:

- Transmission circuit (115 kV);
- Substation and Mendocino Power Plant Facilities;
- Distribution circuits (600 Amp -12 kV);
- Distribution feeders (200 Amp – 12 kV);
- Distribution transformers;
- Service lines.

8. EVALUATION OF THE PLAN

A. METRICS FOR MEASURING PLAN PERFORMANCE

UEU will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) wires down within the service territory. Tracking the number of ignitions will assist in establishing if the strategies UEU is using for mitigation are working to decrease ignitions. Measuring the instances of wire down in the service territory will identify trends that could contribute to potential ignitions.

Metric 1: Fire Ignitions

For purposes of this metric, a fire ignition is defined as follows:

- a) UEU facility was associated with the fire;
- b) The fire was self-propagating and of a material other than electrical and/or communication facilities;
- c) The resulting fire traveled greater than one linear meter from the ignition point; and

d) UEU has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, UEU will provide the number of fires that occurred that were less than 1 acres in size. Any fires greater than 1 acres will be individually described.

Metric 2: Wires Down

The second metric is the number of distribution and transmission wires downed within UEU's service territory. For purposes of this metric, a wires down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or onto a foreign object. UEU will divide the wires down metric between wires down inside and outside of the High Fire Threat District. UEU will not normalize this metric by excluding unusual events, such as severe storms. Instead, UEU will supplement this metric with a qualitative description of any such unusual events.

B. IMPACT OF METRICS ON PLAN

In the initial years, UEU anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, UEU will be able to identify areas of its operations and service territory that are disproportionately impacted. UEU will then evaluate potential improvements to the plan.

C. MONITORING AND AUDITING THE PLAN

Review of this WMP will occur annually and any lessons learned will have the highest priority for improving steps in the plan, any reference programs, and the process for implementation. UEU will present this plan to the Ukiah City Council on an annual basis. The comprehensiveness of this WMP will be assessed by an independent evaluator with experience in assessing the safe operation of electrical infrastructure. The independent evaluator shall issue a report that will be presented to the Ukiah City Council and be made available on the City's Website.

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

UEU staff and qualified external stakeholders are encouraged to identify Wildfire Mitigation Plan deficiencies or potential deficiencies to the Assistant Electric Utility Director as soon as possible when observed. The Assistant Electric Utility Director shall evaluate each reported deficiency and, if the deficiency is determined to be a valid plan deficiency, it shall be entered into a log with the following information:

- Date the deficiency was discovered;
- Description of the deficiency;
- Source identifying the deficiency (e.g., Internal Audit);
- Priority based on deficiency severity;
- Assigned corrective action including the date when it must be completed by;
- Assigned staff responsible for completing the corrective action;
- Date corrective action completed.

The Assistant Electric Utility Director will go over the log at regularly scheduled Leadership and Supervisor Meetings.

E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

UEU will perform inspections on either an annual, 5-year or 10 year cycle, based on GO 95 or fire mitigation recommendations. Any areas found that need improvement or appear hazardous will be documented with a work order, given a priority, and the work order will be tracked. When completed the work order will have a close date.

The Assistant Electric Utility Director will assign qualified internal staff or engage a third party to review and audit the equipment and line inspection programs called out in the Wildfire Mitigation Plan after the completion of the first six months of the plan. The assigned auditor will:

- Review records for the inspection programs;
- Interview staff performing inspections to assess their knowledge of the inspection programs;
- Monitor staff performing inspection activities;
- Review deficiencies noted in the programs;
- Identify systemic issues or problems;
- Note the timeliness of corrective actions;
- Pick a random sample of some completed corrective actions and verify the effectiveness of the corrective actions; and
- Issue a written report of findings.

The Assistant Director of Utility Operations will review the audit findings and assign corrective action as applicable. A copy of the audit report will be routed to the Director.

9. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires UEU to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan.

UEU will have the Plan reviewed using a contract through the Northern California Power Agency following the initial approval of the City Council.

The report from the independent evaluator will be available on UEU's website. The auditor will present the report and findings to the Ukiah City Council at a public meeting.



CPUC Fire-Threat Map

Adopted by CPUC January 19, 2018

The data portrayed in the CPUC Fire-Threat Map were developed under Rulemaking 15-05-006, following procedures in Decision (D.) 17-01-009, revised by D.17-06-024, which adopted a work plan for the development of a utility High Fire-Threat District (HFTD) for application of enhanced fire safety regulations. The aforementioned decisions ordered that the HFTD be comprised of two individual map products. One of those map products is this CPUC Fire-Threat Map. The CPUC Fire-Threat Map depicts areas where enhanced fire safety regulations found in Decision 17-12-024, will apply. The final CPUC Fire-Threat Map was submitted to the Commission via a Tier 1 Advice Letter that was adopted by the Commission's Safety and Enforcement Division (SED) with a disposition letter on January 19, 2018. All data and information portrayed on the CPUC Fire-Threat Map are for the expressed use called out in D.17-12-024, and any other use of this map are not the responsibility or endorsed by the Commission or it's supporting Independent Review Team.

Fire-Threat Areas

-  Tier 2 - Elevated
-  Tier 3 - Extreme
-  Counties



0 15 30 60 90 120
Miles

Appendix A

Ukiah Electric Utility Wildfire Prevention Program

1. Introduction

A. Purpose

The purpose of the Ukiah Electric Utility (UEU) Wildfire Prevention Program is to establish a framework for the electric utility to conduct an effective, coordinated program to prevent catastrophic impacts to its infrastructure from wildfire. This program is a significant component of the UEU Wildfire Mitigation Plan required by SB901. The Program aims to prevent the start of wildfires from utility operations in and around the City of Ukiah.

B. Goals & Objectives

- a. Prevent electric utility caused wildfire by identifying hazards that pose a potential threat of ignition.
- b. Prioritize prevention efforts by increasing inspections on overhead lines in tier 2 fire threat areas.
- c. Improve and increase fuel reduction activities conducted during inspections.
- d. Develop enhanced inspection techniques using Infrared Technology.
- e. Develop a drone inspection program for overhead lines.
- f. Create community awareness for utility wildfire prevention.

2. Strategy/Scope of Work

A. Detailed Corrective Maintenance Program Inspections

UEU performs a service territory-wide inspection of its electric distribution system on inspection cycles outlined by General Order 95 (GO95) and General Order 128 (GO128). In general, utilities must patrol their systems once a year in urban areas and conduct detailed inspections at a minimum of every three to five years. These inspections help mitigate wildfire risk by providing additional information about the electric distribution system and conditions that could result in ignition.

UEU will implement a detailed inspection of facilities in the Tier 2 areas of the City on an annual basis, in late spring, and expanding the inspections to include additional fuels reduction and vegetation management in mid-summer. The following resources will be used to accomplish this:

- UEU-CPUC Fire Threat Map
- Department Inspection Checklist

As part of its efforts to make its electric system more resistant to wildfires, UEU designed and actively maintains a vegetation management program aimed at keeping trees and brush clear of power lines. In areas where current GO95 rules are currently met, UEU is evaluating and assessing areas where vegetation management may need to exceed GO95 requirements, eliminating vegetation overhang near power lines and increasing the clearance distances.

UEU's strategy for conducting its vegetation management program focuses on annual, routine inspections. In 2020, UEU began an electronic tree database to project growth and cycles of trimming needed to maintain clearances. The database includes information

pertaining to the tree including species, height, diameter, growth rate and clearance. This history provides UEU information on trimming cycles and which trees require work annually.

UEU's vegetation management operations are conducted in compliance with the City's Tree Management Guidelines and the City's Landmark Tree Program Guidelines and Policies. All debris associated with pruning operations are chipped and recycled.

- B. UEU piloted a program utilizing infrared (IR) inspections for overhead distribution equipment in 2019 to identify potential issues on electrical equipment and connections that are not identifiable during visual inspections. These issues could potentially lead to wire down or result in ignition sources on the system. The program proved to be extremely successful identifying several instances that would have resulted in significant outage time and lead the Utility to extend the inspections to include underground facilities. Due to the success of the IR Pilot, UEU intends to create a formalized program for periodic IR inspections. The program will include the assembly of a thermography team that will be responsible for performing quality checks on equipment and facilities. These inspections will initially be performed annually in the high fire threat areas. Frequency of these inspections will be evaluated to determine if yearly inspections are warranted.
- C. UEU will enhance its existing inspection efforts by implementing and utilizing drones. This innovative technology is capable of capturing imagery from multiple angles, including above and allows qualified personnel to gain visual perspective that cannot be gained from ground inspections. The images and data obtained by these inspections will be evaluated by engineering staff to assess risk, determine trends and patterns of infractions. Drone technology has the potential to rapidly detect problems before they become a safety issue.
- D. UEU will coordinate with the City Manager's office to educate the public on the UEU's wildfire prevention activities. Dissemination of information will be done through a variety of channels such as UEU's quarterly newsletter, Facebook and the City's website.

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AGENDA SUMMARY REPORT

SUBJECT: Approval of Agreement with West & Associates of Foothill Ranch, CA in the Amount of \$42,500 to Prepare the 2020 Urban Water Management Plan.

DEPARTMENT: Water Resources **PREPARED BY:** Jarod Thiele, Public Works Management Analyst
PRESENTER: Consent Calendar

ATTACHMENTS:

1. City of Ukiah RFP- 2020 Urban Water Management Plan
2. West & Associates Proposal 2020 UWMP

Summary: Council will consider approval of an agreement with West & Associates of Foothill Ranch, CA in the amount of \$42,500 to prepare the 2020 Urban Water Management Plan.

Background: The City of Ukiah (City) currently has approximately 4,800 active water service connections. Therefore, the City is required to comply with the requirements of the Urban Water Management Planning Act, which was originally established by Assembly Bill 797 (AB797) on September 21, 1983.

Adoption of an Urban Water Management Plan (UWMP) is required every five years by the Urban Water Management Planning Act for urban retail water suppliers that “directly provide potable municipal water to more than 3,000 end users or that supply more than 3,000 acre-feet of potable water annually at retail for municipal purposes”.

Discussion: In anticipation of the required Urban Water Management Plan (UWMP) update for 2020, staff prepared and released a Request for Proposal (RFP) included as Attachment #1.

Proposals were received until October 1, 2020, at which time three proposals were received from GHD, Inc., West Yost Associates, and West & Associates. The review committee scored them and found the proposal from West & Associates (Attachment #2) to be qualified and fulfilled the requirements of the RFP. The proposal from West & Associates was also the lowest priced.

Staff is requesting Council to award a contract to West & Associates in the amount of \$42,500 for the 2020 UWMP update.

Recommended Action: Approve Agreement with West & Associates of Foothill Ranch, CA in the Amount of \$42,500 to Prepare the 2020 Urban Water Management Plan

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 82027110.52100- \$370,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Water Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

Approved: 
Sage Sangiacomo, City Manager



DEPARTMENT OF WATER RESOURCES

REQUEST FOR PROPOSAL

FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN FOR THE CITY OF UKIAH

**PROPOSAL DUE 4 PM ON SEPTEMBER 3,
2020**

DUE ON OCTOBER 1, 2020 PER ADDENDUM #1

REQUEST FOR PROPOSAL FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN FOR THE CITY OF UKIAH

I. GENERAL INFORMATION

The City of Ukiah has a population of 16,075 people and is located approximately 115 miles north of San Francisco, CA on the US Highway 101 corridor. Ukiah is the retail, government, and medical service hub to an area reaching a 50-mile radius and experiences a daytime service population exceeding 35,000 people.

The City of Ukiah owns and operates its own Water Treatment Utility. It relies on two sources of water supply, underflow from the Russian River and Groundwater Wells. In addition, the City maintains its own distribution system including water mains, booster pump stations and water storage facilities.

The City of Ukiah has recently completed construction of a new Recycled Water System which delivers Title 22 Recycled Water from its Wastewater Treatment Plant for vineyard and orchard irrigation and frost protection as well as turf irrigation.

II. PROJECT DESCRIPTION

The City of Ukiah seeks to contract for professional consulting services for the preparation of its 2020 Urban Water Management Plan. This RFP describes the scope of work, proposal content, selection criteria, and request conditions.

III. SCOPE OF WORK

This section presents a brief description of the scope of work.

- A. Urban Water Management Plan Preparation.** Prepare a 2020 Urban Water Management Plan that fulfills the requirements of the California Urban Water Management Planning (UWMP) Act, **including all reasonable changes to the UWMP Act**. This shall include a description of the water system, historical and projected water use, and water supplies. Also included is an evaluation of the water conservation best management practices and a water shortage contingency plan.
- B. Work Products.** Provide a first administrative draft of the 2020 Urban Water Management Plan and three (3) review copies and a second public draft of the 2020 Urban Water Management Plan (unbound original) and twenty (20) bound copies. After incorporation of review comments, provide one final 2020 Urban Water Management Plan (unbound original), twenty (20) bound copies, and a digital version on a compact disk (CD) in both Word and Adobe Acrobat file formats.
- C. Public Presentations.** Prepare for and attend one public workshop/meeting for presentation of the draft 2020 Urban Water Management Plan. Prepare for and attend a minimum of two public presentations at a City Council meeting in conjunction with adoption of the 2020 Urban Water Management Plan.
- D. Plan Submission.** Submit the Urban Water Management Plan to the California Department of Water Resources (DWR) and respond to any review comments.

IV. PROPOSAL CONTENT AND REQUIREMENTS

Proposals submitted shall conform to the following format. The maximum number of

pages, including all graphics, shall be limited to 25 pages, not including resumes, standard company brochures or other attachments. The proposal shall address all the following items and be presented in the following order:

A. Cover Letter

The cover letter should include a brief overview of the specific approach and procedures the firm proposes to complete the tasks described in Exhibit "A", Scope of Services. An explanation of why the specific plan detailed in the proposal is the best plan for the City should be included.

The cover letter must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect the proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. The letter accompanying the proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

B. Project Approach

Detailed scope of work suitable for attachment to a contract.

C. Project team

List the key staff to be assigned to the project. A concise statement of qualifications and experience of each related specifically to this project and the hours that each shall be committed to this project shall be furnished. Resumes and work experience for each team member shall be included, along with a list of references with contact names and telephone numbers of similar projects completed by each team member. Only those personnel to be involved specifically in this project shall be listed.

Also, include the names, addresses and telephone numbers of any sub consultants. Describe the qualifications and experience of any proposed sub consultants and identify the tasks or sub-tasks to be assigned to them along with the expected hours (or contract percentage) they shall participate in the project.

D. Schedule and Estimated Budget

The Consultant shall provide a bar chart schedule for the proposed work showing the interrelationship of the various discreet tasks. These tasks are to be those identified in Exhibit "A", Scope of Services.

The final agreement with the Consultant shall include a schedule for completion of the major milestones based upon selected consultant's schedule. The City's review periods shall not be counted against the time of completion for the various tasks or milestones.

The Consultant shall propose an estimated fee based on an hourly rate schedule with a "not to exceed" maximum cost for all work identified in Exhibit "A", Scope of Services. Labor hour projections for all personnel categories shall be provided for each discreet task. A copy of the Consultant's current itemized hourly rate fee schedule for all personnel categories shall be submitted.

The Consultant shall provide a breakdown of the estimated fee by task and separate out any costs associated with the proposed services. Include budgets for any mileage, travel

time, reproduction, photographs, etc., which are not associated with strict hourly rates. Fees shall include all markup, overhead, and profit for each task of the project. Estimated sub consultant fees and expenses shall also be individually identified.

The Consultant shall submit the estimated fee in a separate, sealed envelope with the name of the firm and project name clearly noted on the front of the envelope. The request for submission of estimated fees to complete all tasks of the project is for use by the City in

determining whether the Consultant has a proper understanding of the project scope and has adequately staffed the project to insure its timely and proper completion.

The final agreement shall include a payment schedule including the following provisions:

1. Payment shall be on a time and materials basis in accordance with the consultant's attached fee schedule and payments shall be made monthly as the work progresses. The total payment for completion of all the tasks included in the agreement shall not exceed the agreed upon "not to exceed" amount.
2. The total amount paid during the course of the work shall not exceed certain set percentages of the total "not to exceed" amount. Part of the completion of associated major milestones or tasks (set percentage of the total payment) shall be determined from the consultant's submitted fee schedule or negotiated before the final agreement.

E. Related Experience

Consultant shall provide a statement of relevant experience of the project team members and firm in developing urban water management plans meeting DWR requirements. Describe the DWR acceptance status of the firm's previous Urban Water Management Plans. Project descriptions shall include sufficient information to verify comparability with this project and shall also include the name of a contact person, address and telephone number of references who may be contacted to verify the Consultant's previous performance. Include client references for any proposed sub consultants.

F. Exceptions

The Consultant shall identify any exceptions proposed with respect to Exhibit "B", Scope of Services, the City's insurance requirements and/or the City's contract provisions.

V. SELECTION CRITERIA

A. Proposal Review

Written proposals submitted by the deadline shall be reviewed to determine if the proposal requirements contained in Section III have been met. Failure to meet the requirements for the Request for Proposals shall be cause for rejection of the proposal.

The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the proposer from full compliance with the contract requirements if the proposer is

awarded the contract.

B. Proposal Evaluation

The Consultant shall be selected based upon favorable evaluation of written proposals and supplemented, if required, by presentations during formal interviews scheduled by the City. The City reserves the right to select a consultant after review of the written proposals or after completion of interviews.

The City shall evaluate proposals using a number of factors, as described below:

1. Fulfillment of the requirements as stated in this RFP.

2. Technical Approach

Thoroughness of Consultant's scope of work and depth of understanding of DWR requirements for Urban Water Management Plans shall be carefully assessed.

3. Project Personnel Experience

The direct experience of the project manager and key support personnel shall be considered closely in the evaluation of the Consultant.

4. Past Performance on Similar Projects

The Consultant's performance on similar projects relating particularly to the quality of work, promptness of performance, cost control, cooperativeness with the owner's staff and regulatory agencies and DWR acceptance of the Consultant's previous Urban Water Management Plans is important.

5. Current Workload of Consultant

Of particular interest to the City is the consulting firm's capability to staff this project adequately to meet scheduling requirements. Adequacy of the consultant's technical resources, including staff and office facilities and sufficiency of technical and clerical support staff to properly complete the project is important.

6. Suitability of Project Schedule

Information furnished on the proposed work plan, organizational chart and labor-hour projections shall be closely considered to establish whether the consultant is capable of completing the work with available staff in a timely manner.

7. Cost

The City shall consider cost as part of the evaluation criteria. Low cost is not essential to win; however, large cost differentials between respondents shall be carefully examined. Cost shall be used as a final indicator for determining the finalist when all other criteria have been normalized.

8. Conciseness

Consultants are encouraged to limit their information to that directly pertinent to the completion of the project. Promotional or other unsolicited materials shall not be submitted. Elaborate proposals with company brochures, non-related project pictures,

etc., are discouraged. The proposal is limited to 25 pages, excluding resumes and other similar material which may be placed in the Appendix.

VI. RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals shall be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs using the selective proposals as a basis.

VII. INSURANCE REQUIREMENTS

The Insurance Requirements and the City's Standard Consultant Services Agreement and General Provisions are attached as Exhibit "B".

VIII. PROPOSAL SUBMISSION REQUIREMENTS

Proposals are due on or before **4 PM PDT on Thursday, September 3, 2020** at the following address:

Mr. Jarod Thiele, Management Analyst II
City of Ukiah
Department of Water Resources
City of Ukiah
300 Seminary Ave
Ukiah, California 95482-5400

Proposers shall submit five (5) copies of the proposal. All proposals shall be in accordance with the instructions for preparing proposals as set forth herein.

All shipping containers for the proposals shall be clearly marked on the outside as follows:

**"Proposal to the City of Ukiah for the Preparation of a
2020 Urban Water Management Plan"**

The delivery of the proposals to the City of Ukiah on the above date and prior to the specified time is solely the responsibility of the proposer. The City shall not be responsible for delays caused by the U.S. Postal Service or any private delivery service. Proposals delivered after the specified time shall not be accepted and shall be returned unopened to the submitting proposer with the notation, "This proposal was received after the delivery time designated for the receipt and opening of the proposals". No faxed responses shall be accepted.

IX. OTHER PROCUREMENT TERMS AND CONDITIONS

A. Period of Validity/Binding Offers

All priced proposals shall be deemed to remain valid for a minimum period of sixty (60) days after their submittal date. No priced proposal may be modified or withdrawn by any qualified respondent within such sixty (60) day period without the prior written consent of the City.

B. Interpretations and Addenda

No interpretation, explanation or clarification of this RFP, including without

limitation, the Appendices hereto, by any official, employee, consultant, attorney or other representative of the City shall be considered authoritative or binding on the City unless contained in a written addendum to this RFP. The City shall not be bound by any information, explanation, clarification or any interpretation, oral or written, by whoever made that is not incorporated into a written addendum to this RFP. All addenda shall be distributed to each interested firm or qualified respondent (as applicable). All such addenda shall become part of this RFP and all interested parties or qualified Respondents (as applicable) shall be bound by such addenda.

C. Prohibited Contacts

All Respondents, including persons affiliated with, or in any way related to them, are prohibited from contacting the City, the City's employees, consultants or attorneys, on any matter relating to this RFP other than as contemplated herein. Failure of any Respondent to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal. Any and all contacts with such persons associated with the City shall be made only through and in coordination with:

Mr. Jarod Thiele, Management Analyst II
City of Ukiah
Department of Water Resources
300 Seminary Ave
Ukiah, California 95482-5400
(707) 463-6755
(707) 463-6204 (fax)
email address: jthiele@cityofukiah.com

D. Expense of Proposal Preparation

The City accepts no liability under any circumstances for any costs or expenses incurred by respondents in acquiring, clarifying, or responding to any condition, request or standard contained in this RFP, any addenda, or any revised RFP, including without limitation, meetings. Each respondent that participates in this procurement process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, and each respondent shall indemnify and hold harmless the City from and against any claims (including any costs and attorney's fees) for such reimbursement, directly or indirectly, made by or on behalf of such respondent.

E. Rights of the City

This RFP constitutes an invitation to submit a proposal to the City. This RFP does not obligate the City to procure or contract for the scope of services set forth in this RFP. Without limitation, the City, including its agents and designated representatives, reserves and holds at its sole discretion, the following rights and options:

1. To waive any minor informalities in a proposal;
2. To prepare and issue modifications and/or addenda to the RFP prior to the receipt of a proposal that may expand, restrict, or cancel any portion or all work described in this RFP;

3. To receive questions from respondents and to provide such answers as it deems appropriate;
4. To reject any and all proposals and other submittals;
5. To change the date for receipt of proposals or any deadlines and dates specified in this RFP and other submittals;
6. To conduct investigations with respect to the information provided by each respondent and to request additional information to support such respondent's responses and submittals;
7. To seek clarification of proposals and other submittals from such respondents;
8. To select the respondent that in the sole judgement of the RFP evaluation committee has the most advantageous proposal, from a responsible and responsive standpoint taking into consideration price and the evaluation criteria set forth in this RFP; and
9. To cancel this RFP with or without the substitution of another RFP.

F. Schedule

The tentative schedule of activities related to this RFP is as follows:

<u>Activity</u>	<u>Date</u>
RFP Mail-out	July 27, 2020
Deadline for Submission of Questions	August 28, 2020
Proposal Submittal Deadline	September 3, 2020
Evaluation of Proposals	September 8, 2020
Consultant Award	September 16, 2020
Project Starting Date	October 1, 2020
Project Completion Date.....	April 30, 2010

G. Property Rights

Proposals received within the prescribed deadline become the property of the City of Ukiah and all rights to the contents therein become those of the City.

H. Public Domain

All products used or developed in the execution of any contract resulting from this RFP shall remain the public domain at the completion of the contract.

I. Cancel Solicitation and Rejection of Any and All Proposals

The City reserves the right to cancel this solicitation and to reject, in whole or in part, any and all proposals and is not bound to accept any proposals if any proposals are deemed by the City, in its sole judgement, to not be in the best interest of the City. The City reserves the right to take any action with regard to this RFP and the facilities and services which are the subject of this RFP that it considers, in its sole judgement, to be in its best interest.

J. Outstanding Claims and Disputes

The City reserves the right to reject proposals from any respondent if such respondent, or any firm comprising such respondent, or any of its affiliates, or any of their respective officers, parents or subsidiaries, is the subject of, or is party to, any outstanding claim or

financial dispute relating to contract performance with the City.

EXHIBIT “A” SCOPE OF WORK

This scope of work consists of preparing a 2020 Urban Water Management Plan for the City of Ukiah (City). The objective for the urban water management plan is to fulfill the requirements of the California Urban Water Management Planning Act. This plan should be consistent with the 2020 Urban Water Management Plan Guidebook from the Department of Water Resources.

The scope of work tasks shall provide a plan that is in conformance with the Urban Water Management Plan Checklists and Worksheets provided by the California Department of Water Resources.

Task 1. Detailed Water Management Plan Outline

Before starting the detailed preparation of the urban water management plan, a detailed outline shall be prepared for review with City staff. The goal is to reach a consensus regarding the detailed outline, structure, and content of the plan.

Task 2. Data Collection and Review

Pertinent information needed to prepare the urban water management plan shall be collected and reviewed. A written data request shall be submitted to the City. The data and the prior plan shall be reviewed to allow the team to become acquainted with the service area, existing sources of supply, transmission and distribution facilities, existing system operations, historical demands, potential sources of supply, and any other information as required to prepare the urban water management plan.

Task 3. Description of Water System (Supplier Service Area)

The characteristics of the water system including geographic location, demographic information, customer description, climate, system facilities, and sources of supply shall be described. The Consultant shall utilize as much as possible the information in the last plan prepared for the City. The following subtasks describe the work for this task.

Task 3.1–Prepare Service Area Map

A color map for inclusion in the plan as a report figure depicting the service area and principal features of the water system shall be prepared.

Task 3.2–Describe Existing Water Systems

A description of the climate, geography, and characteristics of the water system shall be presented. The physical characteristics of the water system, including significant supply and distribution facilities, shall be described.

Task 3.3–Describe Existing and Future Land Use and Population

Existing and future population, dwelling units, and employment shall be quantified using available census data and other information sources. The number of existing customers broken down by customer category shall be presented.

Task 4. Agency Coordination

The Consultant shall coordinate preparation of the plan with appropriate agencies, including

other water suppliers, water management agencies, and relevant public agencies.

Task 5. Water Use

Past and current water use shall be quantified and projected in 5-year increments to 25 years, identifying the uses among water use sectors. The following subtasks describe the work for this task.

Task 5.1–Describe Existing Water Use Characteristics

Existing and historical water use shall be defined in terms of annual demand and by user class. Unit water demands (gallons/capita/day) for each major user class (residential, commercial, industrial, public), and indoor and outdoor water use shall be presented.

Task 5.2–Develop Future Water Requirements

Future water requirements shall be expressed for each 5-year increment to 25 years and for build out conditions.

Task 6. Water Supplies

The existing and planned sources of water available to the City in 5-year increments to 25 years or as far as data are available shall be identified and quantified. These sources include local water supplies (groundwater, surface water, recycled water, other), imported water supplies (local and regional water wholesalers and interconnections with neighboring systems), and potential water supplies from any other source. The potential for water supplies from desalination shall be defined. The groundwater supplies shall be also defined.

Task 6.1–Transfer or Exchange Opportunities

Opportunities for exchanges or transfers of water on a short-term or long-term basis for each water system shall be described.

Task 6.2–Inconsistent Water Source

For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality or climatic factors, plans to replace that source with alternative sources or water demand management measures to the extent practicable shall be described. The factors that make a water source inconsistent shall be explained. Actions to remove factors that prevent a consistent water supply and/or possible water supplies that could replace inconsistent supplies shall be described.

Task 6.3–Three-Year Minimum Water Supply

An estimate of the minimum water supply available during a 3-year dry period shall be provided.

Task 6.4–Water Supply Reliability

The reliability and vulnerability of the water supply to seasonal or climatic shortage shall be described.

Task 6.5–Water Supply Reliability Comparison

Water supply reliability data shall be presented for an average water year, a single dry water year, and multiple dry water years, based on historical water supply data.

Task 7. Recycled Water Use

The plan shall include a description of the wastewater collection and treatment systems in the service area and the current use of recycled water.

Task 7.1–Wastewater Generation, Collection, and Treatment

The plan shall provide quantification of the current and projected future amounts of wastewater collected and treated in the service area.

Task 7.2–Wastewater Disposal and Recycled Water Uses

Recycled water and its potential for use as a water source in the service area shall be addressed. The plan shall describe methods of wastewater disposal in the service area. The plan shall also include a description of the recycled water currently being used in the service area, including the type, place, and quantity of use. Potential uses of recycled water shall be identified and quantified. The technical and economic feasibility of serving those uses shall be determined based on information available from the local wastewater agency. The use of recycled water within the service area shall be projected for 5, 10, 15 and 25 years.

The work under this task shall be based on information and evaluations available from the local wastewater agencies.

Task 8. Water Supply and Demand Comparison

The total water supply shall be compared to total projected water use. This water supply and demand comparison shall compare the total water supply sources available with the total projected water use over the next 25 years, in 5-year increments, for a normal water year, a single dry water year, and multiple dry water years.

Task 9. Evaluation of Water Conservation Best Management Practices

This task consists of presenting an economic evaluation of water conservation best management practices (BMPs). An economic evaluation shall be conducted only for those BMPs not proposed for implementation. The following subtasks describe the work for this task.

Task 9.1–Summarize Water Management Accomplishments

The Consultant shall summarize the water management activities conducted in the system.

Task 9.2–Define Water Management Programs

Current and recent water management programs implemented by the City shall be documented based on information provided by the City.

Task 9.3–Develop Cost Estimates

Cost estimates for each of the water management programs to be evaluated shall be prepared. Costs shall be expressed as capital, operations and maintenance, present worth, and cost per acre-foot of supplied water.

Task 9.4–Estimate Water Savings

Water savings from each of the BMPs to be evaluated shall be estimated. Data sources shall include the estimates of reliable water savings for BMPs including the *Memorandum of Understanding Regarding Urban Water Conservation in California* (MOU) and data prepared by others.

Task 9.5–Prepare Economic Analysis

An economic analysis of conservation measures not proposed for implementation shall be prepared for the water system. The costs of the water management program shall be

summarized. Dollar savings from reduced water demand shall be quantified. A benefit/cost analysis shall be prepared. A summary of the benefit/cost ratio of each water management program alternative shall be provided. Water management programs shall be recommended for implementation.

Task 9.6–Summary of Water Management Programs Considered but Not Recommended

The Consultant shall describe programs that were considered but not recommended. The reasons why these programs were not recommended shall be discussed.

Task 10. The Adopted Water Shortage Contingency Plan Shall Be Reviewed

An urban water shortage contingency plan shall be reviewed. The Consultant shall identify and evaluate actions to be undertaken to prepare for and implement during a catastrophic interruption of water supplies, including a regional power outage, an earthquake, or other disaster.

The water shortage contingency analysis shall include actions in response to water supply shortages including up to a 50-percent reduction in water supply. Stages of action to be undertaken by the City shall be described, including a description of water supply conditions for each stage.

The adopted water shortage contingency plan shall be reviewed and minor revisions shall be made as necessary.

Task 11. Plan Preparation

Task 11.1–Draft Plan

A draft plan shall be prepared for the water system incorporating the results of the above tasks. The Consultant shall submit first and second draft plans. Five copies of the first draft plan and twenty copies of the second draft plan shall be submitted to the City.

Task 11.2–Final Plan Document

Based on the results of the public hearing, the final plan shall be prepared. Twenty copies of the final plan shall be submitted, as well as one electronic copy.

Task 12. Meetings

The Consultant shall attend up to a minimum of two meetings with City staff to review work progress and present results.

Task 13. Public Participation

As required by the Urban Water Management Planning Act and subsequent amendments, a public hearing regarding the water management plan must be conducted. The Consultant shall prepare for and attend one public workshop/meeting for presentation of the draft 2020 Urban Water Management Plan. The Consultant shall prepare for and attend a minimum of two public presentations at a City Council meeting in conjunction with adoption of the 2020 Urban Water Management Plan. The City shall be responsible for posting public notification for all hearings.

Task 14. 2020 Urban Water Management Plan Guidebook Conformance

Others tasks required to maintain conformance with the 2020 UWMP Guidebook to be released by the Department of Water Resources.



INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**If you have questions regarding our insurance requirements contact:
Risk Manager
(707) 463-6242 or FAX (707) 463-6204**

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.1 DESCRIPTION OF PROJECT

1.2 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.1 SCOPE OF SERVICES

2.2 As set forth in Attachment "A".

2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.1 CONDUCT OF WORK

3.2 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete Such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.1 COMPENSATION FOR SERVICES

4.2 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B,

which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.3 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.4 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.5 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.
- 5.1 ASSURANCES OF CONSULTANT
- 5.2 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.3 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.1 INDEMNIFICATION

- 6.2 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.3 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.1 CONTRACT PROVISIONS

- 7.2 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.3 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.4 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.5 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.6 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.7 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.8 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.9 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services

performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

- 7.10 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH _____
DEPT. OF _____
300 SEMINARY AVENUE _____
UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____

Date _____

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____

Date _____

CITY MANAGER

ATTEST

CITY CLERK

Date _____

August 31, 2020

ADDENDUM NO. 1

SUBJECT: REQUEST FOR PROPOSALS FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN

To all Prospective Consultants:

This Addendum No. 1 is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

1) The Proposal Due Date has **BEEN EXTENDED TO OCTOBER 1, 2020**

2) The following are questions asked and the corresponding answer:

Q#1: Regarding Task 14 of the Scope of Work which references the not-yet released requirements of the 2020 Guidebook, should we include a contingency fee?

A#1: Yes, please include a contingency fee for additional work should significant changes be required by the Department of Water Resources.

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all consultants have received the same.

It should be noted it is the responsibility of the consultant to notify all prospective sub-consultants of any and all changes.

Sincerely,



Jarod L. Thiele
Management Analyst II
Public Works & Water Resources

ACKNOWLEDGEMENT:

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: _____

Date: _____

City of Ukiah

Proposal for:

2020 Urban Water Management Plan



October 1, 2020

Submitted by:

West & Associates Engineering, Inc.

October 1, 2020

Jarod Thiele
Management Analyst II
City of Ukiah
Department of Water Resources
300 Seminary Ave.
Ukiah, CA 95482-5400

Subject: Proposal for: 2020 Urban Water Management Plan

Dear Jarod:

West & Associates is pleased to submit our Proposal for the 2020 Urban Water Management Plan (UWMP) for the City of Ukiah (City).

We are a small firm (CA "S" Corp. - C3986570) with extensive water infrastructure experience, including water mains, pressure regulating stations, and pumping stations. We also have experience providing staffing augmentation services for water agencies throughout California. In this proposal, you will find that our team has extensive UWMP preparation experience. As Project Manager, I have been involved in the preparation of **nearly each page** of twenty-four (24) UWMPs for agencies throughout California.

My goal in starting West & Associates was to provide clients with personalized service and fast responsiveness to their needs. As a firm, our goal is to prepare highly professional UWMPs, of which we have provided a sample in this Proposal (Exhibit A). As is evident by the sample, our goal is to not merely complete the scope of work and be in good standing with DWR, but to provide the City with a report that **staff can enjoy reading** and rely on as a quick source of information.

We understand the City's needs and have reviewed the City's 2015 UWMP to get a head start on this project. We have also reviewed the Draft 2020 UWMP Guidebook and the Water Code (Sections 10630 to 10635), and note the following **key changes to the 2020 UWMPs**:

- CWC § 10631(a): Include current and projected land uses in addition to population estimates.
- CWC § 10631(f): Identify potential water supply projects during droughts of up to five (5) years.
- CWC § 10631.2(a): UWMPs must report on the energy intensity of water supplies.
- CWC § 10632(a)(3): Water Shortage Contingency Plan must include six (6) Standard Stages.
- CWC § 10632.5(a): Water Shortage Contingency Plan to include Seismic Risk Assessments.
- CWC § 10635 (a): Water reliability projections must project droughts lasting up to five (5) years.
- CWC § 10635 (b)(4): Water reliability projections should account for impacts of climate change.

We plan to maintain contact with the Department of Water Resources (DWR) to keep track of changes affecting the 2020 UWMPs. Ultimately, the 2020 UWMP will be prepared in accordance with the 1983

Urban Water Management Planning Act and subsequent amendments. We have provided an ambitious schedule to submit the UWMP to the DWR by early May 2021, **about 2 months prior** to the due date assigned by DWR (July 1, 2021).

This proposal is valid for a period of no less than sixty (60) calendar days from this submittal. We have also acknowledged and signed Addendum No. 1, which is included on the following page.

Thank you for this project opportunity. Please contact me if you have any questions.

Sincerely,



Phillip West, P.E., QSD/QSP
Principal/President
West & Associates Engineering, Inc.
Office: (949) 716-7670
Cell: (714) 728-8082
philw@westaeng.com

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SECTION B: PROJECT APPROACH

SECTION C: PROJECT TEAM*

SECTION D: SCHEDULE AND ESTIMATED BUDGET**

SECTION E: RELATED EXPERIENCE

SECTION F: EXCEPTIONS

**This Section includes resumes*

***Estimated fee is in a separate, sealed envelope*

August 31, 2020

ADDENDUM NO. 1

SUBJECT: REQUEST FOR PROPOSALS FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN

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Sincerely,



Jarod L. Thiele
Management Analyst II
Public Works & Water Resources

ACKNOWLEDGEMENT:

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed:  _____

Date: 09-28-20

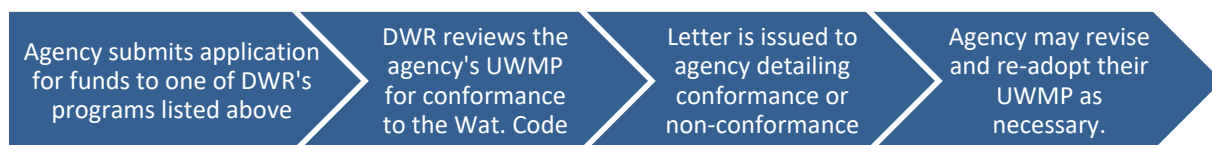
SECTION B: PROJECT APPROACH

General UWMP Project Understanding

It is our understanding that the City of Ukiah (City) is seeking a qualified consultant to prepare the 2020 Urban Water Management Plan. As mandated by the State of California's Urban Water Management Planning Act, every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, is required to prepare and adopt an Urban Water Management Plan (UWMP) containing prescribed requirements. The Plan needs to be periodically reviewed every five years. UWMPs are required for a water supplier to be eligible for State grants and loans, including:

- Drinking Water State Revolving Fund – Primarily funds to help correct deficiencies
- Proposition 50 – Primarily funds for security and treatment technology
- Proposition 84 – Primarily funds for supplies and infrastructure

With regard to the funding opportunities listed above, the process typically goes as follows:



From our discussions with DWR, we understand that agencies that submit their UWMPs past the deadline are still eligible for grants or loans, but applications for such funds can be challenged by competing agencies for the same funding.

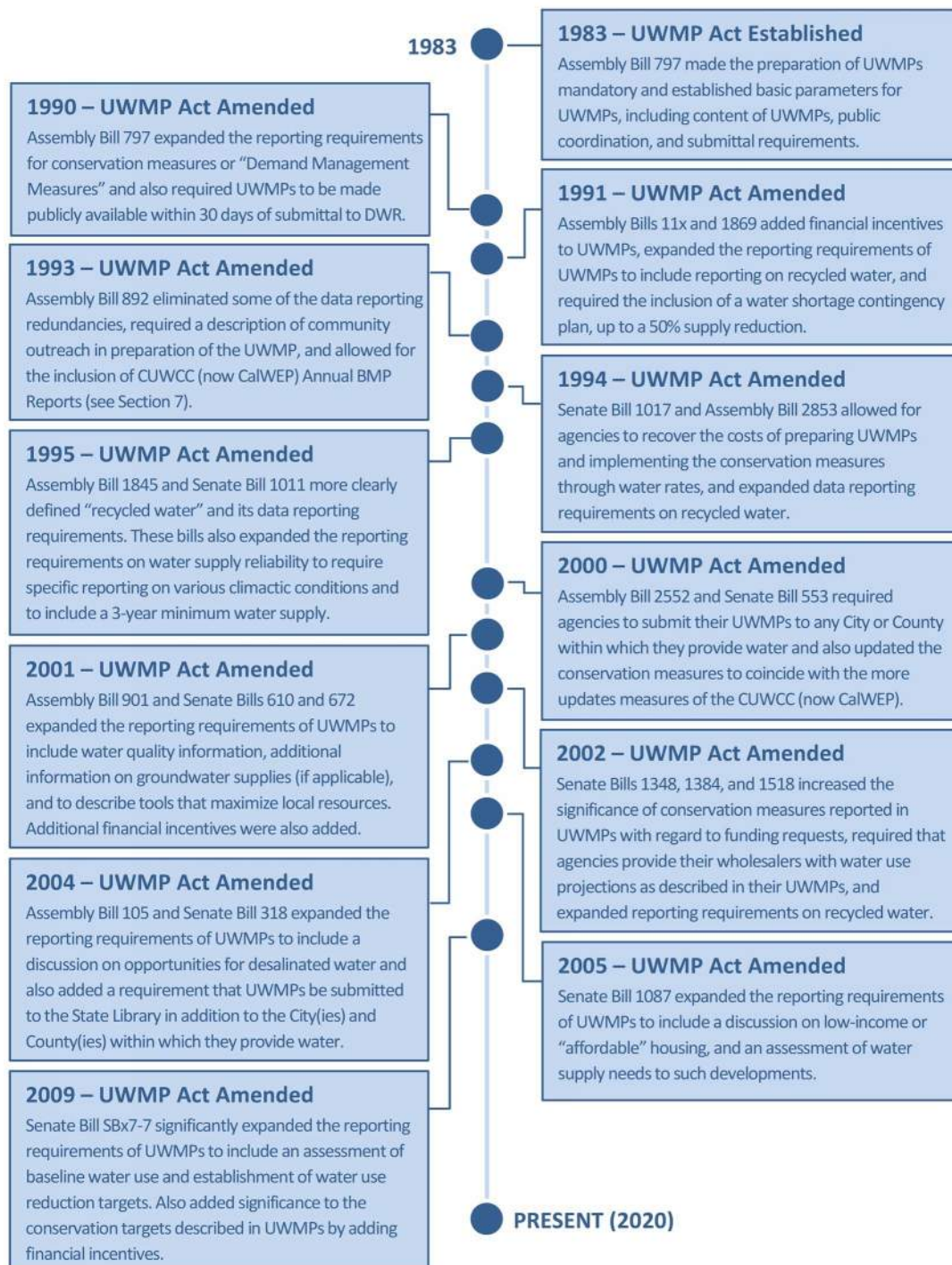
UWMP Significance for the City of Ukiah

UWMPs are considered to be a foundation document and a source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (SB 221). In addition, a UWMP may serve as a long-range planning document for water supply, a source of data for development of a regional water plan, and a source document for cities and counties as they prepare their General Plans. These planning documents are linked, and their accuracy and usefulness are interdependent.

SECTION B: PROJECT APPROACH

Past Updates to UWMPs (2010 and Prior)

We have prepared the graphic on the next page to display our understanding of past updates to UWMPs:



SECTION B: PROJECT APPROACH

Recent Updates to UWMPs (2015)

The following were key updates to the 2015 UWMPs based on the Water Code:

1. Updates to Water Shortage Contingency Plan:
UWMPs shall address water features (ponds, fountains, etc.). (*CWC § 10632 (b) SB 2049, 2010*)
2. Enforcements of SBx7-7 Begin to Take Effect:
Agencies must meet SBx7-7 Targets or be ineligible for funds (*CWC § 10608.22 to 10608.40*)
3. Water Losses:
Agencies must report water losses (*CWC § 10631 (e) (1) (J) and (e) (3) (A) and (B) SB 1420, 2014*)
4. Updates to Demand Management Measures (DMMs)
 - Fewer DMMs required in the 2015 and 2020 UWMP (*CWC § 10631 (f) (1) & (2) AB 2067, 2014*)
 - Focus to be on the extent of the DMMs (*CWC § 10631 (f) (1) & (2) AB 2067, 2014*)
5. Plan Preparation & Electronic Submittal
Data reporting must use standard tables in Appendix of UWMP (*CWC § 10644 (a) (2) SB 1420, 2014*)

Current Updates to UWMPs (2020)

To help provide our clients with the best possible service for the 2020 UWMPs, we have recently reached out to the Department of Water Resources (DWR) regarding key updates for the 2020 UWMPs. We have also reviewed the just-released Draft Guidebook for updates to the 2020 UWMPs. The following are **some of the key updates to the water code affecting the 2020 UWMPs:**

- *CWC § 10631 (a)*: Include current and projected land uses in addition to population estimates.
- *CWC § 10631 (f)*: Identify potential water supply projects during droughts of up to five (5) years.
- *CWC § 10631.2 (a)*: UWMPs must report on the energy intensity of water supplies.
- *CWC § 10632 (a)(3)*: Water Shortage Contingency Plan must include six (6) Standard Stages.
- *CWC § 10632.5 (a)*: Water Shortage Contingency Plan must include Seismic Risk Assessment.
- *CWC § 10635 (a)*: Water reliability projections must project droughts lasting up to five (5) years.
- *CWC § 10635 (b)(4)*: Water reliability projections should account for impacts of climate change.

SECTION B: PROJECT APPROACH

City of Ukiah Water System Understanding

To provide better value for the City should we be the selected consultant, we have already begun to conduct research on the City's water system to get a **jump start on this project**:

- The City of Ukiah (City) is located in Mendocino County in the northern coastal region of California. The City is situated in the Yokayo (Ukiah) Valley approximately 60 miles north of Santa Rosa, 20 miles south of Willits, and 5 miles south-west of Lake Mendocino.
- The City draws water from the Russian River and the Ukiah Valley Groundwater Basin. The City shares these water sources with several agencies including: Redwood Valley County Water District, Willow County Water District, Millview County Water District, Calpella County Water District, Rogina Water Company, Mendocino County Russian River Flood Control and Water Conservation District (Flood Control District), Mendocino County Water Agency, and Sonoma County Water Agency.
- The City provides potable water distribution services for its residents and businesses. In 2015 the City's number of municipal connections was 4,781 and the volume of potable water supplied was 2,534 acre-feet (AF). The projected water use in 2035 is to be 4,086 AF.
- The City recently completed construction of a Wastewater Treatment Plant and treats its wastewater to Title 22 disinfected tertiary recycled water requirements. The recycled water system serves agricultural and landscape irrigation demands both inside and outside of the City's potable water service area. 2,997 AF of Wastewater was collected from the service area in 2015.
- The City encompasses approximately 4.83 square miles and has a population of roughly 16,073 residents. The City is projected to have a population of approximately 19,612 by 2035. Most of the water consumption is by single-family residences, and the remaining water users in the City include multi-family residences, commercial, institutional/governmental, industrial, and landscape irrigation. In 2015 the single-family residences accounted for about 68% of the City's total water usage. Currently, agriculture is the largest industry in Ukiah and the rest of Mendocino County. Ukiah is home to wineries, grape vineyards, pear orchards, wood production plants, and non-agricultural manufacturers.
- The City's 10-year baseline gallons per capita day (GPCD) is 233, the interim (2015) water consumption target was 209 GPCD, and the 2020 water consumption per capita target is 186 GPCD.

SECTION B: PROJECT APPROACH

In 2015 the City had consumed only 141 GPCD, achieving its interim (2015) target and on its way to reaching its 2020 target.

- The City purchases water from the Flood Control District, although the City did not purchase water from the Flood Control District In 2015. In the future, the city may purchase up to 800 acre-feet per year (AFY) from the Flood Control District.
- Currently, the City’s water distribution system consists of five active wells (four groundwater wells and one surface water well), one surface water (Ranney) collector, the water treatment plant, eight distribution reservoirs, and piping to and within the distribution system. The existing distribution system is divided into four pressure zones. The main zone, Zone 1 (approximately 97 percent of the system) is served by gravity from the two largest storage tanks. The remaining three smaller zones are supplied by booster pump stations via the main distribution zone. 1,175 AF of groundwater was pumped in 2015.

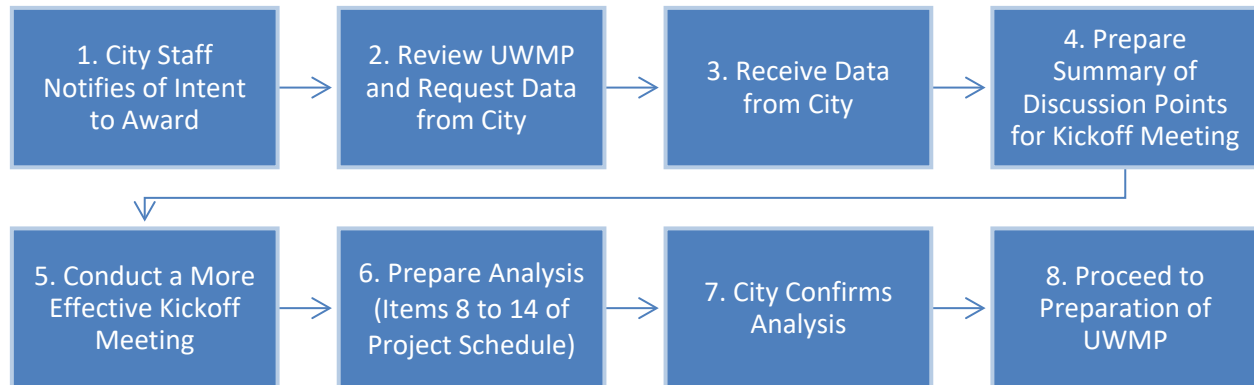
Guidance on the “60-Day” Notice

Some of our UWMP clients have questions regarding the “60-Day” notice of the Public Hearing. It may appear from first glance that the “60-Day” notice must be contingent on the Draft UWMP being available for review or inspection. However, the “60-Day” notice is simply an alert to neighboring agencies, including the County, that the UWMP is being updated. Nevertheless, our schedule allows for the Draft UWMP to be available throughout the entire “60-Day” review period.

Project Approach

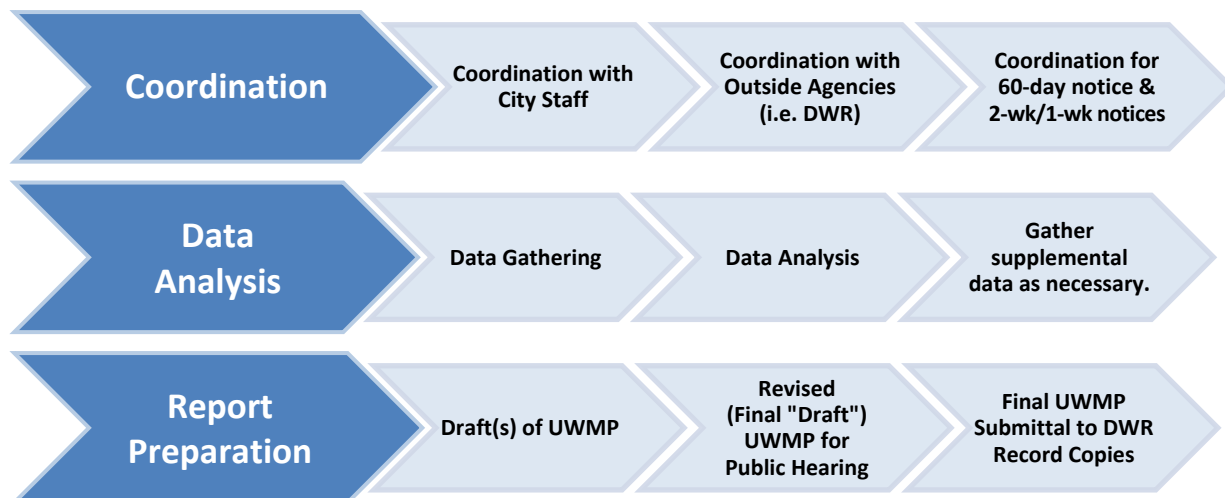
To accomplish the Scope of Work, we intend to begin preliminary work on this project upon notice of contract award (instead of upon Notice to Proceed). Typically, notice of contract award occurs up to two weeks prior to the Kickoff Meeting. The preliminary work conducted prior to the Kickoff Meeting will include conducting a thorough review of the previous UWMP and requesting data from the City in advance of the Kickoff Meeting. This approach will result in a more productive Kickoff Meeting and a more accurate analysis of data. Most importantly, **an early start will save time**. Our approach is **illustrated on the following page**.

SECTION B: PROJECT APPROACH



Scope of Services

The Scope of Work presented in this proposal can be simplified into **three (3) basic categories of work** with three (3) basic tasks. This allows for the entire project to be viewed in a simple “3x3” work plan as shown below:



The above graphic is not meant to convey sequence. The sequence of tasks is presented in our **project schedule** of this Proposal. Some of the scope items listed in the graphic above can be performed at the same time, whereas others are inter-linked. The above graphic is merely presented to show the categories of work. We will provide the services as described on the following pages:

SECTION B: PROJECT APPROACH

A. Project Management & Meetings

Work to be performed under this category shall commence by conducting a Kick-Off meeting with City staff to form internal contacts with City staff and to lay out the agenda and schedule. Following the kickoff meeting, this category will include the following tasks:

1. Establishing quality assurance and control standards.
2. Establishing contacts with outside agencies to obtain additional data and assistance.
3. Schedule monitoring and updating as necessary.
4. Coordination with the City's Project Manager and other key staff to clarify data and to schedule deliverables and meetings.
5. Coordination with City staff to issue the 60-day notice.
6. Coordination with City Staff to issue the 2-week notice and the 1-week notice.
7. Prepare for and hold one (1) workshop for City staff, general public, and appropriate stakeholders.
8. Progress meetings with City staff at First Draft and Second Draft of the UWMP (two meetings).
9. Coordination with City Staff prior to the public hearing(s).
10. Other meetings as necessary.
11. Preparation of meeting agendas and minutes.
12. Printing, packaging, and delivery of documents.
13. Invoicing at Draft and Final Levels of UWMP.

B. Data Collection & Analysis

1. Projected Population & Commercial/Industrial/Institutional (CII) Growth

Prepare population and CII projections based on the 2015 UWMP for compliance with the Water Code and Guidebook. Projections will address both permanent and transient populations.

SECTION B: PROJECT APPROACH

2. Projected Demand

Prepare a complete demand forecast, including permanent and transient populations, distribution system water loss, CALGreen Codes, and water savings from demand management measures as well as state and municipal codes and standards for a minimum 25-year horizon.

- The projections will include gallons per capita per day (GPCD) in baseline water use and demand projections
- Projections will also take into account historical and current water production by user class (including but not limited to residential, multi-family, irrigation, fire service, and each subclass of commercial)

3. Projected Supply

Prepare an update of current and potential water sources for a minimum 25-year horizon. Include supply use targets in GPCD as well as acre feet (AF), based on the baseline developed in projected demand. Consider all data available including the hydrological model, Replenish reports, Technical Review Team agenda items, and historic documents.

4. Water-Energy Intensity Analysis

Calculate the energy intensity of groundwater pumping, conveyance, treatment, storage, and distribution.

5. Drought Risk Assessment and Climate Assessment

These assessments will be a part of the UWMP. Quantify the impact of climate change and drought risk on supplies. Evaluate plausible worst-case conditions for a period of at least ten years. Consider reviewing the Drought and Water Shortage Risk Explorer Tool for Small Water Suppliers and Rural Communities for local risk scores and indicators.

6. Water Shortage Contingency Plan

The Water Shortage Contingency Plan (WSCP) will be part of the UWMP. The WSCP must demonstrate the ability of the City to meet demands under a supply shortage up to 50 percent, with levels of shortage and response actions. The Consultant shall work with City staff to develop:

SECTION B: PROJECT APPROACH

- a. An annual water budget forecast process and assessment.
- b. A list of indicators that should be reviewed annually to determine if a water supply shortage is anticipated.
- c. A worksheet that can be used to compare supply and demand, including available supply mitigation options.
- d. A calendar indicating the months or seasons when the water budget shall be developed and when indicators of a potential shortage should be evaluated.
- e. A description of revenue impacts in water shortage periods. Potential water rate adjustments may be developed in collaboration with the City.
- f. A process flow chart to document implementation actions to be taken.
- g. An organizational chart showing which City staff are responsible for tracking and implementing the WSCP.
- h. A Public Outreach plan based on WSCP implementation.

7. Seismic Risk Assessment and Mitigation Plan

The seismic risk assessment must include a description of the vulnerability of each of its water system(s) facilities as follows:

- a. Evaluate seismic risk zone for the water supplier.
- b. Identify best practices to reduce seismic risk at critical water facilities (e.g. tie tanks to foundations, flex couplings at tanks, anchoring at pump stations, and treatment plants).
- c. Inventory major equipment at pump stations (including wells), treatment plants, and most critical facilities.
- d. Confirm best practices are implemented by the water supplier at the facilities.
- e. Identify facilities that are most at-risk and the relative impact of that facility on water delivery. Develop a plan to reduce the risk at these facilities.

C. Outreach & Coordination with Other Agencies and Stakeholders

This work item will include contacts with outside agencies necessary to obtain additional data and assistance.

SECTION B: PROJECT APPROACH

1. Coordination with local water agencies to provide data for use in preparing the UWMP; to obtain water supply forecasts, reliability assessments, and water shortage contingency planning for the region; and for discussion of imported water quality.
2. Coordination with DWR as necessary.
3. Prepare public notices for City staff's review and approval prior to issuance of workshop and public hearing.
4. Draft the 60-day notice for the City's use in sending out to agencies.
5. Draft the 2-week and the 1-week notices for the City's use in publishing to the local press.

D. Preparation of Urban Water Management Plan

This work item will include the preparation of the City's UWMP per the latest requirements, and shall include the following content:

1. Describe the service area of the City. Include current and projected population in five-year increments over a 25-year period. This data will be provided by the City.
2. Identify and quantify the existing and planned sources of water available to the City over the same five-year increments over a 25-year period.
3. Describe the groundwater basin from which the City extracts groundwater, and provide information such as the static pumping levels, water quality, extraction rate, total storage, and recharge. This data will be provided by the City.
4. Describe the reliability of the water supply and vulnerability to seasonal or climatic shortages. Provide data for an average water year, a single dry water year, and multiple dry water years.
5. Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.
6. Quantify past, current, and projected water use in the same five-year increments over a 25-year period. Identify the uses among water use sectors, including:

SECTION B: PROJECT APPROACH

- a. Single-family residential
 - b. Multi-family residential
 - c. Commercial
 - d. Industrial
 - e. Institutional and Governmental
 - f. Landscape
 - g. Sales to other agencies
 - h. Agricultural
7. Describe the City's water demand management measures (DMMs), including:
 - a. A schedule of implementation for all water demand management measures proposed or described in the UWMP.
 - b. A description of the methods that the City will use to evaluate the effectiveness of water demand management measures implemented or described in the UWMP.
 - c. An estimate, if available, of existing conservation savings on water use within the City 's service area, and the effect of such savings on the City 's ability to further reduce demand.
8. Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration will be given to water demand management measures that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do the following:
 - a. Take into account economic and non-economic factors, including environmental, social, health, customer impact, and technological factors.
 - b. Include a cost-benefit analysis, identifying total benefits and total costs.
 - c. Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.
 - d. Include a description of the City's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.

SECTION B: PROJECT APPROACH

9. Prepare a detailed description of expected future projects and programs, other than the demand management programs, that the City may implement to increase the amount of the water supply available to the City in average, single-dry, and multiple dry water years.
10. Describe the opportunities for development of desalinated water, including ocean water, brackish water, and ground water as a long-term supply.
11. Provide the wholesale agency with water use projections in five-year increments over a 25-year period, or as far as data is available.
12. Prepare an Urban Water Shortage Contingency Plan (WSCP), which includes the following elements:
 - a. Stages of action to be undertaken by the City in response to water supply shortages, including up to a 50 percent reduction in water supply and an outline of specific water supply conditions that are applicable to each stage.
 - b. An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the City 's water supply.
 - c. Actions to be undertaken by the City to prepare for and implement during a catastrophic interruption of water supplies, including a regional power outage, an earthquake, or other disasters.
 - d. Additional mandatory prohibitions against specific water use practices during water shortages, including prohibiting the use of potable water for street cleaning.
 - e. Consumption reduction methods in the most restrictive stages.
 - f. Penalties or charges for excessive use.
 - g. The revenues and expenditures of the City, and proposed measures to overcome those impacts.
 - h. A draft water shortage contingency resolution or ordinance.
 - i. A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

SECTION B: PROJECT APPROACH

13. Evaluate the requirements of Senate Bill No. 7 (SBx7-7) to achieve a 20% reduction in urban per capita water use by December 31, 2020. Since this date is approaching, this requirement will be reevaluated with DWR upon project kickoff.
14. Provide, to the extent available, information on recycled water and its potential for use as a water source in the City's service area.
15. Include information, to a practicable extent, on the quality of existing sources of water available to the City in five-year increments over a 25-year period. Identify how the quality of these sources affect water management strategies and supply reliability.
16. Provide an assessment of the reliability of the City 's water service, which will include an assessment of the reliability of the City's water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the City, with the total projected water use in five-year increments over a 25-year period for a normal water year, a single dry water year, and multiple dry water years.
17. Prepare a report outlining the findings, conclusions, and recommended actions pursuant to the Urban Water Management Planning Act.

E. Presentation of UWMP

Work to be performed under this work item shall include preparation of presentation documents and presentation of the UWMP as follows:

1. Preparation of documents including exhibits, agenda, and PowerPoint files.
2. Presentation of Draft 2020 UWMP at workshop for City staff, general public, and appropriate stakeholders.
3. Presentation to City Staff during progress meetings.
4. Provide assistance to City staff in scheduling public hearings.
5. Presentation of 2020 UWMP to City Council at the Public Hearing (Council Meeting).
6. Provide assistance to City staff for the adoption and resolution of the City 's 2020 UWMP

SECTION B: PROJECT APPROACH

F. Submission to Department of Water Resources

Once the City adopts its 2020 UWMP, we will finalize the entire document (including appendices) submit the FINAL UWMP to DWR electronically via their “WUE” tool. We will also assist City staff in providing CD copies of the FINAL UWMP to the County and the State Library, as required by DWR.

G. Project Deliverables

We will provide the following deliverables for the City during the course of this project:

1. Initial Data Request Memo upon Notice of Contract Award (to Kick-Start Task B above)
2. Technical Analysis (Spreadsheets, Tables, and/or Graphs) for:
 - a. Population Analysis
 - b. Supply/Demand
 - c. Other Analysis (Water Quality, Energy, Drought, Contingency)
3. Five (5) Hard Copies of the First Administrative Draft
4. Twenty (20) Hard Copies of the Second Public Draft
5. Twenty (20) Hard Copies of the Final Draft of the UWMP
6. Five (5) Hard Copies of the Final Record (Adopted) 2020 UWMP
7. Electronic Copies of the following:
 - a. PDF and Microsoft Word version of the First Administrative Draft, Second Public Draft, Final Draft, and Final Record 2020 UWMP
 - b. 60-day notice letter (template for City use)
 - c. 2-week notice and 1-week notices (template for City use)
 - d. Agenda for the workshop and Public Hearing
 - e. PowerPoint Presentation at the workshop and Public Hearing
 - f. City Council Resolution (Included in the UWMP; City to provide)
 - g. PDF version of Final Record 2020 UWMP with Appendices to Outside Agencies
8. Other deliverables as necessary.

SECTION B: PROJECT APPROACH

Assumptions

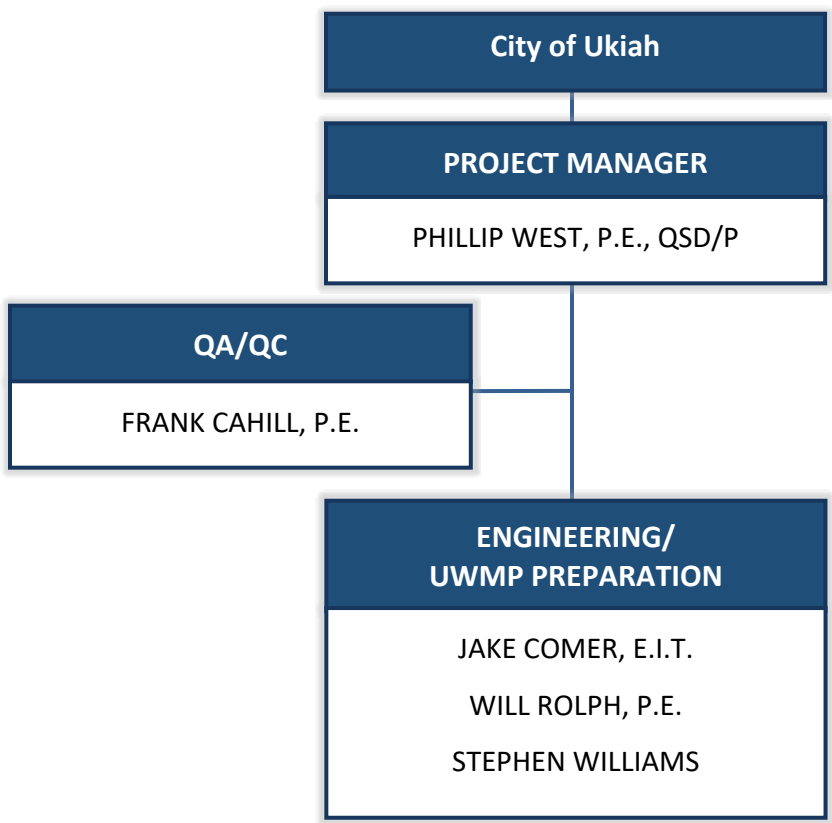
For this project, we assume City staff will have the following responsibilities:

- Provide Data on City Water System
- Provide Other City Data (Planning Documents, Financial Documents, etc.)
- Host/Facilitate In-Person Meetings or Conference Calls
- Mediate Contact between City Council and West Team Staff
- Mediate Contact between City Residents and West Team Staff
- Provide Outreach to Agencies for 60-day Notice (West to Provide Template for City Use)
- Provide Outreach to Local Press for 2-week/1-week Notices (West to Provide Template for City Use)
- Provide Copy of City Council Resolution after City Council Adoption of UWMP

SECTION C: PROJECT TEAM

Organizational Chart

The project team will consist of the individuals below:



Resumes of the above individuals are provided later in this section.

Staff Availability

Currently, we have only three other projects on the books. The projects should be substantially complete by the time this project gets underway. Therefore, timing for this project aligns well and **staff resources will be available for successful project completion.**

SECTION C: PROJECT TEAM

Project Team Qualifications

The UWMP-related qualifications of the team members are as follows:

- Phillip West, P.E. – Project Manager & Engineer (24 UWMPs)
- Frank Cahill, P.E. – QA/QC (25-Years' Experience in Water Industry)
 - Served as the District Engineer for East Orange County Water District from 2017-2018
- Jake Comer, E.I.T. – Civil Engineer (Four-Years' Experience in Water/Hydrology)
 - Experience includes one-year at Irvine Ranch Water District (IRWD)
 - Assisted with Several 2015 UWMPs for previous firm
- William Rolph, P.E. – Engineer (15 Years' Experience with Water Quality Documents)

Project Team Roles

The Project Manager, Mr. Phillip West, has considerable experience in preparing Urban Water Management Plans. Mr. West has either personally prepared or overseen the preparation of twenty-four (24) UWMPs. He is familiar with DWR Staff and has kept himself updated of changes to the UWMP requirements. Under his guidance, Mr. West will make certain that the project is on schedule and within budget.

The Engineers will assist and receive direction from Mr. West in doing research and obtaining statistics and reports from the City to compile all the information necessary to produce a comprehensive, thorough, and understandable UWMP. They will also help Mr. West in the formatting of the final report.

Mr. Cahill will provide necessary quality review and give keen insight to assist with the development of the UWMP. He will assure that the product is accurate and of high quality.

Phillip West, P.E., QSD/QSP Project Manager

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 77453
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25034

OVERVIEW:

As Principal/President at West & Associates, Mr. West also serves as a Project Manager for all projects. The entirety of Mr. West's career has been **solely focused on public clients**, and he has served **nearly sixty (60) public agency clients** throughout his career. His experience has been very diverse and involves planning, design, construction management, field surveying, and even staffing augmentation. Most importantly for this particular project, Mr. West's background involves a **strong component of water infrastructure planning, design, and construction management**.

UWMP PROJECT EXPERIENCE:

Mr. West has a significant amount of UWMP experience as described below:

2015 Urban Water Management Plans

- Prepared nearly each page of the written report, coordinated with Client staff and outside agencies, assisted with Council/Board Adoption, and coordinated the submittal to the Department of Water Resources (DWR) for a total of sixteen (16) Urban Water Management Plans as follows:

. City of Alhambra	. City of Lomita
. City of Blythe	. Rubio Canyon Land & Water
. City of Azusa Light & Water	. City of San Fernando
. City of Calexico	. City of Santa Monica
. Crescenta Valley Water Dist.	. San Gabriel Valley Municipal Water District
. Foothill Municipal Water Dist.	. City of Sierra Madre
. Lake Arrowhead CSD	. City of Torrance
. Lincoln Avenue Water Com.	. Valley Water Company

2010 Urban Water Management Plans

- Prepared each page of the written report, coordinated with City staff and outside agencies, assisted with Council/Board Adoption, and coordinated the submittal to the Department of Water Resources (DWR) for a total of eight (8) Urban Water Management Plans for the following agencies:

. City of Azusa Light & Water	. City of Rialto
. City of Beverly Hills	. City of San Fernando
. City of Lomita	. City of Santa Monica
. City of Lynwood	. City of Torrance Municipal Water

Other (Recent) Experience:

- Mesa Water District: On-site staff augmentation for approximately one (1) year time period.
- Assisted with the preparation of the Well Site Selection Technical Memo for the City of Lynwood's Well 22. The Technical Memo evaluated several site alternatives within the City for a new Well 22. The Technical Memo concluded that the City's Lynwood Park Site was the most feasible location for a new well.
- Assisted with the preparation of the Well Site Selection Technical Memo for the City of Rialto's Well 3A. The Technical Memo evaluated several site alternatives within the City for a new Well 22.

Frank Cahill, P.E. Quality Assurance/Control

EDUCATION:

University College Dublin,
Ireland
B.Eng. Civil Engineering

REGISTRATION:

Registered Civil Engineer, California
No. 55373

OVERVIEW:

Mr. Cahill has about **twenty-five years** of experience in California with civil engineering management, design and construction for site development, and **municipal projects** in the **water/wastewater** industry. He will be providing quality review of plans prior to submittal to the City.

RELATED PROJECT EXPERIENCE

Mr. Cahill has been involved with the related projects described below and on the following page. These projects are only a small portion of Mr. Cahill's overall experience:

EAST ORANGE COUNTY WATER DISTRICT

Mr. Cahill acted as the District Engineer for East Orange County Water District from 2017 to 2018, for a period of nearly two years. District Engineer duties included oversight of current projects, planning and budgeting of proposed projects, direction of staff and resources. During his tenure, Mr. Cahill oversaw the implementation of the District's Master Plan Update.

IRVINE RANCH WATER DISTRICT

Project Manager & QA/QC services for the Culver Drive Recycled Water Main Replacement project. The project involved replacement of approximately 1,200 feet of existing recycled water main with a new 12-inch PVC recycled water main, along with new recycled service laterals, air-vacs and a blow-off, and abandonment of existing facilities. The project also involved a complex connection in a busy intersection that required traffic control and the installation of a large 8-inch meter vault to an existing golf course.

MOULTON NIGUEL WATER DISTRICT

Project Manager for the Wood Canyon Domestic Water Booster Pump Station which included four 150 HP pumps, suction and discharge piping and valves, LPG standby generator, electrical system and controls, masonry building, grading and miscellaneous site work. Also provided construction management and inspection services.

CITY OF SIMI VALLEY

Prepared a Water Master Plan for a proposed development in the City. The proposed development included roughly 200 homes, new golf courses, a clubhouse, and club member suites. The master plan included nearly 5 miles of new mains, a booster station, a new reservoir, and revitalization of an existing reservoir.

Quality Assurance/Control services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The street improvements included new street design, curb and gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work. Mr. Cahill overlooked the design of over 22,000 feet of water mains and over 3,000 feet of sewer improvements within the project vicinity.

UNIVERSAL STUDIOS

Prepared Domestic and Fire Water Master Plans as a Universal Studios Project Engineer. Recommended modifications to enhance the performance of the existing systems.

GOLDEN STATE WATER COMPANY (GSWC)

Engineering services for GSWC's Lawndale Area Main Replacement – Phase II (Hawthorne Boulevard) Project. The project involved the replacement of nearly 6,000 feet of water mains on both sides of Hawthorne Boulevard. A portion of the project involved crossing the 405-freeway overpass and required Caltrans coordination.

MCA DEVELOPMENT COMPANY

Prepared site design for the Citiwalk Project, an innovative urban village development at Universal City, CA. Included horizontal control for the placement of textured pavement "hot spots," fountains, and painted features on the street surface. Also included all utility design, agency coordination, and construction management for installation of these systems.

CITY OF RANCHO SANTA MARGARITA

QA/QC services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241-toll road.

Jake Comer, E.I.T.
Civil Engineer

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Engineer-In-Training, CA (No. 18-460-16)
Licensed Engineer, CA (In Progress)

OVERVIEW:

Mr. Comer serves as an assistant engineer for various projects, including water, sewer, and storm drain projects. **The majority of Mr. Comer's experience has been with public agencies.**

UWMP PROJECT EXPERIENCE

Mr. Comer has a mixture of office work and/or field work for the projects described below:

2015 Urban Water Management Plans (UWMPS)

Assisted with preparation of a portion of 2015 UWMPS for various agencies, including:

- | | |
|----------------------------------|---|
| . City of Alhambra | . Rubio Canyon Land & Water |
| . City of Azusa Light & Water | . City of San Fernando |
| . Crescenta Valley Water Dist. | . City of Santa Monica |
| . Foothill Municipal Water Dist. | . San Gabriel Valley Municipal Water District |
| . Lake Arrowhead CSD. | . City of Sierra Madre City of Torrance |
| . Lincoln Avenue Water Com. | . City of Torrance |
| . City of Lomita | . Valley Water Company |

OTHER PROJECT EXPERIENCE

Mr. Comer has a mixture of office work and/or field work for the projects described below:

USACE LOS ANGELES DISTRICT

Performed field inspections of multiple levee systems using the Levee Inspection System (LIS) tablet and prepared Periodic Inspection Reports (PIR). Used available levee information (previous inspections, design manuals, as-built drawings, O&M manuals, etc.) to compile information that could assess the as-built condition of the levee to the current condition of the levee. Periodic Inspections consist of extensive reconnaissance efforts which drew from the afore mentioned available levee information and current field inspections data. They also include a design criteria review in which the original levee design is evaluated to determine if it meets the current design criteria. The overall integrity of the levee is rated based on the deficiencies observed during the periodic inspection, such as excessive vegetation, erosion, slope instability, seepage, settlement, etc. Jake then presented these ratings to the USACE Los Angeles District and levee sponsor through PowerPoint.

Performed field inspections of over forty channels in both California and Arizona using the Levee Inspection System (LIS) tablet and prepared Continued Eligibility Reports. The previous inspection reports, as-builts, and site locations were reviewed prior to the inspections. Coordination with the local sponsor for each facility was also undertaken. The inspections consisted of walking along each channel, noting deficiencies and anything that may cause a fluctuation in the original design.

ORANGE COUNTY FLOOD CONTROL DISTRICT

Lead existing utilities research efforts at several bridge and channel intersections within the Westminster and East Garden Grove project vicinity. Aided with the design of proposed culverts and the relocation of conflicting utilities. Was hired by the Orange County Flood Control District to analyze key locations where channel systems intersected bridge crossings. Analyses of the design and cost for

improvements would then be used to develop a cost for improving other locations. A feasibility study that revealed possible conflicting utilities was submitted along with a plan set.

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

Used GIS software to develop flood inundation maps necessary for FEMA grants. The purpose of this project was to determine which areas along the Santa Clara River were a flood risk, how to approach mitigating the risk, and to determine the cost for mitigation. The proposed design included a floodwall and NFIP certification to the structures and infrastructure located behind the levee. The FEMA grant was accepted and construction is currently underway.

CITY OF INGLEWOOD

Assisting with office and field work for the Phase V Water Main Replacement Project. The project involves the installation of nearly 2 miles of water main replacement along five (5) separate streets.

KINNELOA IRRIGATION DISTRICT

Assisted with the East-West Tank Connector Pipeline consisting of about 3,800 ft. of pipeline. The project also involves coordination with LA County Flood Control District for permitting related to several storm drain facilities, including RCP, box culverts, and open channels.

LONG BEACH WATER DEPARTMENT (LBWD)

Assisted with Construction Management and Inspection services for the Alamitos Reservoir Site Electrical Upgrades Project. The project involved electrical improvements all throughout LBWD's 23-reservoirs, including large duct banks and new power outlets, to assist in the transfer (pumping) of water from one tank to another.

CITY OF MANHATTAN BEACH

Assisted with the FY 2014-2016 Storm Drain Improvement Project. The project involved the review of record information, including CCTV video and as-built records, preparation of a preliminary design report, and preparation of improvement plans for just under \$1 million. All of which were in accordance with the CIP budget.

ROSE HILLS MEMORIAL PARK

Assisted with design records for the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery. The design included approximately 4,400 feet of pipeline and modifications to the four (4) on-site wells and four (4) reservoirs.

Will Rolph, P.E., P.L.S., QSD/P Engineer

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Licensed Civil Engineer, CA. No. 76698
Licensed Surveyor, CA 9381
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 00812

OVERVIEW:

Mr. Rolph assists Mr. West with a portion of West & Associates' projects. In the past several years, he has worked on numerous water/sewer/storm projects throughout Southern California. Mr. Rolph's primary background is related to large residential and commercial development project, but he also has experience working with California State agencies, such as Caltrans and the State Water Resources Control Board (SWRCB). **A significant portion of Mr. Rolph's experience is water and water-quality related.**

Mr. Rolph's background involves a strong component of water and sewer utility design, including pumping stations, reservoirs, pipelines, etc. Some of the projects that Mr. Rolph has been involved in include:

RECENT UWMP-RELATED PROJECT EXPERIENCE:

Mr. Rolph has a very strong background in California State water and water-quality documents, including:

- . SWPPPs
- . WQMPS
- . SUSMPS
- . SQUIMP

Mr. Rolph has produced many of the above documents for or on behalf of the following agencies:

- . Contractors
- . Developers
- . Private Commercial or Private Large Residential Properties
- . Caltrans
- . State Water Resources Control Board (SWRCB)

OTHER PROJECT EXPERIENCE

Mr. Rolph has experience in the projects described below:

New PVC C900 Watermain for Eagle Rock Residential Development

Corona R-3 Potable Water Reservoir.

Plant 224 – New Pump Station in Whittier.

Silver Lake Reservoir Complex.

New PVC C900 Watermain for Eagle Rock Residential Development

San Jose Elementary, Pomona CA

Washington Elementary School, Pomona CA

SR 10 Onramp Improvements, San Bernardino County, CA

Storm Drain Improvements, San Juan Capistrano CA

Stephen Williams
Assistant Engineer**EDUCATION:**
Penn State University,
B.S. Business (Organizational Leadership)**OVERVIEW:**

Mr. Williams provides Engineering, Drafting, Surveying, and QA/QC assistance for West & Associates Projects. Prior to his experience in the water/wastewater industry, Mr. Williams had worked in the manufacturing industry for about 10 years, wherein he supervised a team. His skills with the finer details add to the precision of work for the project team. To date, Mr. Williams has experience on the design of over **30,000 feet of water and sewer mains** for four (4) public agencies.

PROJECT EXPERIENCE

Mr. Williams has been involved with the related projects described below:

CITY OF ALHAMBRA

Engineering services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

Engineering services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet.

CITY OF CHINO

Engineering services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, and connections to existing mains. The project also involved coordination with the Division of Drinking Water for the location of the new water main. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Engineering services for the Maroon Bell – Winchester Water Main Replacement project. The project involved land surveying, replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

GOLDEN STATE WATER COMPANY

Project assistant services for GSWC's Lawndale Area Water Main Replacements – Hawthorne Blvd Project, including review of plans and minor adjustments to Design of Plans per Caltrans' comments.

CITY OF SIMI VALLEY

Assistant engineering services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The street improvements included new street design, curb and gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work. Mr. Cahill overlooked the design of over 22,000 feet of water mains and over 3,000 feet of sewer improvements within the project vicinity.

CITY OF SIERRA MADRE

Land surveying services for the City's FY 2019-20 Street Rehabilitation Project. The project involved grind and overlay, removal and replacement, slurry seal, curb and gutter replacement, sidewalk restoration, striping, and manhole adjustment over roughly 10,000 feet of City streets. This project received Caltrans funding.

Assisted in providing engineering services for the City's Recreation Center Parking Lot Improvements Project. The project involved grind and overlay, removal of curb and gutter, removal of grass parkway, removal of existing trees, construction of new parking spaces and curb islands, construction of new sidewalk and curb ramps, replacement of driveways, and installation of new striping.

CITY OF RANCHO SANTA MARGARITA

Assisted in providing engineering services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing median in Melinda Road at Paseo Alegria near the 241 toll road. The project involved removal of concrete curbs, stamped concrete, landscaping, striping, existing asphalt pavement, and traffic signs. The project also involved the construction of new concrete curbs, new stamped concrete, installation of new asphalt pavement, grind and overlay of asphalt for smooth "feathered" transition for drainage, installation of new project signs and posts, curb painting, and restoration of pavement striping.

SECTION D: SCHEDULE AND ESTIMATED BUDGET

Project Schedule

We have included our project schedule on the following page in MS Project format. The schedule is based on an assumed start date (Kickoff Meeting) of October 29, 2020. The schedule shows submittal of the 2020 UWMP to DWR by **early May 2021**, which is about **two (2) month prior** to the DWR-assigned due date of July 1, 2020.

Note: The schedule provides sufficient time for the 60-day notification period prior to Council Adoption/Public Hearing.

Estimated Budget

The estimated fee is provided in a separate, sealed envelope.

City of Ukiah 2020 Urban Water Management Plan Project Schedule

ID	Task Name	Duration	Start	Finish	Timeline																																													
					July 2020	August 2020				September 2020				October 2020				November 2020				December 2020				January 2021				February 2021				March 2021				April 2021				May 2021								
					7/12	7/19	7/26	8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	5/2	5/9	5/16	5/23
1	Preparation of 2020 UWMP	144 days	Wed 10/14/20	Mon 5/3/21	Preparation of 2020 UWMP																																													
2	City Award	1 day	Wed 10/14/20	Wed 10/14/20	City Award																																													
3	Kickoff Meeting	1 day	Thu 10/29/20	Thu 10/29/20	Kickoff Meeting																																													
4	Data Collection/Analysis	26 days	Thu 10/15/20	Thu 11/19/20	Data Collection/Analysis																																													
5	Collection and Review of Data from City	1 wk	Thu 10/15/20	Wed 10/21/20	Collection and Review of Data from City																																													
6	Review and Analysis of Draft 2020 UWMP Guidebook from DWR	1 wk	Fri 10/30/20	Thu 11/5/20	Review and Analysis of Draft 2020 UWMP Guidebook from DWR																																													
7	Review and Analysis of Final 2020 UWMP Guidebook from DWR	2 wks	Fri 11/6/20	Thu 11/19/20	Review and Analysis of Final 2020 UWMP Guidebook from DWR																																													
8	Demographic Analysis	2 wks	Thu 10/22/20	Wed 11/4/20	Demographic Analysis																																													
9	Demand Analysis	2 wks	Thu 10/22/20	Wed 11/4/20	Demand Analysis																																													
10	Water Supply Analysis	2 wks	Thu 10/22/20	Wed 11/4/20	Water Supply Analysis																																													
11	Water Quality Analysis	2 wks	Thu 10/22/20	Wed 11/4/20	Water Quality Analysis																																													
12	Water Energy Analysis	2 wks	Thu 10/22/20	Wed 11/4/20	Water Energy Analysis																																													
13	Conservation Measure Analysis	2 wks	Thu 10/22/20	Wed 11/4/20	Conservation Measure Analysis																																													
14	Seismic Risk, Mitigation, and Contingency Plan Analysis	1 wk	Thu 11/5/20	Wed 11/11/20	Seismic Risk, Mitigation, and Contingency Plan Analysis																																													
15	City Review	1 wk	Thu 11/12/20	Wed 11/18/20	City Review																																													
16	Prepare & Submit 2020 UWMP	118 days	Thu 11/19/20	Mon 5/3/21	Prepare & Submit 2020 UWMP																																													
17	Prepare & Submit First Administrative Draft UWMP	7 wks	Thu 11/19/20	Wed 1/6/21	Prepare & Submit First Administrative Draft UWMP																																													
18	City Review	3 wks	Thu 1/7/21	Wed 1/27/21	City Review																																													
19	Prepare for and Hold Workshop	1 day	Thu 1/28/21	Thu 1/28/21	Prepare for and Hold Workshop																																													
20	Prepare & Submit Second Public Draft UWMP	4 wks	Fri 1/29/21	Thu 2/25/21	Prepare & Submit Second Public Draft UWMP																																													
21	City Review	2 wks	Fri 2/26/21	Thu 3/11/21	City Review																																													
22	2wk & 1wk notices of Public Hearing/Council Mtg	2 wks	Fri 2/26/21	Thu 3/11/21	2wk & 1wk notices of Public Hearing/Council Mtg																																													
23	Public Hearing/Board/Council Meeting (Presentation)	1 day	Fri 3/12/21	Fri 3/12/21	Public Hearing/Board/Council Meeting (Presentation)																																													
24	Prepare & Submit Final Draft UWMP	3 wks	Mon 3/15/21	Fri 4/2/21	Prepare & Submit Final Draft UWMP																																													
25	Assist City with Preparing for Advertisement of Final Draft UWMP	2 wks	Mon 4/5/21	Fri 4/16/21	Assist City with Preparing for Advertisement of Final Draft UWMP																																													
26	"60-Day" Public Notification/Advertisement to Agencies	8 wks	Mon 2/22/21	Fri 4/16/21	"60-Day" Public Notification/Advertisement to Agencies																																													
27	2wk & 1wk notices of Public Hearing/Council Mtg	2 wks	Mon 4/5/21	Fri 4/16/21	2wk & 1wk notices of Public Hearing/Council Mtg																																													
28	Public Hearing/Board/Council Meeting (Presentation)	1 day	Mon 4/19/21	Mon 4/19/21	Public Hearing/Board/Council Meeting (Presentation)																																													
29	Finalize UWMP and Submit to DWR	2 wks	Tue 4/20/21	Mon 5/3/21	Finalize UWMP and Submit to DWR																																													

SECTION E: RELATED EXPERIENCE

Company Background

West & Associates Engineering, Inc. was started in 2015 by Mr. Phillip West. We provide technical consulting services to clients throughout California for a broad range of services, including planning, design, and construction management. In particular, we **specialize** in the following types of work:



PIPELINES

Water Mains, Sewers, Storm Drains, etc.



FACILITIES

Wells, Pumping Stations, Lift Stations, Valve Vaults, Tanks, Reservoirs, Structures, etc.



UWMPs

Twenty-Four (24) UWMPs. See **Exhibit A**.



GENERAL CIVIL

Streets & Streetscapes, Grading, Parks, Parking Lots, etc.

Services Listed Include ALL Major Phases of Work:

- Planning
- Design
- Construct. Management

Other Notable Services:

- Plan Check
- Staffing Augmentation
- Specialty Studies

Nearly all our company experience has been with public agencies. As such, **our focus is on public clients**. Mr. West and the project team members have experience with nearly **sixty (60)** public agencies throughout California. A good portion of these clients are repeat clients that the team members have

SECTION E: RELATED EXPERIENCE

worked with over the years, on a variety of different projects. The following are clients that Mr. West and the project team members have worked with:

- **Cities (44), including:** Anaheim, Arcadia, Azusa, Baldwin Park, Beverly Hills, Bellflower, Blythe, Calexico, Chino, Chino Hills, Covina, Commerce, Culver City, Cypress, Glendale, Glendora, Hawaiian Gardens, Inglewood, Irwindale, Irvine, Laguna Niguel, La Habra, La Palma, Lomita, Lynwood, Manhattan Beach, Moreno Valley, Norwalk, Pico Rivera, Pomona, Rancho Santa Margarita, Ranchos Palos Verdes, Rialto, Riverside, San Dimas, San Fernando, San Juan Capistrano, Santa Monica, Sierra Madre, Simi Valley, South Pasadena, Thousand Oaks, Torrance, Whittier
- **Water Agencies (14), including:** Azusa Light & Water, Crescenta Valley Water District, East Orange County Water District, Foothill Municipal Water District, Golden State Water Company, Irvine Ranch Water District, Kinneloa Irrigation District, Lake Arrowhead Community Services Department, Lincoln Avenue Water Company, Long Beach Water Department, Mesa Water District, San Gabriel Valley Municipal Water District, South Coast Water District, Valley Water Company
- **County Agencies (2) including:** Los Angeles, San Bernardino

As evident by our clients shown above, our Project Team members have served clients all over California, regardless of the distance. In fact, we have completed services for municipal agencies which are **several hours away from our office**. We are very versatile and able to serve your needs!

Office Location and Contact Information

We are a small California "S" Corporation. Our office is located in Foothill Ranch (Lake Forest) in Orange County, California. Mr. Phillip West acts as the Principal/President of the firm.



www.westaeng.com

- Started in 2015
- California "S" Corporation
- Contact: Phillip West, P.E., QSD/QSP
- Office: (949) 716-7670
- Cell: (714) 728-8082
- philw@westaeng.com

SECTION E: RELATED EXPERIENCE

UWMP Project Examples

As mentioned in our Cover Letter, we have prepared twenty-four (24) UWMPs for public agencies in California. Below are the **three (3) most recent agencies** for which we have prepared a UWMP:



CITY OF BLYTHE – 2015 UWMP

DATE OF SERVICES: DECEMBER 2017 – APRIL 2018

440 South Main Street Blythe, CA 92225

Armando Baldizzone, Director of Public Works [\(760\) 922-6611](tel:7609226611)



CITY OF CALEXICO – 2015 UWMP

DATE OF SERVICES: JANUARY 2017 – MAY 2017

608 Heber Avenue Calexico, CA 92231

Liliana Falomir, Project Coordinator [\(760\) 768-2160](tel:7607682160)



LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT – 2015 UWMP

DATE OF SERVICES: APRIL 2016 – JUNE 2016

27307 State Hwy. 189, Blue Jay, CA 92317

Aida Hercules-Dodaro, District Engineer [\(909\) 336-7100](tel:9093367100)

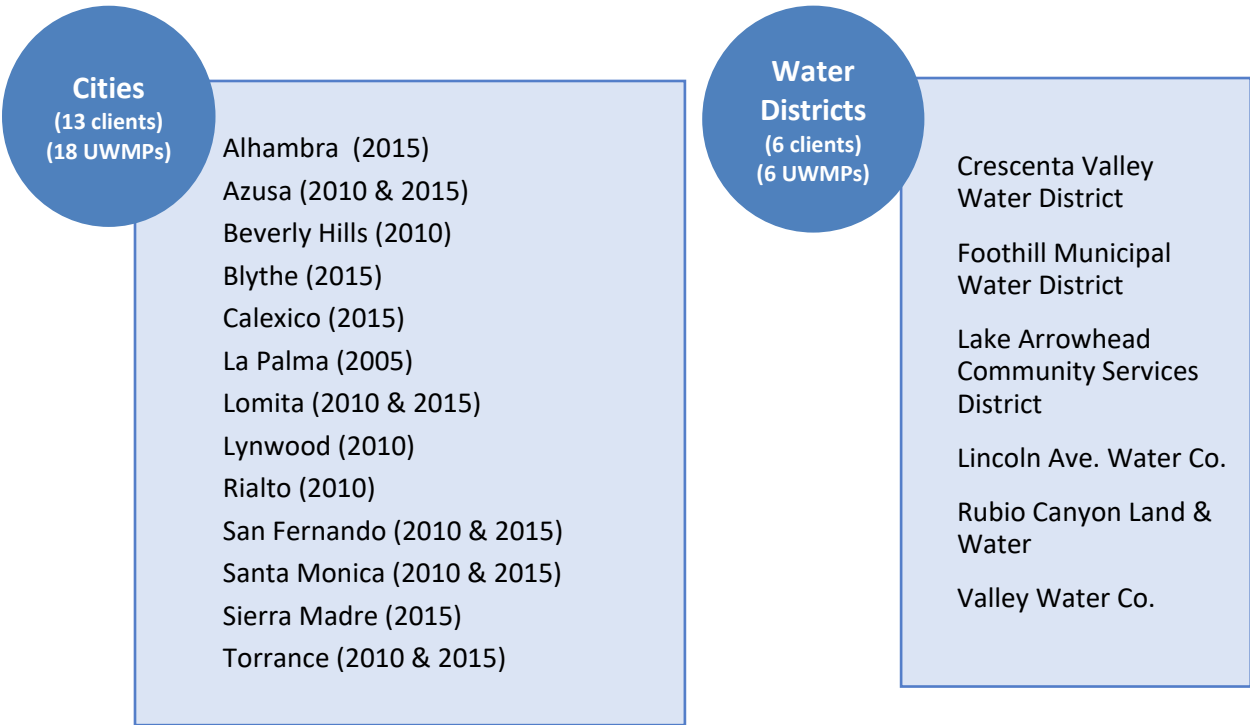
Based on the clients listed above, a few notable highlights include:

- We are capable of providing full UWMP services (including meetings and presentations) to clients despite the distance from our office.
- We are versatile and able to understand all types of hydrologic and water supply conditions in California, and how these conditions affect the preparation of UWMPs.
- We are capable of fast-tracking the UWMP process with a successful track record (we have completed UWMPs in as fast as three (3) months).

SECTION E: RELATED EXPERIENCE

Total UWMP Experience

The West & Associates team members have very extensive experience with the UWMP process, having prepared a total of **twenty-four (24) UWMPs** for **nineteen (19) different clients** listed below:



Mr. West was involved in the preparation of nearly each page of the UWMPs listed above. Three (3) of the above clients are actual West & Associates contracts. Mr. West prepared the other twenty-one (21) UWMPs listed above while working for his previous firm, where he managed the UWMP process. A sample of our work is displayed in **Exhibit A** of this Section.

SECTION E: RELATED EXPERIENCE

References

The following are key references in addition to the recent UWMP projects listed on Page 1 of this Section.



CITY OF ALHAMBRA – 2015 UWMP*

900 New Avenue, Alhambra, CA 91801

Dennis Ahlen, Director of Utilities [\(626\) 300-1562](tel:626-300-1562)

dahlen@cityofalhambra.org



CITY OF SIERRA MADRE – 2015 UWMP*

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [\(626\) 355-7135](tel:626-355-7135)

ccimino@cityofsierramadre.com



CITY OF LA PALMA – 2005 UWMP*

7822 Walker Street, La Palma CA 90623

Ismile Noorbaksh, City Engineer (Retired) [\(714\) 488-0072](tel:714-488-0072)

ismilenoor@gmail.com



CITY OF TORRANCE – 2010 & 2015 UWMP*

3031 Torrance Blvd, Torrance CA 90503

Chuck Schaich, Water Analyst [\(310\) 618-6221](tel:310-618-6221)

cschaich@torranceca.gov

**Note: Mr. West personally worked with these individuals on UWMPs while working for his previous firm.*

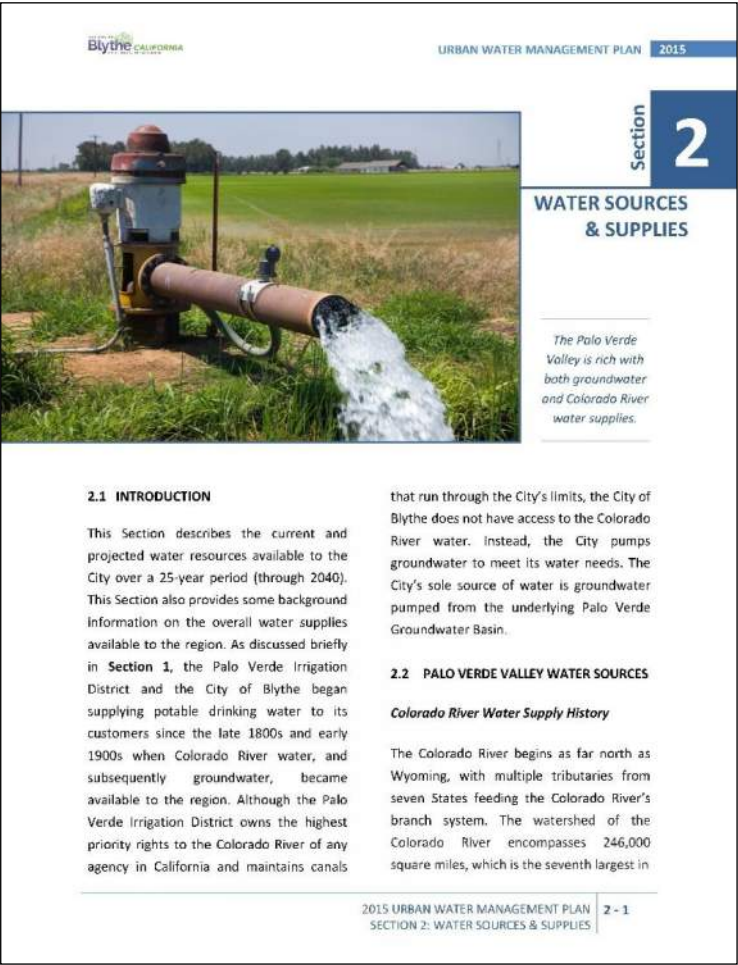
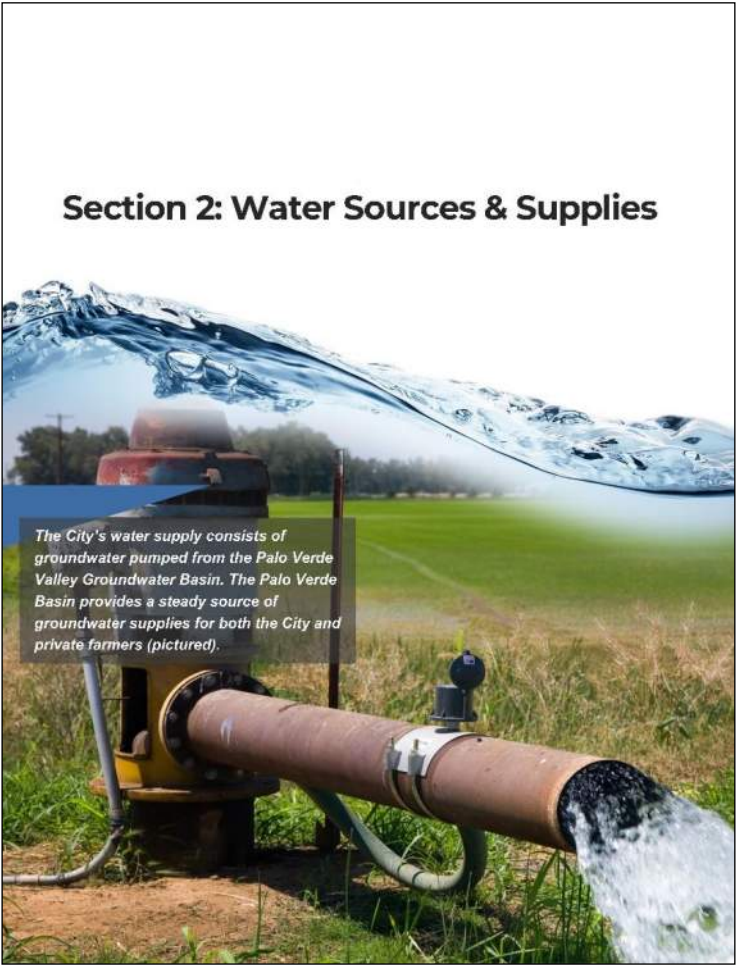
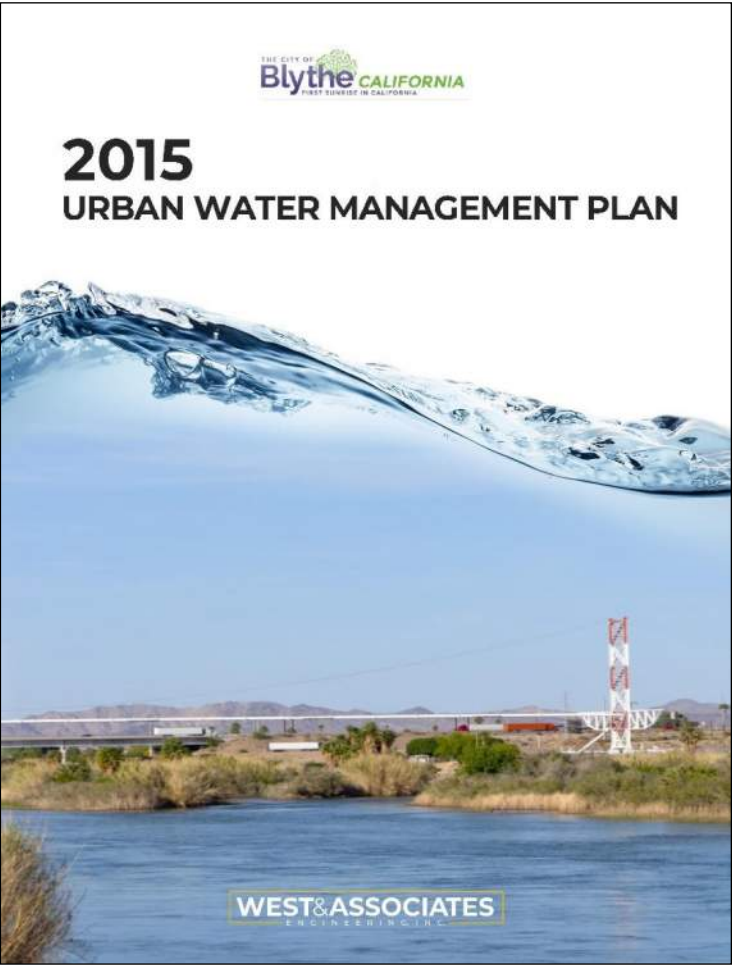
SECTION E: RELATED EXPERIENCE

Quality Assurance/Control

From our UWMP experience, we understand that the Department of Water Resources (DWR) may take a few years to review the UWMP. Should DWR have any comments to the UWMP, we are able to respond to any DWR comments even if the comments are received a few years after completion of the 2020 UWMP. However, our goal is to prepare a UWMP that meets DWR requirements. To accomplish this, we will implement the following quality assurance/control measures:

- The Project Manager, Mr. Phillip West, will be directly involved with this project. Instead of periodic reviews and dictations to engineering staff, he will work alongside engineering staff to ensure the work is done properly. All staff members have access to the same files and can edit as the needs arise without things being “lost-in-translation”. This drastically reduces errors during the work process.
- We will keep in touch with DWR on a regular basis. This will include phone calls, emails, and webinars. In fact, we have been in touch with DWR recently in the months of May and July regarding proposed changes to the 2020 UWMPs.
- All work will go through a quality assurance/control process before submittal to the client. We strive to have all projects reviewed by an experienced individual not directly involved with the project, although general familiarity with the project and the client is desirable. During the quality assurance/control process, Adobe PDF software is utilized to review documents as opposed to printing hard copies. Although this is a “green” method, its primary function is to **save time and to keep records of our quality control**. This is also important if any quarantines persist during this project. The review of the construction documents shall focus on the following three key areas: 1) conformance to DWR criteria, 2) accuracy of data, and 3) quality of writing.

To ensure the Final UWMP adheres to DWR requirements, we will complete the UWMP checklist before each submittal. The checklist will provide the Section and/or Page number where the information can be found in the UWMP. This will help the City confirm that the UWMP adheres to DWR requirements before it is submitted to DWR.



The full 2015 UWMP for the City can be found here: https://wuedata.water.ca.gov/public/uwmp_attachments/8422467887/City%20of%20Blythe_Final%202015%20UWMP_05-07-18_w%20Appendices.pdf

EXHIBIT A – QUALITY OF WORK

SECTION F: EXCEPTIONS

Statement(s)

At this time, we have no exceptions to the terms or conditions of the RFP or the City's Professional Services Agreement. Our insurance coverage meets the minimum insurance requirements outlined in the City's insurance requirements for consultants. A sample copy of our insurance certificate is shown below.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				1/23/2020		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME:		FAX (A/C, No.):		
IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656		(AVC) Stephanie Belen				
www.ioausa.com		PHONE (A/C, No, Ext):		FAX (A/C, No):		
CA License #0E67768		(949) 297-5962				
		E-MAIL ADDRESS:				
		stephanie.belen@ioausa.com				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: RLI Insurance Company		13056		
		INSURER B: Travelers Casualty and Surety Co America		31194		
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES CERTIFICATE NUMBER: 53744426 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary/Non-Contributory ☒ Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PCT ☒ LOC ☐ OTHER:	☒	PSB0006154 Scheduled AI Endt #PPB3130212 Professional Services performed by the Insured are Excluded	9/19/2019	9/19/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	PSB0006154 Included in General Liability	9/19/2019	9/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒	PSE0002695 Excludes Professional Liability	9/19/2019	9/19/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PSW0004148 Waiver of Subrogation Endt #WC0403060484	9/19/2019	9/19/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims-Made	☒	106587562	9/19/2019	9/19/2020	\$2,000,000 Each Claim \$2,000,000 Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Certificate Holder is an Additional Insured with respect to General Liability (GL), but only when required by written contract with the Insured prior to an occurrence as per Endorsement noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the Business Owners' Coverage form. A Workers' Compensation Waiver of Subrogation as noted above is included for the person or organization named in the Schedule that are to a contract requiring this Endorsement, provided that contract is executed before the loss. Coverage is subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation/10 Days for Non-Payment in accordance with policy provisions.						
CERTIFICATE HOLDER			CANCELLATION			
FP No. #20197003-PW-WA205 Baker Avenue Water Main Replacement Design Services City of Chino, its elected or appointed officers, officials and employees 13220 Central Avenue Chino CA 91710			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (AVC) Alicia K. Igram 			
© 1988-2015 ACORD CORPORATION. All rights reserved.						





AGENDA SUMMARY REPORT

SUBJECT: Approve Budget Amendment in the Amount of \$2,128 for the Community Development Building Inspection External Services Account.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

None

Summary: Council will consider approving a budget amendment in the amount of \$2,128 for the Community Development Building Inspection external services account.

Background: In 2019, two Dodge Durango vehicles were purchased for the Community Development Building Inspection division to be utilized for building inspection activities as well as code enforcement.

Discussion: In the 19/20 fiscal year, funds were available in the Building Inspection operating accounts to outfit the building inspection vehicles with traffic advisory lighting. The order occurred after the 19/20 fiscal year ended, thus making that year's funding unavailable. With only \$500 budgeted for the 20/21 fiscal year, staff is requesting Council to approve a budget amendment in the amount of \$2,128 to cover for the purchase, and reestablish \$500 originally budgeted for this fiscal year.

Recommended Action: Approve a budget amendment in the amount of \$2,128 for the Community Development Building Inspection external services account.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10023320.56130: -\$1,627.46

PROPOSED BUDGET AMOUNT: 10023320.56130: \$500

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Matthew Keizer, Building Official; Dan Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approve Professional Services Contract Amendment with Mead & Hunt for the Preparation of a Stand-Alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport in an Amount Not to Exceed \$12,000; and Approve Corresponding Budget Amendment.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Contract 1819-164 - Mead&Hunt
2. UKI.ALUCP. Amendment 1 - C #1819164
3. UKI.ALUCP. Amendment 3 - C #1819164
4. UKI.ALUCP.Amendment 4 Request 120820

Summary: Council will consider approval of a professional services contract amendment with Mead & Hunt for the preparation of a stand-alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport. Council will also consider approving a corresponding budget amendment.

Background: On February 6, 2019, City Council approved Contract No. 1819-164 (Attachment 1), a sole source contract, with Mead & Hunt for preparing a complete, stand-alone Airport Land Use Compatibility Plan (ALUCP) for the Ukiah Municipal Airport (UKI). Council also approved a shared cost agreement between the City and the County. Proposed in Mead & Hunt's original Scope of Work was an accelerated project schedule with a 12-month completion timeline and \$130,000 cost.

On March 4, 2020, Council approved Amendment No. 1 (Attachment 2), which increased the total contract amount of \$130,000 by \$30,000 to \$160,000 and extended the term of the agreement six months, to a deadline for completion of July 31, 2020.

A federal emergency was declared on March 13, 2020, and Council ratified the proclamation of a local emergency on March 18, 2020, in response to the COVID-19 Pandemic. Also at or around this time, all agenda items not deemed essential business were temporarily suspended.

At the time of the emergency declarations, an administrative draft of the UKI ALUCP had been completed, and the CEQA Initial Study for a Negative Declaration was being prepared. Joint meetings of the Ukiah and Mendocino County planning commissions and Board of Supervisors/City Council were planned for April 2020, and adoption from the Mendocino County Airport Land Use Commission was planned for May 2020. The final plan and closeout was anticipated to occur by July 31, 2020. Due to the temporary suspension of these meetings, the schedule for public review and adoption of the UKI ALUCP was delayed.

On June 22, 2020, Mead & Hunt requested a time-only extension to their contract to extend the contract term three months to October 31, 2020. This extension, Amendment No. 2, was approved by Staff (Attachment 3).

The possibility of a revision to the UKI ALUCP for protecting for a future runway extension to support CalFire operations was explored by Mead & Hunt in late September and discussed with Mendocino County Planning and Building Services staff. To allow enough time to fully explore this issue, Staff granted a second time-only extension amendment to Mead & Hunt's contract, Amendment 3 (Attachment 4). Amendment 3 extended Mead & Hunt's contract to December 31, 2020.

On November 18, 2020, Council unanimously recommended approving an option proposed within an October 20, 2020 Mead & Hunt technical memorandum to protect for a future 5,000-foot runway for CalFire operations. Council also directed staff to communicate Council's direction to the ALUC.

On November 19, 2020, Staff communicated this direction to the ALUC. The ALUC voted 5-1 to proceed with Council's recommendation to revise the UKI ALUCP per the Mead & Hunt technical memorandum and to protect for a future 5,000-foot runway for CalFire operations.

Discussion: On December 8, 2020, Mead & Hunt submitted a request for a contract amendment (Attachment 5). The amendment would add \$12,000 to the contract amount of \$160,000, resulting in total contract cost of \$172,000. The amendment would also extend the deadline for completion of the UKI ALUCP to February 28, 2021.

Staff recommends Council approve the professional services contract amendment, Amendment No. 4, to complete the preparation of the Airport Land Use Compatibility Plan for Ukiah Municipal Airport. Staff also recommends Council authorize the corresponding budget amendment.

Recommended Action: Approve professional services contract amendment with Mead & Hunt for the preparation of a stand-alone Airport Land Use Compatibility Plan for the Ukiah Municipal Airport; and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

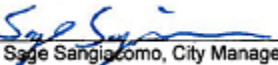
CURRENT BUDGET AMOUNT: 10023100.52100.18185: \$0; 77725200.52100.18185: \$0

PROPOSED BUDGET AMOUNT: 10023100.52100.18185: \$8,000; 77725200.52100.18185: \$4,000

FINANCING SOURCE: General Fund, Airport Enterprise Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1819-164-A1,A2, A3

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 13th day of February, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Mead & Hunt, a corporation organized and in good standing under the laws of the state of Wisconsin and authorized to conduct business in the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City has an agreement with Mendocino County to acquire consulting services to assist the Mendocino County Airport Land Use Commission ("ALUC") update the portion of the Mendocino County Airport Land Use Plan ("ALUP") related to the Ukiah Municipal Airport.
- b. Consultant represents that it has the qualifications, skills, and experience and is properly licensed to provide these services and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", which includes additional contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services by February 12, 2020. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$130,000. Labor charges shall be based upon

hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.
- 5.0 ASSURANCES OF CONSULTANT
- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits

due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from date of final invoice for this project.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful

misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant.

City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct damages City may incur as a result of Consultant's breach of contract.

- 7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.
- 7.10 Mendocino County Third Party Beneficiary. The County of Mendocino is a third-party beneficiary of Sections 6.0, 6.1 and 6.2 of this Agreement with the same right as a party to enforce them. The County of Mendocino shall be named as an additional insured in compliance with Section 6.1.D.1.a.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF COMMUNITY DEVELOPMENT
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

MEAD & HUNT
ATTN: KENNETH A. BRODY
1360 19TH HOLE DRIVE, SUITE 200
WINDSOR, CALIFORNIA 95482

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: 

2/13/19

Date

PRINT NAME: Mitchell R. Hooper

39-0793822

IRS IDN Number

CITY OF UKIAH

BY: 

2-25-19

Date

SAGE SANGIACOMO
CITY MANAGER

COU No. 1819164

ATTEST

Kusome Lanku
CITY CLERK

2-25-19
Date

**UKIAH MUNICIPAL AIRPORT
LAND USE COMPATIBILITY PLAN**

SCOPE OF SERVICES

2019-01-31

This document outlines the Scope of Services (SCOPE) to be provided by Mead & Hunt, Inc. (CONTRACTOR) for preparation of a new Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) under contract with the City of Ukiah (CITY). Responsibilities of CITY under this agreement are also listed.

The new UKIALUCP is intended to replace the Ukiah Municipal Airport Comprehensive Land Use Plan, which is currently included as part of the *Mendocino County Airport Comprehensive Land Use Plan* (MCACLUP) adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993, and later amended. The new UKIALUCP will be a complete plan unto itself and separate from policies or other content contained in the remainder of the MCACLUP.

Although CITY owns the Ukiah Municipal Airport (UKI) and has land use control over most of the surrounding area, implementation of the new UKIALUCP will first require adoption by ALUC. ALUC functions under the auspices of the County of Mendocino (COUNTY). Participation of COUNTY/ALUC is essential to accomplishment of SCOPE. Specific responsibilities of COUNTY/ALUC under this agreement are listed herein.

The overall endeavor under SCOPE, including responsibilities of CITY and COUNTY/ALUC, is referred to herein as PROJECT.

Element 1. Project Management and Coordination

1.1 Project Administration

CONTRACTOR shall perform routine administrative duties including regular communication with CITY staff, processing contract documents, and monthly invoicing for the anticipated twelve (12) month duration of PROJECT.

1.2 Coordination with County/ALUC

PROJECT will require efficient coordination among CONTRACTOR, CITY, and COUNTY/ALUC. Much of this coordination will be accomplished via conference calls. In-person meetings, including public meetings, are also provided. The purposes of some meetings will be to enable CONTRACTOR to obtain information from CITY and COUNTY/ALUC necessary for preparation of UKIALUCP, as well as feedback on draft materials to be prepared by CONTRACTOR. Other meetings will be public meetings for presentation of a draft UKIALUCP or components thereof, for obtaining public input, and ultimately for adoption of the UKIALUCP by ALUC. The timing and function of individual meetings are identified in subsequent tasks.

SCOPE provides for a total of up to six (6) project trips for staff-level and public meetings to be attended in person by one (1) CONTRACTOR staff and up to six (6) conference calls involving CONTRACTOR, CITY, and COUNTY/ALUC representative. Any in-person staff-level and public meetings held on the same day will be counted as a single meeting.

CONTRACTOR DELIVERABLES

- *Final scope, budget, and schedule.*
- *Monthly communication with CITY staff for purposes of tracking progress, schedule, and budget.*
- *Monthly invoices and status reports.*
- *Participation in meetings with CITY and COUNTY/ALUC as described under Task 1.2 (all meetings are budgeted under this element).*

CITY RESPONSIBILITIES

- *Identify an individual with whom CONTRACTOR shall maintain coordination and who shall participate in PROJECT meetings.*
- *Arrange rooms, noticing PROJECT meetings, distribute deliverables, and maintain overall coordination with the COUNTY/ALUC.*

COUNTY/ALUC RESPONSIBILITIES

- *Identify an individual or individuals with whom CITY staff shall coordinate and who shall participate in PROJECT meetings.*
- *Schedule and agendize ALUC meetings where PROJECT is to be discussed or acted upon.*

Element 2. Data Collection and Compilation

2.1 Kickoff Meeting

CONTRACTOR shall formally begin PROJECT by making a presentation to ALUC. This presentation will allow CONTRACTOR staff to introduce ourselves and outline the work products, schedule and planned interaction among CONTRACTOR, CITY, and COUNTY/ALUC.

2.2 Airport and Land Use Data and Mapping

PROJECT will require certain background data and maps regarding UKI and surrounding land uses in CITY and COUNTY jurisdictions to be made available to CONTRACTOR. CONTRACTOR will rely upon CITY and COUNTY to provide the following data:

- **Airport Layout Plan (ALP) Drawing:** California state law requires that an ALUCP be based on a current master plan of the airport or, if none exists, a current ALP may be used with the approval of the Caltrans Division of Aeronautics. The Division typically requests an ALP that has been approved by the Federal Aviation Administration (FAA). As CITY has not recently adopted a Master Plan for UKI, CONTRACTOR will utilize the FAA-approved 2015 ALP drawing. The existing and future airfield configurations depicted in the 2015 ALP will be reflected in new UKIALUCP maps. CONTRACTOR will submit the UKI ALP to Caltrans for approval as the basis for UKIALUCP.

- **Airport Activity and Flight Track Data:** CONTRACTOR will work with airport management, other CITY staff, and airport tenants familiar with UKI to estimate the current composition and overall level of aircraft operations at UKI utilizing readily available data. These sources will also be asked to assist with mapping of typical flight routes used by various types of aircraft operating at UKI.
- **Airspace Plan Drawing:** The Airspace Plan drawing shows the critical airspace surfaces established in accordance with Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The Airspace Plan will be used to establish height restrictions for the areas surrounding UKI.
- **Land Use Data and Mapping:** CONTRACTOR shall rely upon GIS data from CITY and COUNTY depicting existing land uses and the adopted general plan land use designations within the UKI vicinity. CONTRACTOR shall also review adopted CITY and COUNTY general plans and other policy documents for information and policies pertaining to land uses around UKI.

2.3 Activity Forecasts and Noise Contours

By law, ALUCPs must have a time horizon of at least 20 years. The activity data and forecasts are used to generate projected aircraft noise contours.

- **Activity Forecasts:** Using activity data obtained in Task 2.2, CONTRACTOR shall prepare new UKI aircraft operations forecasts for the year 2040.
- **Noise Contours:** Using current activity data and forecasts of future operations together with flight track information from Task 2.2, CONTRACTOR shall prepare Community Noise Equivalent Level (CNEL) noise contours for current and 2040 aircraft operations at UKI. Contours will be depicted in 5 dB increments for CNEL 55 dB and above. The FAA's AEDT noise model will be used. The 2040 contours will take into account both the current and proposed configurations of the UKI runway as shown on the 2015 ALP.

2.4 Background Data Chapter

Documentation of facts pertaining to UKI and land uses around it is an essential foundation to UKIALUCP. It also will form the basis for the environmental impact analysis to be completed in Element 4. Once the airport and land use information has been gathered and sorted, CONTRACTOR shall prepare new maps and data tables for inclusion as a Background Data chapter in UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to obtain comments on and corrections to the Background Data chapter.

CONTRACTOR DELIVERABLES

- *List to be provided to CITY and COUNTY indicating airport and land use data needs for UKIALUCP.*
- *Letter to Caltrans requesting acceptance of 2015 UKI ALP as basis of UKIALUCP.*
- *Draft UKIALUCP Background Data chapter for review by CITY and COUNTY.*

CITY RESPONSIBILITIES

- *Assist CONTRACTOR in obtaining or estimating current UKI aircraft activity and flight track data.*

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in CITY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in COUNTY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

Element 3. Draft ALUCP Preparation

3.1 Impact Identification

Consistent with the guidelines in the 2011 *California Airport Land Use Planning Handbook* (Handbook), the UKIALUCP will continue to address the four types of compatibility concerns in a composite manner:

- **Noise** is the impact most directly affected by the airport activity forecasts.
- **Safety** is the compatibility concern associated with the risks that potential aircraft accidents pose to people and property on the ground. Using data and guidance from the 2011 Handbook, CONTRACTOR shall delineate locations around UKI where heightened risk levels may warrant restrictions on future land use development.
- **Airspace Protection** is critical to airport viability in that airspace obstructions can be hazards to flight and can necessitate changes to aircraft flight procedures. The UKI Airspace Plan will be used to depict this critical airspace. Additionally, FAA guidelines will be used to map locations where certain types of land uses can attract birds in a manner that can be hazardous to aircraft in flight.
- **Overflight** pertains to areas beyond the noise contours where aircraft noise can be annoying or disruptive. For general aviation airports, the area of overflight concern is primarily within and near the aircraft traffic pattern.

Using the aeronautical and land use data gathered in the preceding tasks, CONTRACTOR shall map and describe the magnitude and extent of these concerns. The combined geographic extent of the four impact concerns will constitute the UKI influence area.

CONTRACTOR shall identify the compatibility factors that have changed in a manner that warrant a change to the 1993 (as amended) UKIALUCP compatibility zones and/or criteria. CONTRACTOR shall also identify the basic strategies available for addressing the changed conditions. CONTRACTOR shall summarize this information in a Discussion Paper to be presented to CITY and COUNTY/ALUC and hold a conference call to obtain feedback.

3.2 Draft Policies Chapter

The centerpiece of an ALUCP is the policy section. There are two types of policies that an ALUCP must include: compatibility policies and procedural policies. Compatibility policies and associated maps establish the basis for an ALUC's determination of whether proposed land use plans and projects are

compatible with the airport involved. Procedural policies define the steps to be followed both by local agencies in referring actions for ALUC review and by an ALUC in conducting the reviews.

The ALUC's 1993 compatibility and procedural policies for UKI are outdated and do not conform to guidance in the Caltrans 2011 Handbook. Regardless of this status, because these are the adopted policies now in effect, CONTRACTOR will consider them as a starting point for preparation of policies for the new UKIALUCP. Nevertheless, significant clarification, expansion, and potential substantive changes to the current policies are envisioned. As part of PROJECT, CONTRACTOR shall prepare a complete new Policies chapter containing both compatibility and procedural policies applicable only to UKI, not the other airports for which ALUC has responsibility. A composite Compatibility Map, similar in concept to the one in the 1993 CLUP for UKI, which reflects the combined effects of all four compatibility concerns will be in the Policies chapter.

The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2,4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical avigation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives. COUNTY Director of Planning and Building Services and CITY Director of Community Development shall provide written approval of the Draft UKIALUCP to CONTRACTOR and CITY before the Draft UKIALUCP is released for public review or presented to any public commission, council or board.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in Muzzy Ranch Company v. Solano County Airport Land Use Commission. An

ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft UKIALUCP to joint meetings of 1) the City Council and Board of Supervisors; and 2) the Ukiah Planning Commission and Mendocino County Planning Commission..

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC. CONTRACTOR shall assist CITY and COUNTY staff with preparation of the staff report and adopting documents for the approval of the environmental document and adoption of the UKIALUCP.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

ATTACHMENT B - CONTRACT #1819164

Attachment B Ukiah Municipal Airport Land Use Compatibility Plan Mead Hunt Project Budget January 10, 2019

WORK PLAN	DIRECT LABOR COST	EXPENSES	TOTAL	PERCENT OF TOTAL
Element 1: Project Management, Coordination, and Meetings	\$29,236	\$574	\$29,810	24%
Element 2: Data Collection and Compilation	\$24,674		\$24,674	20%
Element 3: Draft ALUC Preparation	\$35,320		\$35,320	28%
Element 4: Environmental Impact Documentation	\$17,200	\$66	\$17,266	14%
Element 5: Review and Adoption	\$17,768	\$162	\$17,930	14%
LUMP SUM TOTAL:	\$124,198	\$802	\$125,000	100%
Element 6: Additional Services	-	-	\$5,000	-
TOTAL			\$130,000	

Budget Assumptions

Airport Layout Plan (ALP) and airspace plan to be provided in AutoCAD format by SCAS
Processing radar flight tracks not included
CITY staff to provide or coordinate obtaining GIS land use and zoning data from local agencies
Aerial photographs will be provided by the client, or used from publicly available databases.
CITY or COUNTY/ALUC staff responsible for noticing Public Draft ALUCP and CEQA document
Only one public circulation of CEQA documents is assumed
Only minor revisions anticipated to be needed to ALUCP drafts to address agency or public comments.
One CONTRACTOR staff person to attend meetings and provide technical input. Six distinct project trips provided (8-hour day, no overnight stay). Meetings will utilize a combination of PowerPoint and PDF displays
CITY staff responsible for arranging rooms, noticing project meetings, making available project documents and overall coordination with ALUC, Caltrans, affected agencies and/or the public.
Multiple meetings may be scheduled on same day, where feasible. Additional meetings requiring separate trips or overnight stays to be charged against contingency task.

LABOR HOURS	TEAM	FAUCHER	BRODY/ DIETZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/ MEYER	—
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$185	\$132	\$148	\$102
Element 1: Project Management, Coordination, and Meetings		2	32	108				
Element 2: Data Collection and Compilation	H		8	32	24	56	24	
Element 3: Draft ALUCP Preparation	U		16	52		56	48	1
Element 4: Environmental Impact Documentation	R		8	16		64	20	
Element 5: Review and Adoption	S			16	32	32	16	1
SUBTOTAL HOURS:		2	80	220	24	288	108	3
PERCENT OF TOTAL:		0%	11%	28%	3%	38%	14%	5%
TOTAL HOURS:								76

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 1: Project Management, Coordination, and Meetings	YEAR	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	ERCHMEYER	-
	CLASSIFICATION	PRINCIPAL	Sr. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$185	\$132	\$148	\$102
1.1 Project Administration (12 months)	\$3,448	2	2	12				
1.2 Coordination and Meetings with County/ALUC (6 trips)	\$25,788	5	30	96				
	TOTAL HOURS:	2	32	108				
	DIRECT LABOR COST:	\$620	\$7,232	\$21,384				
LABOR SUBTOTAL DOLLARS:		\$29,236						

EXPENSES	
Travel (6 trips)	\$574
TOTAL EXPENSES:	\$574

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 1 TOTAL:	\$29,236	\$574	\$29,810

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 2: Data Collection and Compilation	TEAM	FAUCHER	BRODY/ DIETZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTADT	EROH/MEYER	ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
2.1 Kickoff Meeting (travel labor/expenses budgeted under Task 1.2)	\$1,674		2	4		4		1
2.2 Airport and Land Use Data and Mapping	\$4,095		2	2		20	4	
2.3 Activity Forecasts and Noise Contours	\$18,045		2	2	24	40		
2.4 Background Data Chapter	\$8,632		2	4		32	20	2
TOTAL HOURS:			8	12	24	96	24	3
DIRECT LABOR COST:			\$1,808	\$2,376	\$3,960	\$12,672	\$3,552	\$306
LABOR SUBTOTAL DOLLARS:								\$24,674

EXPENSES	
None	
TOTAL EXPENSES:	

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 2 TOTAL:	\$24,674		\$24,674

Element 3: Draft ALUCP Preparation	TEAM	FAUCHER	BRODY/ DIETZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTADT	EROH/MEYER	ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
3.1 Impact Identification	\$3,720		2	4		16	16	
3.2 Draft Policies Chapter	\$7,680		8	16		16		
3.3 General Plan Consistency Review	\$9,150		2	16		24	16	
3.4 Administrative Draft and Public Draft UKIALUCP	\$13,352		4	16		40	16	16
TOTAL HOURS:			16	52		96	48	16
DIRECT LABOR COST:			\$3,616	\$10,296		\$12,672	\$7,104	\$1,632
LABOR SUBTOTAL DOLLARS:								\$35,320

EXPENSES	
None	
TOTAL EXPENSES:	

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 3 TOTAL:	\$35,320		\$35,320

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 4: Environmental Impact Documentation	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DUAL/ ENGELSTAD	ERICH/MEYER	— ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$158	\$163	\$132	\$148	\$102
4.1 Displacement Analysis	\$9,080		4	8		32	16	
4.2 CEQA Initial Study/Negative Declaration	\$6,120		4	8		32	4	8
	TOTAL HOURS:		8	16		64	20	8
	DIRECT LABOR COST:		\$1,808	\$1,344		\$8,448	\$2,960	\$816
LABOR SUBTOTAL DOLLARS:		\$17,200						

EXPENSES	
Printing and Shipping (State Clearinghouse Submitals)	\$66
TOTAL EXPENSES:	\$66

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 4 TOTAL:	\$17,200	\$66	\$17,266

Element 5: Review and Adoption	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DUAL/ ENGELSTAD	ERICH/MEYER	— ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$158	\$163	\$132	\$148	\$102
5.1 Presentation to ALUC (travel time/expenses budgeted under Task 1.2)	\$1,874		2	4		4		1
5.2 Response to Comments	\$4,652		8	8		8		2
5.3 Adoption by ALUC (travel time/expenses budgeted under Task 1.2)	\$1,874		2	4		4		1
5.4 Final ALUCP	\$3,368		4	16		16	16	8
	TOTAL HOURS:		16	32		32	16	12
	DIRECT LABOR COST:		\$3,616	\$6,336		\$4,224	\$2,368	\$1,224
LABOR SUBTOTAL DOLLARS:		\$17,768						

EXPENSES	
Printing and Shipping (One hardcopy each for CITY and COUNTY)	\$162
TOTAL EXPENSES:	\$162

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 5 TOTAL:	\$17,768	\$162	\$17,930

COU No. 1819-164-A1

CITY OF UKIAH
AMENDMENT 1
TO
PROFESSIONAL SERVICES
CONTRACT #1819164 – PREPARATION OF STAND-ALONE
AIRPORT LAND USE COMPATIBILITY PLAN

This Amendment No. 1, entered on March 5, 2020, revises the Agreement for Professional services dated February 13, 2019 between the City of Ukiah and Mead & Hunt to prepare a stand-alone Airport Land Use Compatibility Plan.

This Amendment No. 1, as per Exhibit 1:

- 1) Amends the Scope of Services.
- 2) Adds an additional dollar amount of \$30,000, for a revised total contract amount of \$160,000.
- 3) Extends the deadline for the completion of the work to July 31, 2020.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

MEAD & HUNT

BY: Mitchell Hooper
MITCHELL R. HOOPER

DATE: March 6, 2020

CITY OF UKIAH

BY: Sage San Giacomo
SAGE SAN GIACOMO, CITY MANAGER

DATE: 3-6-2020

ATTEST

BY: Kristine Lawler
KRISTINE LAWLER, CITY CLERK

DATE: 3-6-2020



February 18, 2020

Craig Schlatter
Director of Community Development
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Project Name: Ukiah Municipal Airport Land Use
Compatibility Plan (ALUCP)
Project Location: Ukiah Municipal Airport (UKI)
Project number: 2112200-190459.01
Mead & Hunt Manager: Maranda Thompson

Subject: Amendment No. 1 - Expanded Technical Justification and Local Coordination

Dear Mr. Schlatter:

The above-referenced PROJECT requires an Amendment. The work covered under this Amendment is in addition to the Scope of Services stated in the original CONTRACT between the CLIENT (City of Ukiah) and the CONSULTANT (Mead & Hunt, Inc.) dated 2/13/2019.

The CLIENT agrees that the CONSULTANT shall provide additional professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

Reason for Amendment

The original CONTRACT reflected a streamlined PROJECT effort with a 12-month schedule, \$130,000 budget (including \$5,000 contingency), six site visits, and six hours for conference calls. Additional effort by the CONSULTANT has been required to address strong divergent viewpoints of the Technical Advisory Group established for this PROJECT. This Amendment documents the Additional Tasks Completed (Not in Original Scope), Additional Tasks Pending (Not in Original Scope), and Tasks Pending (In Original Scope). This Amendment reflects a PROJECT budget increase of \$30,000 and extension of the PROJECT schedule of up to six months.

Background

A Technical Advisory Group (TAG) was composed with membership from the City of Ukiah, County of Mendocino, and Mendocino County Airport Land Use Commission (ALUC). The purpose of the TAG was to provide input to airport land use compatibility policies and feedback on project deliverables. From the beginning, members of the TAG had strong divergent viewpoints on the formulation of the draft compatibility zone boundaries and policies. This circumstance has required an expanded effort by the CONSULTANT, beyond the work included in the original Scope of Services, to analyze each disputed topic, describe advantages and disadvantages, and provide options for potential resolution. These areas of disagreement, which have required additional effort by the CONSULTANT, also necessitate extension of the PROJECT schedule and increase in the PROJECT Budget.

The purpose of this Amendment is three-fold, as follows:

1. To document the additional work effort completed to date to address opposing comments of TAG. This Amendment acknowledges that the existing PROJECT task budgets were reallocated to cover this additional work that was not included in the original Scope of Services but has since been completed. See “Additional Tasks Completed (Not in Original Scope)” below.
2. To document the tasks remaining to complete the PROJECT. Most of these tasks are those included in the original Scope of Services but have yet to be completed. Since the existing PROJECT Budget was reallocated to other additional tasks specified under Item 1 above, additional budget is required to complete pending tasks. See “Additional Tasks Pending (Not in Original Scope)” and “Tasks Pending (In Original Scope)” below.
3. To document the additional budget needed to complete the PROJECT. The Amended Budget considers the additional work completed, additional work pending, original work pending, and the reallocation of existing Project Task Budgets. This Amendment reflects a budget increase of \$30,000.

Amended Scope of Services

The Scope of Services for the PROJECT is amended as follows:

Additional Tasks Completed (Not in Original Scope)

1. Expanded coordination effort to work through project elements with the City, County, and TAG.
2. Modeling noise contours for CalFire Peak Day activity to reflect seasonal variations in UKI operations.
3. Research related to the factors involved in setting the existing and future Runway 15 end and landing threshold.
4. Analysis related to the possible establishment of a “blended” Runway Protection Zone (RPZ) at the north end of the airport.
5. Analysis related to the advantages and disadvantages of maintaining the parcel-based composite compatibility zones or using the safety zones from the California Airport Land Use Planning Handbook (Handbook).
6. Analysis related to adjusting the draft compatibility zones south of UKI in recognition of the high terrain to the west which affects the southerly traffic pattern.
7. Analysis related to the possible establishment of an “Urban Overlay Zone” in recognition of existing land use patterns.
8. Expanded effort to prepare the administrative drafts of the ALUCP for City, County, and TAG review.

Additional Tasks Pending (Not in Original Scope)

1. Project management for up to six additional months.
2. TAG#4 conference call to obtain feedback on the Administrative Draft ALUCP.

Original Tasks Pending (In Original Scope)

1. Preparation of the Public Draft ALUCP based on TAG comments. Assumes no major change to the intent of the draft policies.
2. Completion of the draft CEQA document.
3. Participation in Joint City/County Planning Commission meeting.
4. Participation in Joint City/County Elected Officials meeting.
5. Preparation of responses to public comments and addendum to draft ALUCP.
6. Participation in ALUC adoption hearing.
7. Preparation of Final ALUCP.

Amended Schedule

CONSULTANT proposes the following revised date to complete the work for this PROJECT:

- Approximate end date: 7/31/2020 (increase of up to 6 months to the original contract schedule).

Schedule dependent upon coordination between the City and County for meeting scheduling.

PROJECT MILESTONES	ORIGINAL (2019)	REVISED (2019/2020)
Tasks Completed		
Notice to Proceed	February 2019	2/25/19
ALUC Meeting #1 Kickoff	April 2019	April 2019
TAG Call #1 Background Paper	May 2019	June 2019
TAG Call #2 Policy Paper	June 2019	July 2019
TAG Call #3 Compatibility Zones/Criteria (Additional)	NA	October 2019
ALUC Meeting #2 ALUCP Update	July 2019	November 2019
Draft ALUCP (City Review)	August 2019	December 2019
Draft ALUCP (County Review - Additional)	NA	January 2020
Draft ALUCP (TAG Review - Additional)	NA	February 2020
Tasks Pending		
TAG Call #4 Draft ALUCP (Additional)	NA	February 2020
Draft ALUCP and CEQA (Public Review)	October 2019	March 2020
ALUC Meeting #3 Draft ALUCP/CEQA Circulation	October 2019	NA
City/County Meeting #1 Planning Commission	November 2019	April 2020
City/County Meeting #2 Elected Officials	November 2019	April 2020
ALUC Meeting #4 ALUCP Adoption	December 2019	May 2020
Final ALUCP	December 2019	June 2020

Amended Compensation

Form of compensation for work under this Amendment will be in accordance with the *Terms and Conditions* of the existing CONTRACT. The City of Ukiah will pay Mead & Hunt an increase of **Thirty Thousand Dollars (\$30,000)** for the work performed under this Amendment. This Amendment results in a revised total contract amount of One Hundred Sixty Thousand Dollars (\$160,000) for the PROJECT. A budget breakdown is included as Attachment 1 to this Amendment.

Amended Responsibilities of (City of Ukiah)

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on City of Ukiah performing or providing the following:

- Public circulation and State Clearinghouse submittal of the Draft ALUCP and associated CEQA document.
- Continued coordination with County regarding meeting schedules.

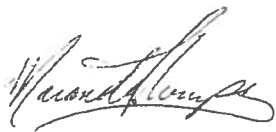
Mr. Schlatter
2/18/2020
Page 5

Authorization for Amendment

The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of fourteen (14) days from date of submission. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of City of Ukiah and Mead & Hunt, Inc. shall amend the existing Agreement (original CONTRACT and all previous amendments, if applicable) between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the *Terms and Conditions* of the original CONTRACT and amendment(s), if applicable. If a signed copy of this Authorization is not received by Mead & Hunt, Inc. within fourteen (14) days from the date of issuance, Mead & Hunt, Inc. may stop work on the above services.

Respectfully submitted by,
MEAD & HUNT, Inc.



Maranda Thompson
Project Manager

Attachments:

- 1 – Amended Budget Cost Breakdown
- 2 - Mead & Hunt, Inc. 2020 Billing Rate Schedule

**Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP)
Amendment No. 1 Budget**

2/18/2020

WORK PLAN	Original Budget	Amendment No. 1 Budget	TOTAL	Summary of Additional Tasks (as detailed above)
Element 1: Project Management, Coordination, and Meetings	\$ 29,810	\$ 7,000	\$ 36,810	6-month project extension (1 hour/month) TAG#4 conference call (2-hour call plus 2 hours preparation) Joint PC meeting (2-hour meeting, 2 hours for travel, 2 hours preparation, 1 staff person, plus expenses) Joint Electeds meeting (same as PC meeting) ALUC meeting (same as PC meeting)
Element 2: Data Collection and Compilation	\$ 24,674	\$ 2,400	\$ 27,074	CalFire Peak Day noise contours and related data compilation
Element 3: Draft ALUCP Preparation	\$ 35,320	\$ 8,600	\$ 43,920	Second administrative draft (County Review) Third administrative draft (TAG Review) Fourth administrative draft (Public Review)
Element 4: Environmental Documentation	\$ 17,266	\$ -	\$ 17,266	None
Element 5: Review and Adoption	\$ 17,930	\$ 12,000	\$ 29,930	Response to public comments Addendum to draft ALUCP Final ALUCP
Element 6: Additional Services	\$ 5,000	\$ -	\$ 5,000	None
TOTAL	\$ 130,000	\$ 30,000	\$ 160,000	

MEAD & HUNT, Inc.
California Standard Billing Rate Schedule
Effective January 1, 2020

Standard Billing Rates

Clerical	\$82.00 / hour
Technical Editor	\$115.00 / hour
Senior Editor	\$168.00 / hour
Registered Land Surveyor	\$130.00 / hour
Accounting, Administrative Assistant	\$109.00 / hour
Technician I, Technical Writer	\$101.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$125.00 / hour
Technician IV	\$144.00 / hour
Senior Technician	\$174.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer, Planner I	\$131.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer, Planner II	\$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer, Planner III	\$151.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$178.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$205.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$241.00 / hour
Senior Associate, Principal, Senior Client/Project Manager	\$324.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$ IRS rate / mile*
* the current IRS rate as of Jan. 2020 is: 57.5 cents per mile	
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2020, and will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

CITY OF UKIAH
AMENDMENT 3
TO
PROFESSIONAL SERVICES
CONTRACT #1819164 – PREPARATION OF STAND-ALONE
AIRPORT LAND USE COMPATIBILITY PLAN

This Amendment No. 3, entered on September 29, 2020, revises the Agreement for Professional services dated February 13, 2019 between the City of Ukiah and Mead & Hunt to prepare a stand-alone Airport Land Use Compatibility Plan.

This Amendment No. 3:

- 1) Extends the deadline for the completion of the work to December 31, 2020.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

MEAD & HUNT

BY: *Mitchell Hooper*
MITCHELL R. HOOPER

DATE: October 5, 2020

CITY OF UKIAH

BY: *Sage Sangiacomo*
SAGE SANGIACOMO, CITY MANAGER

DATE: Oct 21, 2020

ATTEST

BY: *Kristine Lawler*
KRISTINE LAWLER, CITY CLERK

DATE: Oct 21, 2020



Contract Amendment No. 4

December 8, 2020

Craig Schlatter
 Director of Community Development
 City of Ukiah
 300 Seminary Ave.
 Ukiah, CA 95482

Project Name: Ukiah Municipal Airport Land Use
 Compatibility Plan (ALUCP)

Project Location: Ukiah Municipal Airport (UKI)

Project number: 2112200-190459.01

Mead & Hunt Manager: Maranda Thompson

Subject: Amendment No. 4 - Expanded Technical Justification for Cal-Fire C-130 Operations and Local Coordination

Dear Mr. Schlatter:

The above-referenced PROJECT requires an Amendment. The work covered under this Amendment is in addition to the Scope of Services stated in the original CONTRACT between the CLIENT (City of Ukiah) and CONSULTANT (Mead & Hunt, Inc.) dated 2/13/2019.

The CLIENT agrees that CONSULTANT shall provide additional professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

Reason for Amendment

At its meeting on November 19, 2020, the Mendocino County Airport Land Use Commission (ALUC) directed ALUC staff and CONSULTANT to update the draft Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP) to reflect an ultimate runway length of 5,000 feet to accommodate future operations by CalFire's Lockheed C-130 aircraft. Based on CONSULTANT's preliminary assessment, this change will require an expansion of Compatibility Zone 1 at each runway end. This AMENDMENT reflects the additional work required to update the draft ALUCP and assess the environmental impacts associated with the expanded compatibility zone.

In preparation for the November 19 ALUC meeting, CONSULTANT conducted a preliminary feasibility assessment of modifying the draft ALUCP to consider future C-130 aircraft operations. Both the assessment and the November 19 ALUC meeting were not in the original PROJECT scope but were charged against the existing PROJECT budget.

Therefore, the purpose of this Amendment is as follows:

1. To document the additional work effort completed to date to assess the feasibility of accommodating C-130 aircraft operations and present options to the ALUC at the November 19 meeting. This Amendment acknowledges that the existing PROJECT task budgets were reallocated to cover this additional work that was not included in the original Scope of Services but has since been completed. See “Additional Tasks Completed (Not in Original Scope)” below.
2. To document the tasks remaining to complete the PROJECT. Most of these tasks are those included in the original Scope of Services but have yet to be completed. Since the existing PROJECT Budget was reallocated to other additional tasks specified under Item 1 above, additional budget is required to complete pending tasks. See “Additional Tasks Pending (Not in Original Scope)” and “Tasks Pending (In Original Scope)” below.
3. To document the additional budget needed to complete the PROJECT. The Amended Budget considers the additional work completed, additional work pending, original work pending, and the reallocation of existing Project Task Budgets. This Amendment reflects a budget increase of \$12,000, which includes a budget of \$9,800 for the defined tasks covered by this Amendment and an additional \$2,200 for contingency tasks that may be required if the ALUC determines that recirculation of the environmental document is needed.

Amended Scope of Services

The Scope of Services for the PROJECT is amended as follows:

Additional Tasks Completed (Not in Original Scope)

1. Research related to the factors involved in extending the runway to an ultimate length of 5,000 feet to accommodate C-130 aircraft operations.
2. Assessment and justification related to the possible establishment of a new Compatibility Zone 1* at the north and south ends of the airport to protect for an ultimate 5,000-foot long runway.
3. Analysis related to the advantages and disadvantages of establishing a new Compatibility Zone 1* based on the following options:
 1. Zone A* from the 1996 ACLUP;
 2. Avigation easement areas shown on the 2019 FAA-approved Airport Layout Plan (ALP); and
 3. Shifting the future RPZs to reflect an ultimate 5,000-foot long runway.
4. Preparation of letter report to CLIENT documenting the analysis described above.
5. Expansion of coordination effort to work through project elements with the City, County, and County's airport consultant.
6. Preparation for and attendance at the November 19 ALUC meeting (virtual).

Additional Tasks Still Pending (Not in Original Scope)

1. Project management for up to three additional months (December through February).
2. Focused environmental evaluation of parcels underlying the proposed Compatibility Zone 1* at the north and south ends of the airport. Revision of the California Environmental Quality Act (CEQA) Initial Study and Negative Declaration are excluded from this task. However, assistance with the CEQA recirculation effort can be accommodated under the contingency budget.

Original Tasks Pending (In Original Scope)

1. Participation in Joint City/County Elected Officials meeting (virtual).
2. Preparation of addendum to draft ALUCP.
3. Participation in ALUC adoption hearing (virtual).
4. Preparation of Final ALUCP.

Amended Schedule

CONSULTANT proposes the following revised date to complete the work for this PROJECT:

- Approximate end date: 2/28/2021
- Reflects an increase of up to 2 months from the expiration date of December 31, 2020, provided under Amendment No. 3 and 12 months from the original contract schedule.

Schedule dependent upon coordination between the City and County for meeting scheduling.

Amended Compensation

The form of compensation for work under this Amendment will be in accordance with the *Terms and Conditions* of the existing CONTRACT. The CLIENT will pay CONSULTANT an increase of **Twelve Thousand Dollars (\$12,000)** for the work performed under this Amendment. This budget increase includes a budget of \$9,800 for the defined tasks covered by this Amendment and a contingency budget of \$2,200 for support services related to recirculation of the environmental document, if deemed necessary by the ALUC. This Amendment results in a revised total contract amount of One Hundred Seventy-Two Thousand Dollars (\$172,000) for the PROJECT. A budget breakdown is included below.

Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP)					
Amendment No. 3 Budget					
12/8/2020					
WORK PLAN	Original Budget	Amendment No. 1 Budget	Amendment No. 3 Budget	TOTAL	Summary of Additional Tasks
Element 1: Project Management, Coordination, and Meetings	\$ 29,810	\$ 7,000	\$ 1,200	\$ 38,010	Covers project administration for 3 additional months (Dec-Feb).
Element 2: Data Collection and Compilation	\$ 24,674	\$ 2,400	\$ -	\$ 27,074	No change
Element 3: Draft ALUCP Preparation	\$ 35,320	\$ 8,600	\$ 3,200	\$ 47,120	Addendum reflecting the following revisions: Add a special exception policy for the Cal-Fire RPZ Revise policy tables to include Zone 1* (Tables 3A and 3B) Modify Map 3A, Compatibility Policy Map Add Cal-Fire RPZ discussion to background chapter and update Exhibit 4-1, Airport Features Summary Update all background maps to reflect Zone 1* (6 maps)
Element 4: Environmental Documentation	\$ 17,266	\$ -	\$ 1,800	\$ 19,066	Evaluate environmental impact to properties underlying Zone 1* Letter report with table and map
Element 5: Review and Adoption	\$ 17,930	\$ 12,000	\$ 3,600	\$ 33,530	Preparation for and attendance at two virtual project meetings (e.g., Joint County/City and ALUC adoption) Final ALUCP and project close out
Element 6: Additional Services	\$ 5,000		\$ 2,200	\$ 7,200	Assistance related to recirculation of CEQA document, if deemed necessary by ALUC. Tasks may include Negative Declaration revisions and preparing public notices.
TOTAL	\$ 130,000	\$ 30,000	\$ 12,000	\$ 172,000	
* Amendments No. 2 and 3 were time-only extensions.					

Amended Responsibilities of CLIENT

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on CLIENT performing or providing the following:

- Continued coordination with County and ALUC regarding meeting schedules.

Authorization for Amendment

The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of fourteen (14) days from date of submission. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by CONSULTANT.

Signatures of authorized representatives of CLIENT and CONSULTANT shall amend the existing Agreement (original CONTRACT and all previous amendments, if applicable) between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the *Terms and Conditions* of the original CONTRACT and amendment(s), if applicable. If a signed copy of this Authorization is not received by CONSULTANT within fourteen (14) days from the date of issuance, CONSULTANT may stop work on the above services.

Respectfully submitted by,
MEAD & HUNT, Inc.



Maranda Thompson
Project Manager

Accepted by: CITY OF UKIAH

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Mitchell Hooper

Name: _____

Name: Mitchell R. Hooper

Title: _____

Title: Vice President

*The above person is authorized to sign for
Client and bind the Client to the terms hereof.*

*The above person is an authorized signer for
Mead & Hunt, Inc.*

Date: _____

Date

December 8 2020



AGENDA SUMMARY REPORT

SUBJECT: Report to Council for the Deep Ripping (Scarification) of Pond Number 3 at the Wastewater Treatment Plant to Mendocino Construction Services, Inc. in the amount of \$12,500.

DEPARTMENT: Water Resources **PREPARED BY:** Jarod Thiele, Public Works Management Analyst
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Bid- Mendocino Construction Services Pond Scarification

Summary: Council will receive a report for the deep ripping (scarification) of Pond #3 at the Wastewater Treatment Plant to Mendocino Construction Services, Inc. in the amount of \$12,500 for the Wastewater Treatment Plant.

Background: The Wastewater Treatment Plant (WWTP) has three percolation ponds that receive secondary treated effluent from the treatment process. The effluent is stored in these ponds and percolates into the ground.

These percolation ponds require periodic maintenance to ensure they will continue to percolate as part of the City's National Pollutant Discharge Elimination System (NPDES) Permit requirements.

Discussion: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council for the expenditure.

Staff released a Request for Bid on November 23, 2020, to sixty contractors from the City's qualified bidders list, twelve Northern California builders exchanges, and posted to the City's website.

Bids were opened on December 8, 2020, with one bidder responding. A copy of the bid from Mendocino Construction, who was awarded the job, is included as Attachment 1.

Funds are budgeted and available in Wastewater Treatment Plant Operating Fund 84027225.52100.

Recommended Action: Receive report for the Scarification of Percolation Pond #3 at the Wastewater Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

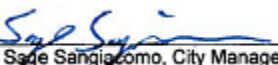
CURRENT BUDGET AMOUNT: 84027225.52100- \$337,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Wastewater Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 46964

COORDINATED WITH: Mary Williamson, Buyer II; Alan Hodge, Wastewater Treatment Plant Supervisor

Approved: 
Sage Sangiacomo, City Manager

**REQUEST FOR BID**

1320 AIRPORT ROAD
UKIAH, CALIFORNIA 95482
P: (707) 467-5777,

Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by: Mendocino Construction Services, Inc
(Company Name & Address) PO Box 1517
Willits, CA 95490

DATE: 11/23/2020

REQ. NO. E38375

BIDS WILL BE RECEIVED UNTIL
1:30 p.m., December 8, 2020

AT THE OFFICE OF THE BUYER II

411 WEST CLAY ST., CITY OF UKIAH

BY: Mary Williamson

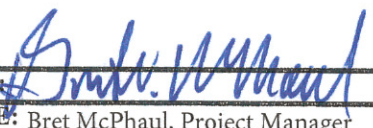
Email: mwilliamson@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Lump Sum	All labor, materials and equipment including any incidentals for the deep ripping - and cross ripping - of Percolation Pond #3 at the Wastewater Treatment Plant as per details from Specification #E38375.	\$12,500.00	\$12,500.00

Payment Terms: N30

SIGNATURE: 	DATE: December 8, 2020	LEAD TIME ARO : 20
PRINT NAME: Bret McPhaul, Project Manager	PHONE: (707)459-2377	EMAIL: bret@mcsnai.com

TERMS:

1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. IN CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the resulting purchase order issued by the City, the executed Short Form Construction Contract, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

The undersigned declares they are familiar with the items specified and have carefully read the RFB specification/requirements, checked all of the figures stated on the specifications and accepts full responsibility for any error or omission in the preparation of this bid.

This bid is submitted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Bidder Mendocino Construction Services, Inc

Address of Bidder 500 Copley Lane - PO Box 1517 Willits, CA 95490

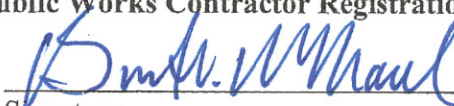
Tax ID# 94-2891824

Phone Number (707)459-2377

Fax Number (707)459-0644

California State Contractor's License #: 443396 Expiration Date: 07/31/2021

DIR Public Works Contractor Registration #: 1000010252

By:  Date December 8, 2020
Signature

Print or Type Name: Bret McPhaul, Project Manager

Title

WORK PERFORMANCE DATAHISTORY AND CAPABILITY: Provide the name, locations and a narrative statement on the work performed.WORK PERFORMED

- | | |
|---|----------------------------|
| 1. COMPANY NAME: <u>City of Ukiah</u> | <u>E40190</u> |
| CONTACT: <u>Mary Williamson</u> | <u>Percolation Pond #2</u> |
| ADDRESS: <u>411 W Clay Street Ukiah, CA 95482</u> | <u>\$9,995.00</u> |
| PHONE: <u>(707)467-5777</u> | |
| | |
| 2. COMPANY NAME: <u>City of Ukiah</u> | <u>E38363</u> |
| CONTACT <u>Mary Williamson</u> | <u>Percolation Pond #1</u> |
| ADDRESS <u>411 W Clay Street Ukiah, CA 95482</u> | <u>\$11,775.00</u> |
| PHONE: <u>(707)467-5777</u> | |
| | |
| 3. COMPANY NAME: _____ | _____ |
| CONTACT: _____ | _____ |
| ADDRESS _____ | _____ |
| PHONE: _____ | _____ |
| | |
| 4. COMPANY NAME: _____ | _____ |
| CONTACT: _____ | _____ |
| ADDRESS: _____ | _____ |
| PHONE: _____ | _____ |
| | |
| 5. COMPANY NAME: _____ | _____ |
| CONTACT: _____ | _____ |
| ADDRESS: _____ | _____ |
| PHONE: _____ | _____ |



MENDOCINO CONSTRUCTION SERVICES, INC.
P.O. Box 1517, Willits, California 95490
Con. Lic. #443396 (707) 459-2377

Completed Projects 2019

Project: 170079 Storm Damage Repair Mountain View Road	Completed: 11/2019	Final Contract: \$597,909.
Owner: County of Mendocino Department of Transportation 340 Lake Mendocino Dr Ukiah, CA 95482 PM: Chris Gialdini		
Project: 01-OH1004 HUM-101 PM 0.0 / 13.0	Completed: 10/2019	Final Contract: \$3,586,930.
Owner: California Department of Transportation 703 B Street Marysville, CA 95901 RE: Joaquin Rodriguez		
Project: 180024 Storm Damage Repair Peachland Road	Completed: 08/2019	Final Contract: \$185,849.
Owner: County of Mendocino Department of Transportation 340 Lake Mendocino Dr Ukiah, CA 95482 PM: Chris Gialdini		
Project: 01-OJ6204 MEN-001 PM 104.4	Completed: 08/2019	Final Contract: \$1,343,463.
Owner: California Department of Transportation 703 B Street Marysville, CA 95901 RE: Joaquin Rodriguez		
Project: 01-OB5104 MEN-101 PM 93.2	Completed: 08/2018	Final Contract: \$1,385,473.
Owner: California Department of Transportation 703 B Street Marysville, CA 95901 RE: Joaquin Rodriguez		

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each subcontractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with Bid)

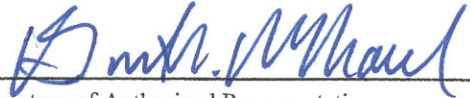
PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

SPEC #E38375, Percolation Pond #3 Scarification

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Mendocino Construction Services, Inc

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Bret McPhaul, Project Manager

Please Print (Name & Title of Authorized Representative)

December 8, 2020

Date

(707)459-2377

Phone Number



AGENDA SUMMARY REPORT

SUBJECT: Approve Budget Amendment in the Amount of \$295,673.74 for the Runway 15-33 Pavement Rehabilitation Project.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager

PRESENTER: _____

ATTACHMENTS:

None

Summary: Approve Budget Amendment in the Amount of \$295,673.74 for the Runway 15-33 Pavement Rehabilitation Project.

Background: The project was awarded to Granite Construction Company on Wednesday, July 17, 2019, in the amount of \$3,425,623.95. The project included all labor and materials for the rehabilitation of the 75-foot center section of runway 15-33 and rehabilitation of the remaining pavement edges. The construction of new taxiway connector A2 also was performed to comply with FAA standards; this construction also included the demolition of Taxiways B.

Discussion: At the last Council Meeting December 2, 2020, Council approved the the Notice of Completion for the Runway 15-33 Pavement Rehabilitation Project. Staff is requesting approval of a budget amendment in the amount of \$295,673.74.

The original awarded unit price contract amount, based on estimated quantities, was \$3,425,623.95, with actual quantities resulting in a final contract amount of \$3,721,297.69. This is within the 10% of the original contract amount and will be 90% reimbursable by the FAA. A budget amendment is also requested, representing the FAA's 90% match for the additional amount.

Recommended Action: Approve Budget Amendment in the Amount of \$295,673.74 for the Runway 15-33 Pavement Rehabilitation Project.

BUDGET AMENDMENT REQUIRED: Yes

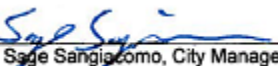
CURRENT BUDGET AMOUNT: 77825200.43299.13044: \$0, 77825200.80230.13044: \$0

PROPOSED BUDGET AMOUNT: 77800000.43299.13044: -\$266,106.37; 77825200.8023.13044: \$295,673.74

FINANCING SOURCE: FAA Grant/Airport Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approval of Amendment No. 2 with Rau & Associates in the Amount of \$17,073 for Professional Surveying Services for City-Owned Property on Norgard Lane.

DEPARTMENT: Water Resources **PREPARED BY:** Jarod Thiele, Public Works Management Analyst

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Rau Contract 1718-202
2. Norgard Survey - Letter Proposal 10292020

Summary: Council will consider approval of Amendment No. 2 with Rau & Associates in the amount of \$17,073 for professional surveying services for City-owned property on Norgard Lane.

Background: In March, 2018, Council authorized the purchase of 45.1 acres of property located at 250 and 341 Norgard Lane for the Water Resources Department. This property was purchased in support of any event that it would be needed in the future for Department Operations.

The City contracted with Rau & Associates (Rau) to perform survey work in order for Norgard Properties to retain two parcels, portions of other parcels, and assist the City in a Boundary Line Adjustment for these parcels. This work was completed prior to the closing of escrow and filed with the County. Their original scope of work and Amendment No. 1 is included as Attachment 1.

Discussion: Once the property transaction occurred and the County transferred existing parcels and assigned new parcel numbers resulting from the Boundary Line adjustment, it became evident that that additional survey work was required to clarify parcel boundaries.

Staff requested a proposal from Rau (Attachment 2) and is requesting approval of Amendment No. 2 with Rau in the amount of \$17,073 for this work. Staff will be executing an internal budget transfer for existing funds available in 82027111.52100 (contractual services) to 82027111.80210 (land acquisition) to cover for the additional cost.

Recommended Action: Approve Amendment No. 2 with Rau & Associates in the amount of \$17,073 for professional surveying services for city-owned property on Norgard Lane.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 82027111.80210: \$17,073

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Water Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 1718-202

COORDINATED WITH: Sean White, Water Resources Director; Tim Eriksen, Director of Public Works/City Engineer

Approved: 
Sage Sangiacomo, City Manager

COU No. 1718-202

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 21st day of MARCH, 2018 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Rau & Associates, a Corporation organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to the Survey of Boundary Lines for Two Separate Future Parcels on Norgard Lane; Write Legal Descriptions; Monument Parcels as Required and Prepare a Record of Survey.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2 Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within 14 days from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$10,8763. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by

Consultant to perform the Scope of Work as set forth in the attached Attachment A, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from two years from completion.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful

misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or

COU No. _____

abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF PUBLIC WORKS
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

RAU & ASSOCIATES
ATTN: GEORGE RAU
100 N. PINE STREET
UKIAH, CALIFORNIA 95482

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: George C. Rau

4-12-2018
Date

PRINT NAME: GEORGE C. RAU

94-2619557
IRS IDN Number

CITY OF UKIAH

BY: [Signature]
SAGE SANGIACOMO
CITY MANAGER

6-8-18
Date

ATTEST

[Signature]
CITY CLERK

6-8-18
Date

CONTRACT _____

ATTACHMENT A

Mr. Tim Ericksen, Director and City Engineer
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

April 10, 2018

**PROPOSAL: SURVEY BOUNDARY LINES OF TWO SEPARATE FUTURE PARCELS
ON NORGARD LANE; WRITE LEGAL DESCRIPTIONS; MONUMENT
PARCELS AS REQUIRED AND PREPARE A RECORD OF SURVEY**

Dear Mr. Ericksen:

Rau and Associates, Inc. (RAU) is pleased to respond to the City of Ukiah's RFP for Surveying Services necessary for reserving two parcels with existing residences on the south side of Norgard Lane. Norgard Properties, Inc. intends to convey most of its land south of Norgard Lane to the City of Ukiah (City) to augment the land supporting the Waste Water Treatment Plant. Assessor's Parcel 184-080-27 includes several residences which will not serve the City of Ukiah's interest. Therefore they can be retained by Norgard Properties, Inc. as part of the transaction. The City and Norgard Properties, Inc. have reviewed the lands to be retained on the ground and have arrived at a mutually agreeable location for the boundaries.

RAU's proposal includes research to understand the underlying deeds, completing the field surveying, mapping and monumentation tasks for the designated boundaries of the subject properties, preparing legal descriptions for the two properties, and preparing a Record of Survey showing the properties and corner monuments set to designate their boundaries.

We have performed preliminary office research on the subject parcels. We will require a copy of the Preliminary Title Report to discover if there are any easement(s) of record. If there are easements of record, those will be plotted on the Record of Survey Map in areas adjacent to the properties.

We will prepare legal descriptions of the two parcels to be retained by Norgard Properties, Inc. as soon as possible. It is understood that these will be used to reserve properties to Norgard Properties, Inc. as the remainder is conveyed to the City.

We will set monuments to designate the four corners of the property to be retained on the westerly side of APN 184-080-11 (Erroll and Diane Stephens). We will likely set two monuments on the easterly side of APN 184-080-11 and nail a brass tag to two corner posts east of the existing residence which is to be retained.

The Record of Survey is intended to show the boundaries of the two parcels which are retained

and will be filed after the deeds are recorded so that the recording data for the reference documents can be made a part of the Record of Survey and thereby clarify title.

Deliverables:

Legal Descriptions and plats for Two Parcels to be Retained by Norgard Properties, Inc.
Record of Survey

CAD drawings in electronic format (Civil 3D) and 1 hard copy of the plats and Record of Survey Map.

Experience in the Area

We recently surveyed this area for the Recycled Water Piping Project and resolved the boundary of Norgard Lane. We intend to add to that body of work to complete the survey of the two parcels to be retained.

Our project team has a significant amount of experience in surveying and preparation of legal descriptions and Record of Survey Maps.

- George Rau, PE, the president of the firm, will serve as Principal in Charge, and Responsible Project Surveyor. He will direct the work of the surveyors to collect the necessary data.
- Javier Rau is our survey manager for boundary and topographic surveys and was our GPS specialist for the Recycled Water Piping Project, working closely with George Rau as the survey work progresses.
- Chris Rau is the other member of our survey team who was part of the team which produced the boundary and topographic mapping for the Recycled Water Piping Project.

Proposed Maximum Not-to-exceed Fee

We propose to perform the survey work and produce the deliverables for a fee not to exceed \$9,544 in direct labor fees. The cost of direct expenses are anticipated to be \$745 for equipment use and property corner monuments. The cost of County Fees for checking and recording a one-page Record of Survey is estimated to be \$584. The total not-to-exceed amount is \$10,873.

Proposed Schedule

It is anticipated that it will take us approximately 2 weeks to complete and submit the Legal Descriptions and Plat Maps for review by the City of Ukiah and Norgard Properties, Inc. after we have been authorized to proceed. We anticipate completing any required changes to the submitted documents within three working days of receipt of comments.

The Record of Survey Map will be prepared in approximately four weeks and submitted for checking after the deeds are recorded.

Schedule of Fees: Attached

Thank you for this opportunity to be of service.

Mr. Tim Ericksen, April 10, 2018

Page 3

This proposal presents a firm offer that shall remain valid for a period of at least 30 days from the date of its presentation. As president of the firm, George Rau is authorized to negotiate a contract and bind the firm to the terms of the contract.

We greatly appreciate this opportunity to be of service and look forward to working closely with your staff in completing this project.



Very truly yours,

George C. Rau
President
Registered Civil Engineer 21908
Expires 9-30-19



August 21, 2018

Mr. Tim Eriksen, Director of Public Works, City Engineer
City of Ukiah, Public Works Department
300 Seminary Avenue
Ukiah, CA 95482

Job Number R18019

**RE: AMENDMENT #1 TO AGREEMENT FOR SERVICES FOR SURVEYING PORTIONS OF THE
BOUNDARY OF PARCELS RETAINED BY NORGARD PROPERTIES, INC. ON NORGARD
LANE, UKIAH.**

Dear Mr. Eriksen:

Rau and Associates, Inc. (RAU) was authorized to provide some professional surveying services related to the property line between the City Water Treatment Plant Facilities at Plant Road and the property owned by Norgard Properties, Inc. The properties were retained by Norgard Properties, Inc. from a sale of Norgard Property south of Norgard Lane to the City of Ukiah. A short summary of the tasks to be performed included research existing deeds along Norgard Lane to establish property lines of the various owners, survey the location of two parcels to be retained by Norgard Properties as marked in the field, prepare legal descriptions for two parcels, set monuments at various property corners for two parcels, and prepare a Record of Survey of two parcels.

As work progressed, it became evident that there are actually three parcels which Norgard Properties should retain and that part of one of them has an overlapping land owner. The deeds were vague and in the form of a chain beginning back in the 1940's. The plot of APN 184-080-11 on the Assessor's Map does not coincide with the lines of occupation on the ground, which reportedly have existed for approximately 40 years. The difference in location on the Assessor's Map and the lines of occupation on the ground is approximately 55 to 60 feet. Consequently there was considerably more work to locate existing property lines and then develop the legal description of three parcels.

Additional Tasks Description:

Additional Research to Establish Deed Location of APN 184-080-11 (Stephens) and APN 184-080-27 (Norgard Properties, Inc.)

The property owned by Norgard Properties, Inc., identified as APN 184-080-27 is actually formed by a number of deeds with exceptions. This required obtaining several deeds going back to the early 1940's and piecing them together. The property owned by Stephens is described as being adjacent to one of the parcels which make up APN 184-080-27, again complicating the attempts to understand where it is located. In addition, some of the monuments from the Yokayo Rancho mentioned in the deeds have been lost over time, but their location had to be researched to be sure that they are not in evidence.

The additional cost of this research is estimated to be \$1,690, including reimbursable expenses for copies of deeds and maps of \$54.

Additional Field Surveying and Office Mapping to Establish Property Line Locations of APN 184-080-11 (Stephens)

The original scope of work for the project included the intent of some fence lines and three or more stakes along the southern boundary of two parcels desired to be retained by Norgard Properties, Inc. As legal descriptions were researched and references found to other parcels or to monuments, additional trips to the site to attempt to find other evidence became necessary. It then became necessary to plot new information and several deeds in the chain of title to try to distinguish the deeded location of APN 184-080-11 with the lines of occupation on the ground.

The scope of work to establish the boundary is increased since it was necessary to search search for additional evidence, locate it in the field, and expand the office mapping information.

The additional cost to perform the search for additional evidence, field surveys, and additional office mapping is estimated to cost \$2,260.

Additional Effort to Prepare Deeds for Three Parcels to Norgard Properties, Inc.

Initially, it was thought that there would be two parcels to describe. As the work progressed and the confusion grew about the location of APN 184-080-11, it became evident that describing three parcels would provide a cleaner title for all involved. Two of the parcels have definitive boundaries. These lie to the east and to the west of APN 184-080-11 and are separated far enough from the lines of occupation to not create any uncertainty as to their location.

The third parcel in the middle between the east and west parcels does have an overlap between the lines of occupation and the location shown on the Assessor's Map for APN 184-080-11. Therefore additional effort was required to prepare a third legal description and to prepare one legal description which excepted out APN 184-080-11.

The additional cost to prepare the third legal description and qualify one legal description to maintain the clear title of APN 184-080-11 is estimated to cost \$960.

Set Additional Monuments and Provide Additional Information on the Record of Survey

The original agreement anticipated setting four corner monuments around regularly shaped parcels. In order to monument the property lines as established by the more extensive research, between 13 and 17 monuments will be set. At some locations, existing fence posts will be tagged for monuments and their location noted on the Record of Survey.

The irregular shape to the parcels will require more work to complete a Record of Survey Map. As required by the State Map Act, it will also be necessary to monument the corners of occupation of APN 184-060-11 to show the discrepancy between lines of occupation and the Assessor's Map location. A significant amount of evidence, above what was originally contemplated to be necessary, must also be included on the map to show how the location of APN 184-080-11 varies from where it is located on the Assessor's Map. Additional mathematical closures must be submitted to the County Surveyor's Office with the map.

The additional cost to perform this task is estimated \$1,740 to set the additional monuments and \$1,570 to add more information to the Record of Survey Map, for a total of \$3,310.

The total amount for this additional work is estimated to cost \$8,220.

Schedule:

The additional work to set monuments and complete a Record of Survey is anticipated to be done within about 4 weeks. The Record of Survey Map will be turned in to the County Surveyor for checking and then corrected or information added as required. The additions/corrections are anticipated to take two or three days. Then the map will be returned for acceptance by the County Surveyor and recording by the County Recorder.

Very truly yours,



George C. Rau
George C. Rau, P.E.
Registered Civil Engineer 21908
Expires 9-30-2019

October 29, 2020

Mr. Tim Eriksen, City Engineer
Mr. Jarod Thiele, Public Works Management Analyst
300 Seminary Avenue
Ukiah, CA 95482

Job Number 20001

RE: PROVIDE MONUMENTS AT CITY BOUNDARY WITH NORGARD LANE AND ADJOINING PARCELS; PREPARE AND FILE RECORD OF SURVEY MAP

Gentlemen:

This is a proposal to provide surveying services in connection with land acquired by the City of Ukiah along the south side of Norgard Lane.

STATEMENT OF PROJECT CONDITIONS AND REQUIREMENTS

In 2018, Rau and Associates, Inc. (RAU) was authorized to provide some professional surveying services related to the establishment of a property line between the City Water Treatment Plant Facilities at Plant Road and the property owned by Norgard Properties, Inc. Some properties were to be retained by Norgard Properties, Inc. from a sale of a major portion of the Norgard Property south of Norgard Lane to the City of Ukiah. A short summary of the tasks to be performed included research existing deeds along Norgard Lane to establish property lines of the various owners adjoining property purchased by the City, survey the location of two parcels to be retained by Norgard Properties as marked in the field, prepare legal descriptions for two parcels, set monuments at various property corners for two parcels, and prepare a Record of Survey of two parcels.

As work progressed, it became evident that there are actually three parcels which Norgard Properties wanted to retain and that part of one of them has an overlapping land owner by occupation/encroachment. The deeds were vague and in the form of a chain of title beginning back in the 1940's. The plot of APN 184-080-11, owned by a third party, on the Assessor's Map does not coincide with the lines of occupation on the ground, which reportedly have existed for approximately 40 years. The difference in location on the Assessor's Map and the lines of occupation on the ground is approximately 55 to 60 feet. Consequently there was considerably more work to locate existing property lines and then develop the legal description of three parcels. Exhibit "B" from Instrument Number 2019-05505 where Norgard Properties, Inc. granted land to the City of Ukiah is attached for reference. It shows the overlap of the location of APN 184-080-11 as plotted by the Assessor on Parcel 1 vs the land fenced on the ground.

Because of the complexities that were not anticipated in the original agreement, and the time schedule for close of escrow, the work in 2019 was expedited and legal descriptions were written to exclude the land (wherever it may be) in APN 184-080-11 from the lands of Norgard and the City. The research of the string of deeds to establish senior and junior rights was not completed and the parcels were not monumented. A Record of Survey was not prepared and recorded.

Subsequently, as the purchase progressed, it was determined by Norgard Properties, Inc. that they did not want to retain the third parcel on the eastern end of Norgard Lane (Parcel 2 on Exhibit "B") and that parcel was deeded to the City.

Since the City acquired the property, there has been a fire and some major disturbance to the area adjacent to Norgard Lane and the properties in question. There were only two remaining monuments found along Norgard Lane in 2019 which establishes its location. With the added confusion caused by the overlap of deeds between APN 184-080-11 and adjoining property owned by Norgard Properties, Inc. and by the City of Ukiah, there remains unanswered questions and ambiguities about the location of various boundaries. It is prudent on behalf of the City to have the survey completed and the property corners monumented, then have a Record of Survey filed to perpetuate the evidence found and to document the lines of occupation.

Once this is done, there may be additional work required to clear title to the various parcels involved. This proposal does not include that type of work, but does have an allowance for allowing the Title Company to review the draft map and for us to attempt to answer questions which they may have.

This proposal includes tasks to review deeds and other evidence, to re-establish/confirm survey control points in the area, to confirm fence locations, to set monuments and to prepare and file a Record of Survey.

TASKS INCLUDED IN THIS PROPOSAL

• Research and Documentation for Record of Survey Map	\$ 3,220.00
• Preliminary Field Surveys	\$ 2,660.00
• Office Compilation of Evidence and Mapping Resolution	\$ 2,100.00
• Set Property Corner Monuments at 9 locations	\$ 2,380.00
• Prepare Record of Survey for review by County Surveyor's Office	\$ 5,460.00
• Corrections/Additions and Final Map for Filing	\$ 525.00
Total Labor Costs	\$16,345.00

Munselle Civil Engineering (MCE) will be a subconsultant to Rau and Associates, Inc. in completing this work. MCE will provide the field survey crew and CAD drafting required. The estimated cost of their services is \$8,820.00 and is included in the total labor costs.

George Rau will be the Professional of Record to review all supporting documents and to sign and seal the Record of Survey Map.

In addition, there will be some reimbursable costs and expenses, estimated as follows:

Property Corner Monuments and steel fence post markers	\$ 60
Record of Survey Map Check Fee - County Surveyor's Office	\$584
Recorder's Fee	\$ 84
Total Estimated Reimbursable Costs	\$728

Total Estimated Cost for this Agreement

\$17,073

SCHEDULE OF WORK

Research of existing conditions and documentation for Record of Survey will be initiated within 5 working days of receipt of a Notice to Proceed with the work. Preliminary Field Survey will be done within three weeks of receipt of a Notice to Proceed. Compilation of records and analysis of the boundaries is anticipated to take three weeks after preliminary field work is complete. After resolution of the boundaries, monuments will be set in the field and a Draft Record of Survey will be prepared in approximately 3 weeks. The map will be submitted to the County Surveyor's Office and to Redwood Empire Title Company for review and comment. That process is anticipated to take two to three weeks. Corrections and additions will be made to the draft Record of Survey within two weeks of receiving the comments. The map will be signed and submitted to the County Surveyor's Office for recording. The whole process is anticipated to take about 14 weeks, when the map will be submitted to the County Recorder for recording by the County Surveyor's Office. The County Recorder has two weeks by law to review and record the map.

DELIVERABLES

- 9 PROPERTY CORNERS – MONUMENTED WITH 3/4 INCH IRON PIPES OR NAILS AND BRASS TAGS IN EXISTING FENCE CORNERS
- RECORD OF SURVEY MAP

Thank you for this opportunity to be of service.

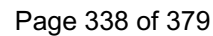


Very truly yours,

A handwritten signature in blue ink that reads "George C. Rau".

George C. Rau, P.E.
Registered Civil Engineer 21908
Expires 9-30-2021

Enclosure: Exhibit B to Instrument No.2019-05505





AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Authorizing the City Manager to Apply for and Execute California Department Transportation Funds and All Related Documents for the City of Ukiah to Use State and Federal Funding for Projects to Have a Safer Transportation System.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Caltrans PSA_LRSPL-5049(028)
2. California Department of Transportation Project Funding Resolution

Summary: The City Council will consider adopting a resolution to allow the City Manager to execute Federal and/or State funding through the California Department of Transportation for Public Works projects.

Background: The Local Roadway Safety Plan (LRSP) funding allocation request was approved by the California Department of Transportation on November 6, 2020, in the amount of \$72,000 of State funds for the Preliminary Engineering phase (Safety Analysis) of the project LRSPL-5049(028). The City of Ukiah, the City of Fort Bragg, the City of Willits, the City of Point Arena, County of Mendocino, the Mendocino County of Governments (MCOG), and a consultant are working together to prepare the LRSPs for the County local agencies.

The City of Ukiah uses State and Federal funding for projects to have a safer transportation system for all users, create greater awareness of road safety and risks, and reduce the number of severe and fatal crashes. Federal regulations require each State has a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. A Local Road Safety Plan (LRSP) can be a means for providing local and rural road owners with an opportunity to address unique highway safety needs in their jurisdictions while contributing to the success of the SHSP. An LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local roads. In the future HSIP Calls-for-Projects, an LRSP will be preferred or required for an agency to be eligible to apply for federal HSIP funds. The City of Ukiah has used these funds for projects such as the Downtown Streetscape.

Discussion: City staff has received an approved allocation request. In addition to the LRSP approved allocation, City Staff received a request for review of the assigned Program Supplement Agreement (PSA) for project LRSPL-5049(028) (Attachment 1), and a certified Resolution (Attachment 2) on November 18, 2020. The PSA was executed by the City Manager and City Engineer on December 7, 2020. The funds assigned to this project by the State will pay for the consultant's costs to MCOG.

Recommended Action: Adopt resolution authorizing the City Manager to apply for and execute California Department of Transportation funds and all related documents.

BUDGET AMENDMENT REQUIRED: \$0

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer

Approved:


Sage Sangiacomo, City Manager

PROGRAM SUPPLEMENT NO. V52
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00059S

Adv Project ID **Date:** November 10, 2020
0120000086 **Location:** 01-MEN-0-UKI
Project Number: LRSPL-5049(028)
E.A. Number:
Locode: 5049

This Program Supplement, effective 11/6/20, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00059S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 07/27/07 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: City of Ukiah

TYPE OF WORK: Local Roadway Safety Plan

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$80,000.00		\$72,000.00	\$8,000.00	\$0.00

CITY OF UKIAH

By

Title

Date

Attest

STATE OF CALIFORNIA

Department of Transportation

By

Chief, Office of Project Implementation
Division of Local Assistance

Date

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Risa Dore

Date

11/17/20

\$72,000.00

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be

SPECIAL COVENANTS OR REMARKS

limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY OF UKIAH AUTHORIZING CITY MANAGER TO APPLY FOR AND EXECUTE ALL CALIFORNIA DEPARTMENT OF TRANSPORTATION FUNDS AND ALL RELATED DOCUMENTS

WHEREAS, the City of Ukiah is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplement Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto the City Manager.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to execute all Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with California Department of Transportation.

PASSED AND ADOPTED this 16th day of December, 2020, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution Regarding Evaluation of Energy Storage for the City of Ukiah Electric Utility in Compliance with Public Utilities Code.

DEPARTMENT: Electric Utility **PREPARED BY:** Diann Lucchetti, Administrative Secretary

PRESENTER: Consent Calendar

ATTACHMENTS:

1. City of Ukiah Electric Utility Energy Storage Compliance Report
2. Resolution-Energy Storage

Summary: Council will consider adopting a Resolution regarding the evaluation of energy storage for the City of Ukiah Electric Utility.

Background: Assembly Bill 2514 (2010), amended by Assembly Bill 2227 (2012), was designed to encourage California to incorporate energy storage into the electricity grid, as codified in Public Utilities Code (PUC) Sections 2835-2839 and 9506.

The PUC required that, by 2012, each local publicly owned electric utility (POU) initiate a process to determine appropriate targets, if any, for the utility to procure viable and cost-effective energy storage systems and adopt said target, if determined appropriate, by 2014. On May 16, 2012, the City Council authorized the Electric Utility Director to initiate a process to determine Ukiah's obligation regarding energy storage systems. On October 15, 2014, the City Council adopted Resolution 2014-41 regarding the feasibility of energy storage and supporting staff's assessment that no cost-effective energy storage systems were viable for Ukiah at the time.

Each POU is then required to reevaluate its energy storage target determinations not less than every three years and report to the California Energy Commission (CEC), any applicable adopted targets and modifications to those targets as a result of the periodic evaluations. Each POU is also required to submit reports to the CEC demonstrating that it has complied with any previously adopted energy storage targets.

On December 6, 2017, the City Council adopted Resolution 2017-55 once again determining, based on an analysis completed in partnership with the Northern California Power Agency (NCPA), Southern California Public Power Authority (SCPPA), and a contracted energy consultant, that no cost-effective energy storage systems were viable at that time.

Discussion: Earlier this summer, NCPA, on behalf of several utilities including the City of Ukiah, contracted with the Smart Electric Power Alliance (SEPA) to re-evaluate the costs and benefits of energy storage systems. This report included information from technology assessments, market analyses, as well as costs and benefits for implementing energy storage systems. SEPA's analysis concluded that no foreseeable battery system cost reductions or retail rate increases would make energy storage systems economical for the City of Ukiah under current market conditions. As such, the City of Ukiah continues to maintain that energy storage is not a viable or cost-effective technology to invest in at this time based on market savings. The Electric Utility will continue to evaluate storage systems and renewables to reduce the City's carbon foot print and improve system resiliency.

Attachment 1: City of Ukiah Electric Utility Energy Storage Compliance Report

Attachment 2: Resolution

Recommended Action: Adopt a resolution regarding the evaluation of energy storage for the City of Ukiah Electric Utility.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Northern California Power Agency (NCPA)

Approved: 
Sage Sangiacomo, City Manager



December __, 2020

Mr. John Mathias
California Energy Commission
1516 Ninth Street, MS-20
Sacramento, CA 95814

CITY OF UKIAH ELECTRIC UTILITY ENERGY STORAGE COMPLIANCE REPORT PURSUANT TO AB 2514/AB2227

Pursuant to Assembly Bill (AB) 2514, as amended by AB 2227 and in accordance with applicable sections of the California Public Utilities code, the City of Ukiah Electric Utility hereby submits this letter to serve as the report due to the California Energy Commission by January 1, 2021 to demonstrate the City of Ukiah Electric Utility's compliance with energy storage procurement targets and policies.

In May 2012, the Ukiah City Council (Council) authorized the Electric Utility Director to initiate a process to determine Ukiah's obligation regarding energy storage systems. In October 2014, the Council adopted Resolution 2014-41 regarding the feasibility of energy storage and supporting staff's assessment that no cost-effective energy storage systems were viable for Ukiah at the time. In December 2017, the Council adopted Resolution 2017-55 once again determining, based on an analysis completed in partnership with the Norther California Power Agency (NCPA), Southern California Public Power Authority (SCPPA), and a contracted energy consultant, that no cost-effective energy storage systems were viable at the time.

NCPA, on behalf of several utilities including City of Ukiah, recently contracted with the Smart Electric Power Alliance (SEPA) to re-evaluate the costs and benefits of energy storage systems. SEPA's analysis concluded that no foreseeable battery costs reductions or retail rate increases would make energy storage systems economical for Ukiah under current market conditions. Therefore, on December 16, 2020, the Council adopted Resolution 2020-__ that concludes that no cost-effective energy storage technology is viable to invest in at this time for the City of Ukiah.

The City of Ukiah will continue to evaluate the feasibility of energy storage projects and technologies, and will consider procurement opportunities should they become cost-effective.

Should you have any questions or require additional information, please contact Mel Grandi, Electric Utility Director at (707) 463-6295.

Sincerely,

Mel Grandi
Electric Utility Director

RESOLUTION NO. _____**A RESOLUTION OF THE UKIAH CITY COUNCIL REGARDING EVALUATION OF ENERGY STORAGE FOR THE CITY OF UKIAH ELECTRIC UTILITY**

WHEREAS, pursuant to Assembly Bill 2514, as amended by Assembly Bill 227, each local publicly-owned electric utility (POU) must initiate a process to determine appropriate target, if any, for the utility to procure viable and cost-effective energy storage systems and adopt said targets, if determined appropriate, by 2014; and

WHEREAS, each POU is then required to reevaluate its energy storage target determinations not less than every three years and report to the California Energy Commission (CEC), any applicable adopted targets and modifications to those targets as a result of the periodic evaluations; and

WHEREAS, each POU is also required to submit reports to the CEC demonstrating that it has complied with any previously-adopted energy storage target; and

WHEREAS, on May 16, 2012, the City Council authorized the Electric Utility Director to initiate a process to determine Ukiah's obligation regarding energy storage systems; and

WHEREAS, October 15, 2014, the City Council adopted Resolution 2014-41 regarding the feasibility of energy storage and supporting staff's assessment that no cost-effective energy storage systems were viable for Ukiah at the time; and

WHEREAS, on December 6, 2017, the City Council adopted Resolution 2017-55 once again determining, based on an analysis completed in partnership with the Northern California Power Agency (NCPA), Southern California Public Power Authority (SCPPA), and a contracted energy consultant, that no cost-effective energy storage systems were viable at that time; and

WHEREAS, NCPA, on behalf of several utilities including City of Ukiah, recently contracted with the Smart Electric Power Alliance (SEPA) to re-evaluate the costs and benefits of energy storage systems; and

WHEREAS, SEPA's analysis concluded that no foreseeable battery costs reductions or retail rate increases would make energy storage systems economical for Ukiah under current market conditions; and

WHEREAS, the City of Ukiah continues to maintain that energy storage is not a viable or cost-effective technology to invest in at this time.

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council does hereby conclude that, by adoption of this resolution, no cost-effective energy storage technology is viable to invest in at this time for Ukiah.

PASSED AND ADOPTED this 16th day of December, 2020 by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Office of Emergency Services
Coordinator

PRESENTER: Tami Bartolomei, Office of Emergency
Management Coordinator

ATTACHMENTS:

None

Summary: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California in response to the COVID-19 pandemic.

The County of Mendocino declared a State of Emergency related to the COVID-19 on March 4, 2020.

On March 17, 2020, the City Manager, acting as the Director of Emergency Services, declared the existence of a local emergency.

On March 18, 2020, City Council approved a Resolution ratifying the proclamation declaring the existence of a local emergency.

Since the onset of the emergency, the City of Ukiah has worked to respond to the public health and safety needs of the community in cooperation with the County of Mendocino and other partners. The local response for public health is lead regionally by the County of Mendocino and the County's Public Health Officer. In addition, the City of Ukiah has worked to maintain the continuity of public services including public safety, water, sewer, electric, airport, public works, and other essential activities.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation and respond to emerging needs of the community. The City is in continued contact with local and state agencies, as well as community partners, hospitals, schools, and neighboring cities to ensure we have the most updated information pertaining to COVID-19 and are coordinating efforts.

Reports and/or information from the City of Ukiah's Emergency Operation Center (EOC) will include:

- * Emergency Operation Center (EOC) Status
- * COVID-19 Case Updates
- * Public Information Officer

- * Medical Services
- * School/Education
- * Public Safety (Police/Fire/EMS)
- * Shelter in Place Monitoring and Compliance
- * Community Service Groups
- * Homeless Response
- * Business Impacts/Services
- * Public Infrastructure/Construction Status
- * City Finance
- * Recovery Efforts and Planning
- * Other Related matters

Staff will provide a status report to City Council and will seek direction or action on operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Go to the City's website (www.cityofukiah.com) for direct access to information related to the Novel Coronavirus (COVID-19) emergency including local updates, City Services, Community/Resident Information, and Business Resources.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.

DEPARTMENT: Public Works **PREPARED BY:** Jarod Thiele, Public Works Management Analyst

PRESENTER: Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. Resolution 2020-63 Yosemite Drive Water Main Emergency Work

Summary: The City Council will review the status of the emergency award of contract to repair the Yosemite Drive Water Main, to comply with Public Contract Code Section 22050.

Background: At their regular meeting of November 4, 2020, the City Council voted to adopt a resolution finding that emergency conditions would not allow sufficient time to publicly bid the repair of the Yosemite Drive Water Main. Please refer to Attachment 1 for a copy of the resolution.

The City Council awarded a contract to Wipf Construction under Public Contract Code Section 22050 to repair the Yosemite Drive Water Main. That section allows such repairs without competitive bidding in an emergency, if the City Council on a 4/5 vote makes specified finding. However, please note, that staff solicited quotes from two additional companies before making the award recommendation.

The City Council voted at its December 2, 2020, meeting to determine that an emergency still existed.

Discussion: Under Public Contract Code 22050, Subsection (c)(1) the City Council is required to review the emergency action taken on November 4th at every regularly scheduled meeting thereafter until the action is terminated.

In reviewing the action, the City Council must determine whether the emergency conditions excusing competitive bidding continue for the repair of the Yosemite Drive Water Main. It must make that finding by a 4/5 vote.

Work began on this project the week of November 30, 2020, and continues to progress. Staff will provide Council with an update at this meeting.

Recommended Action: Determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works/City Engineer; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-63**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 THE EMERGENCY PROCUREMENT WITHOUT PUBLIC BIDDING OF CONSTRUCTION SERVICES TO REPAIR THE WATER MAIN ON YOSEMITE DRIVE****WHEREAS:**

1. During normal operation of the City of Ukiah's Water Distribution System, a portion of water main failed repeatedly on Yosemite Drive; and
2. Without the normal operation of this water main, the City is unable to provide necessary and immediate services to its residents which could lead to public health hazards; and
3. With damage caused to public property including streets, curb, gutter; and
4. With damage caused to private property including driveway aprons and driveways; and
5. The City Engineer estimates that it would take 120 days to develop plans and specifications to bid the construction work required to repair the water main and damaged public and private property, to advertise requests for bids, to award the bid and to commence construction and an additional 2-3 weeks to complete the work; and
6. Under Public Contract Code Section 22050(a)(1) in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
7. Under Public Contract Code Section 22050(a)(2) before the City Council takes such action, it must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the foregoing recitals and information, the City Council finds that an emergency condition exists that must be repaired to avoid public health hazards that could result, if the repair work was put out for competitive bids in compliance with the procedures required by the Uniform Construction Cost Accounting Act.
2. The City Council authorizes the procurement of construction services to repair the water main and damaged public and private property without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Wipf Construction to repair the backwash basins at the WTP on the amount of \$178,642.

4. Awarding a contract to repair the water main and damaged public and private property is categorically exempt from environmental review under the California Environmental Quality Act as a Class 2 categorical exemption, because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (14 CCR §15302.)
5. The emergency action taken by this resolution shall terminate upon the City Council's approval of a certificate of completion for the water main and public and private property repair work.

PASSED AND ADOPTED this 4th day of November, 2020, by the following roll call vote:

AYES: Councilmembers Mulheren, Brown, Scalmanini, Orozco, and Mayor Crane

NOES: None

ABSENT: None

ABSTAIN: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Update on Series 2020A and 2020B Bond Sale and Issuance.

DEPARTMENT: Finance **PREPARED BY:** Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. Ukiah - Pricing Results Summary Final

Summary: Staff will provide an update on the recent sale and pending issuance of taxable and tax exempt lease revenue bonds approved by Council on September 30, 2020.

Background: The City Council, on August 19, 2020, adopted Resolution No. 2020-46 (the "Resolution 2020-46") and the Authority Board adopted Resolution No. PFA-2020-02 (the Resolution No. PFA-2020-02," and together with Resolution 2020-46, the "Resolutions"), which among other things, authorized the issuance of (i) Lease Revenue Bonds, Series 2020A (Community Facilities Improvement Project), in the aggregate principal amount of not to exceed \$2,850,000 (the "2020A Bonds"), and (ii) Taxable Lease Revenue Bonds, Series 2020B (CalPERS Prepayment Project), in the aggregate principal amount not to exceed that required for the purpose of refinancing part or all of the City's UAL (the "2020B Bonds," and together with the 2020A Bonds, the "Bonds"). The City Council approved the subsequent preliminary official statement (POS) on September 30, 2020, and authorized staff to move forward with sale and issuance.

The City was successful in selling the taxable and tax-exempt lease revenue bonds in full and is preparing issuance of the Bonds on December 2, 2020.

Discussion: Staff's presentation to Council is found in Attachment 1.

Recommended Action: Council to receive update from staff on bond sale and issuance.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

City of Ukiah 2020 Lease Revenue Bonds

Facilities Acquisition / Improvements Funding & Pension Liability Restructuring

▶ PRIMARY GOALS ACHIEVED!

- ▶ Restructures pension liability at low interest rates and creates a more RESILIENT and PREDICTABLE repayment pattern to ensure City can absorb CalPERS poor performance without catastrophic service impacts to community
- ▶ Also, using low interest rates City buttressed its reserves and funded critical facilities' needs

▶ SUCCESSFUL TRANSACTION: over \$150M in orders for \$50M issuance

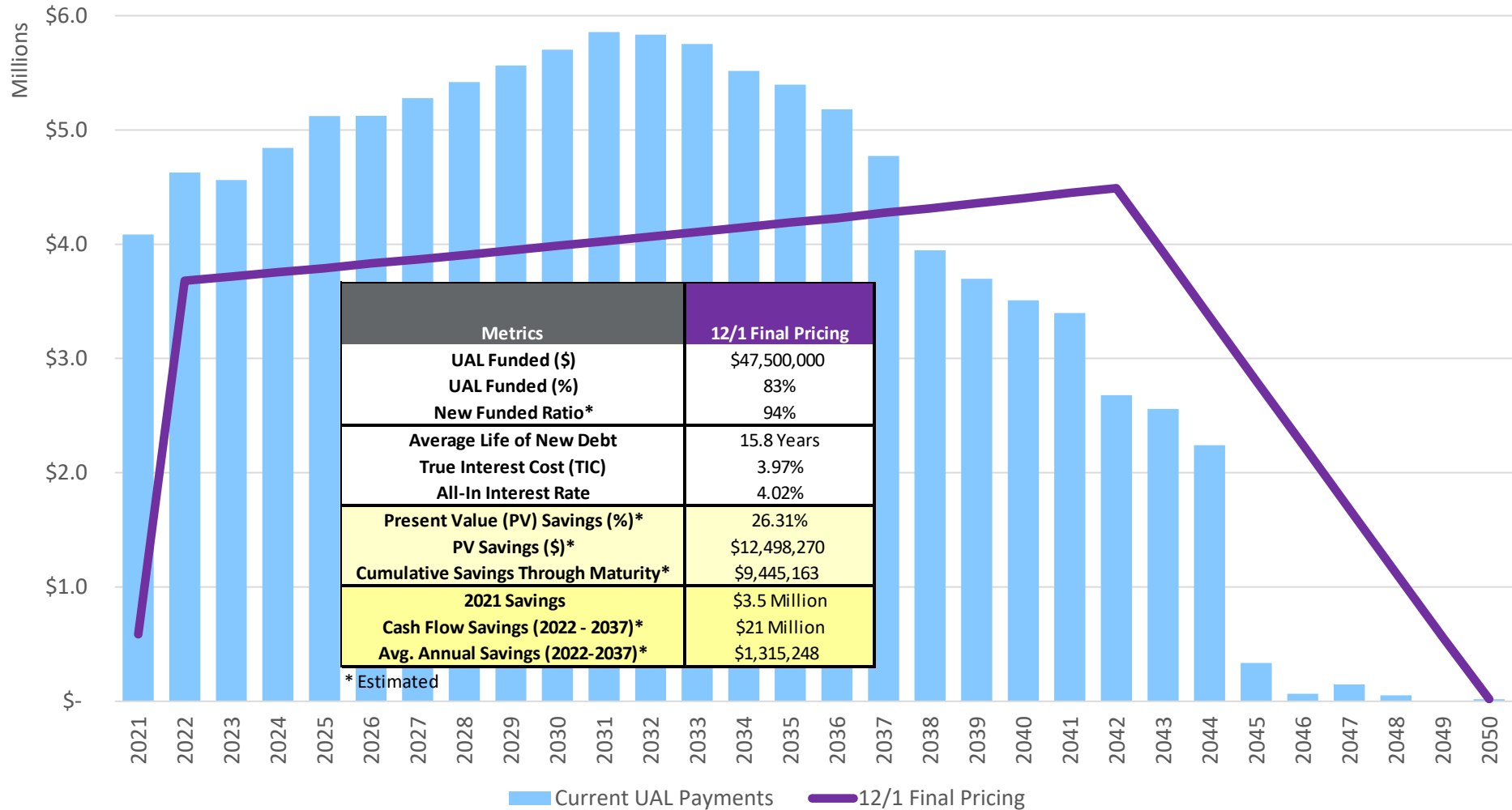
- ▶ Allowed underwriter to set aggressive interest rates in volatile market environment
- ▶ Testament to the City's strong credit rating of A+ & stable outlook from Standard & Poor's

▶ THE RESULTS IN NUMBERS

- ▶ Series A: 2.50% True Interest Cost on the \$2.5M Tax-Exempt Series (Facilities)
- ▶ Series B: 3.97% True Interest Cost on \$49.9M Taxable Series (Pension restructuring)
 - ▶ Savings - \$24.5 million estimated over next 15 years; Present Value of \$12.5M (26%)
 - ▶ Resilience – Enhanced ability of City and taxpayers to absorb future economic downturns
 - ▶ Increase pension funding ratios of both Safety and Miscellaneous Plans to $\approx 94\%$

City of Ukiah

Final UAL Restructuring Analysis



Metrics	12/1 Final Pricing
UAL Funded (\$)	\$47,500,000
UAL Funded (%)	83%
New Funded Ratio*	94%
Average Life of New Debt	15.8 Years
True Interest Cost (TIC)	3.97%
All-In Interest Rate	4.02%
Present Value (PV) Savings (%)*	26.31%
PV Savings (\$)*	\$12,498,270
Cumulative Savings Through Maturity*	\$9,445,163
2021 Savings	\$3.5 Million
Cash Flow Savings (2022 - 2037)*	\$21 Million
Avg. Annual Savings (2022-2037)*	\$1,315,248

* Estimated

City of Ukiah

Final UAL Restructuring Analysis – Savings Comparison Over Time

Metrics	12/1 Final Pricing	City Council POS Approval (9/30)	August-September Ad Hoc Meetings	Initial City Council Meeting (8/19)
Structure	1% Esc. with Decline	1% Esc. with Decline	1% Esc. with Decline	1% Esc. With No Decline
UAL Funded (\$)	\$47,500,000	\$46,000,000	\$45,713,374	\$43,000,000
UAL Funded (%)	83%	81%	80%	77%
New Funded Ratio	94%	93%	93%	92%
Average Life of New Debt	15.8 Years	18.2 Years	17.2 Years	22.0 Years
True Interest Cost	3.97%	4.09%	3.91%	4.08%
All-In Interest Rate	4.02%	4.13%	3.95%	4.12%
PV Savings (%)	26.31%	28.85%	26.58%	21.05%
PV Savings (\$)	\$12,498,270	\$13,270,165	\$12,150,359	\$9,052,652
Cumulative Savings	\$9,445,163	\$9,753,153	\$8,017,194	(\$7,776,439)
Working Capital / 2021 Savings	\$3.5 Million	\$5.0 Million	\$5.0 Million	\$5.0 Million
Avg. Annual Savings (2022-2037)	\$1,315,248	\$1,265,290	\$1,192,704	\$1,501,929

Treasury Rates				
10 Year	0.92%	0.69%	0.60 - 0.70%	0.68%
30 Year	1.66%	1.46%	1.20 - 1.50%	1.42%

- ▶ Final interest rate and savings comparable/favorable relative to prior City Council meetings despite treasury rates moving higher by about 0.20% over that time period

City of Ukiah

Final UAL Restructuring Analysis – Annual Projected Savings

12/1 Final Pricing							
FY	Current UAL Payment	Unrefunded UAL Payment	LRB Debt Service	Proceeds from Bond	Total New Payments	Savings	PV Savings
2021	4,086,083	4,086,083	0	(3,500,000)	586,083	3,500,000	3,500,000
2022	4,627,223	637,599	3,042,011	0	3,679,610	947,613	901,298
2023	4,561,916	692,541	3,023,540	0	3,716,081	845,835	773,788
2024	4,843,555	674,739	3,079,374	0	3,754,113	1,089,442	958,606
2025	5,122,618	698,428	3,091,038	0	3,789,466	1,333,152	1,128,275
2026	5,124,119	717,634	3,114,411	0	3,832,045	1,292,074	1,051,773
2027	5,278,818	756,336	3,110,753	0	3,867,089	1,411,729	1,105,313
2028	5,419,636	777,136	3,128,543	0	3,905,679	1,513,957	1,140,110
2029	5,564,329	798,508	3,146,410	0	3,944,918	1,619,411	1,172,977
2030	5,703,595	820,464	3,166,026	0	3,986,490	1,717,105	1,196,268
2031	5,856,086	843,027	3,182,117	0	4,025,145	1,830,941	1,226,890
2032	5,835,089	866,210	3,199,058	0	4,065,268	1,769,821	1,140,669
2033	5,752,110	890,029	3,216,167	0	4,106,196	1,645,914	1,020,321
2034	5,517,586	914,508	3,233,059	0	4,147,567	1,370,019	816,875
2035	5,396,840	939,658	3,250,266	0	4,189,924	1,206,916	692,158
2036	5,179,983	965,498	3,262,443	0	4,227,941	952,042	525,150
2037	4,773,164	992,047	3,283,127	0	4,275,173	497,991	264,209
2038	3,947,476	1,019,331	3,294,492	0	4,313,822	(366,346)	(186,947)
2039	3,696,304	1,047,362	3,311,744	0	4,359,106	(662,802)	(325,319)
2040	3,508,372	1,076,166	3,324,471	0	4,400,637	(892,265)	(421,229)
2041	3,398,389	1,105,754	3,342,674	0	4,448,428	(1,050,039)	(476,793)
2042	2,679,054	833,322	3,655,942	0	4,489,264	(1,810,210)	(790,592)
2043	2,558,149	814,398	3,117,413	0	3,931,811	(1,373,662)	(577,035)
2044	2,241,159	684,328	2,681,361	0	3,365,689	(1,124,530)	(454,353)
2045	334,995	289,966	2,514,165	0	2,804,131	(2,469,136)	(959,547)
2046	65,534	65,534	2,179,953	0	2,245,486	(2,179,952)	(814,831)
2047	146,576	146,576	1,535,972	0	1,682,548	(1,535,972)	(552,208)
2048	51,747	51,747	1,070,863	0	1,122,610	(1,070,863)	(370,299)
2049	942	942	563,020	0	563,962	(563,020)	(187,259)
2050	18,480	18,480	0	0	18,480	0	0
Total	111,289,927	24,224,349	81,120,415	(3,500,000)	101,844,764	9,445,163	12,498,270



AGENDA SUMMARY REPORT

SUBJECT: Review and Consider the Fiscal Year 2021-22 Budget Development Schedule.

DEPARTMENT: Finance **PREPARED BY:** Dan Buffalo, Finance Director, Mary Horger, Financial Services Manager, Olga Keough, Controller
PRESENTER: Dan Buffalo, Finance Director; Olga Keough, Finance Controller; and Mary Horger, Financial Services Manager.

ATTACHMENTS:

1. Budget Schedule 21-22 (Working)

Summary: The Council will receive and consider the City's operating and capital budget development and adoption schedule for the 2021-22 fiscal year.

Background: California law requires that an annually-approved appropriation plan be considered for all local governmental entities. Most produce a budget to satisfy that requirement. The City of Ukiah will be implementing a new budget document for the 2021-22 fiscal year built on best practices, focused on clarity, and presented at the highest level of quality per the guidelines of the Government Finance Officers Association.

Discussion: A sound, well-managed budget for a governmental entity is a living document. It is subject to regular review and amendment, is clear and understandable, is scrutinized frequently, and its development thoughtfully planned and executed. The City of Ukiah's 2021-22 budget will exhibit these characteristics, starting with planning. The attached schedule (Attachment #1) outlines the development process, key dates, and milestones. The following are those of note:

February 3: Finance reports City-wide operating results through mid-year; review and discussion of capital and special projects; Council will have an opportunity to consider its strategic plan for the coming year. (Special Council meeting starting at 4:00 p.m.).

February 17, 2021: City Council will hold the first special meeting beginning at 4:00 p.m. to receive an update on Objectives and Accomplishments from the City Manager's Office, Community Development and Electric departments. Individual departments are scheduled on proceeding Wednesdays at 4:00 p.m. on the following dates March 3 & 17, and April 7.

April 12 - April 23: This is the review period for Finance and the City Manager's Office. This is when individual departmental budgets are aligned at the fund level to ensure requests are supported by available resources and meet the goals and priorities established by management and the City Council.

April 21: City Council will hold a regular meeting beginning at 5:00 p.m. Review and discussion of budget development status and receive review/discuss revised 5-year CIP, including consideration of Council feedback received on February 3.

June 2: Overview presentation of budget proposal and discussion of changes from prior year during a special

meeting/workshop beginning at 4 pm.

June 3: This is a special Council meeting beginning at 3 pm to receive department presentations. This is a time for Q&A, taking requests and making revisions. If necessary, June 4 at 3 pm has been scheduled to continue presentations and discussions.

June 16: This is a regular Council meeting beginning at 6 pm to discuss final Q&A and tentative or final adoption. Additional date of June 30 at 6 pm has been scheduled for continuation if necessary to adopt the 2021-22 budget by June 30.

This schedule is flexible. Dates may change as unforeseen events arise. Knowing this going into the process creates the right frame of mind for everyone involved in developing what will be an end product that will be indelibly beneficial to staff, Council, and the community.

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2021-22 fiscal year.

BUDGET AMENDMENT REQUIRED: N/A

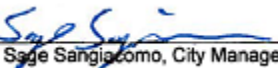
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



Budget Development Schedule (Working)

Fiscal Year: 2021-22

Activity	Tasks	Start Date	Completion Date
Budget Schedule Release	Preliminary Budget Schedule released		December 16
Budget Memo released	Budget Memo released	January 4	
Training - Office 365 (Virtual) By appointment/as needed/requested	5-year CIP update - Department Narrative Development	January 4	February 26
Department Narrative	20-21 Accomplishments 21-22 Objectives - Department Narrative	January 4	January 29
City Council: Mid-year Review 5-Year CIP review	- Finance reports City-wide operating results through mid-year - CIP - Request of Council for CIP for coming year - Council strategic planning	February 3 4:00 PM	
CIP Development	Departments to begin developing updates to the 5-year CIP	February 4	February 26
Department initiation - UVFA - UVSD	- Schedule budget meetings with Departments - Distribute budget workbooks - Begin budget planning - Start drafting MOU's with UVSD for Capital Projects	February 4	February 26
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- City Manager's Office - Community Development - Electric Utility Department	February 17 4:00 pm	April 7
Personnel Requests	Personnel changes and requests due to HR		February 26
Budget training – Munis Central Budget (Virtual) By appointment/as needed/requested	Munis module will be open for entry	March 1	March 26
Department Budget entry	- Munis open for budget entry - Any updates to Accomplishments/Objectives	March 1	March 26
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Human Resources - Community Services - Finance	March 3 4:00 pm	



Activity	Tasks	Start Date	Completion Date
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Public Works - Water Resources	March 17 4:00 pm	
City Manager and Finance review of budget requests	- Review appropriation requests - Meet with Finance for discussion/analysis - Finance to conduct preliminary revenue forecasts for all major funds	April 1	April 30
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Airport - Fire Department - Police Department	April 7 4:00 pm	
Reconciled Budget Meetings with City Manager	First-round budget meetings with Departments and CM/Finance Discussion of appropriation requests - Finalize initial appropriation requests Second-round will be scheduled as needed	April 12	April 23
Budget Training and Review with Council (Regular City Council Meeting)	- Review/discussion of Budget Development Status - Review/discussion of revised 5-year CIP, including consideration of Council feedback received at February 3 meeting	April 21 4:00 pm	
Draft Budget	- Draft budget to UVSD - UVSD draft budget due to the City - Draft budget to UVFA		April 30
Finalize Draft Budget Document	- Finalize revenue estimates - Complete special revenue funds and trust/agency funds - Circulate for review/edits	May 3	May 21
Draft budget comments	- UVSD comments on proposed budget due to the City - City comments on proposed budget due to UVSD - Meetings to be scheduled between City & UVSD as needed		May 21
Budget Hearing with Council (Special meeting/Workshop)	- Overview presentation of budget proposal - Discussion of changes from prior year - Take questions and requests from Council	June 2 4:00 PM	
Budget Hearing (cont.)- Department presentations (Special City Council Meetings)	- Department presentation - Discussion and Q&A - Take requests and revisions	June 3 3:00 PM	
Budget Hearing (cont.) Department presentations, If necessary (Special City Council Meetings)	- Department presentation - Discussion and Q&A - Take requests and revisions	June 4 3:00 pm	



Activity	Tasks	Start Date	Completion Date
Budget Hearing (cont.) Adoption of either final or tentative (Regular City Council Meeting)	- Final Q&A - Adoption – tentative or final		June 16 6:00 pm
Budget Hearing (cont.) Adoption of either final or tentative (Regular City Council Meeting)	- Final Q&A - Adoption – tentative or final		June 30 6:00 pm



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Action to Determine Whether to Fill Vacant Council Seat by Appointment or Call for a Special Election.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Draft Councilmember Application

Summary: The City Council will discuss and consider whether to fill the upcoming vacancy on the council resulting from Councilmember Mulheren's election to the Mendocino County Board of Supervisors by holding a special election or filling the seat by appointment.

Background: Councilmember Mulheren has been elected to the Mendocino County Board of Supervisors, leaving her seat on the Ukiah City Council vacant effective January 5, 2021. Councilmember Mulheren's term of office expires in November, 2022. Note: Councilmember Mulheren has chosen to recuse herself from the discussion and allow the remaining members to move forward with establishing the selection process. This will help ensure a timely process to fill the vacancy.

When there is a vacancy on the City Council, Government Code Section 36512(b) provides for the following; "...the Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election...."

Discussion: Based upon Government Code section 36512(b), the City Council has the following options:

Special Election: The next regularly established election date is Tuesday May 4, 2021. If the City Council chooses to call a special election, the election must be called by adoption of resolution no later than January 10, 2020. The last regular council meeting at which the election could be called is January 6, 2021. The cost of holding a special election is approximately \$30,000; however, if another agency also needs to hold a special election at that time, the two elections could be consolidated bringing the cost down. The amount budgeted for elections in the FY 20/21 is to cover the costs of the November 3rd election; therefore, this option would require a budget amendment and substantial cost to fill a partial term seat.

Appointment: The Council can choose to appoint a new member to the Council, including the process of how to fill that seat. The appointment must be made within 60 days of the vacancy, which would require a selection by March 5, 2021, (60 days from the resignation date of January 4, 2021).

Historically, the Ukiah City Council has chosen to make appointments to Council vacancies. If the City Council chooses to fill the vacancy by appointment, it should also decide on the process it will use to make the appointment. No procedure is prescribed by state or local law. The only qualification is that the appointee be a City elector. Among the options available, the City Council could choose to 1) nominate candidates from existing Board and Commission members or citizens at large that reside in the city limits and are registered

voters – without a formal application process, or 2) advertise the opening, accept applications, then either review the applications, hold interviews, and nominate/appoint at the same meeting; or review applications and hold interviews prior to the nomination/appointment process, which would be done on a separate date.

In the event that Council decides to make an appointment to the position, a draft application has been attached (Attachment 1) for review. Staff would recommend that Council give direction regarding any modifications they would like to see to the application. Staff would further recommend that Council direct staff to promptly notice the vacancy, set a deadline for the applications to be submitted by noon on Thursday, January 21, 2021, and direct staff to schedule a Special meeting for Thursday, January 28, 2021, at 6:00 p.m. to review and discuss the applications, and possibly interview and appoint an applicant. Note, the later of these options has been the norm.

RECOMMENDED ACTION:

In summary, Staff is seeking direction on whether to prepare documents for the calling of a Special election, or to notice a vacancy, start an application process as outlined in this report, and schedule a special meeting.

Recommended Action: 1) Council will discuss item and determine whether to fill the vacancy through appointment or call for an election; 2) Direct Staff to take appropriate steps per Council's decision.

BUDGET AMENDMENT REQUIRED: Yes, only if Council decides on Special Election

CURRENT BUDGET AMOUNT: 20012500.52100: \$0

PROPOSED BUDGET AMOUNT: 20012500.52100: \$30,000 if Council opts for election

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Mary Horger, Finance Services Manager.

Approved: 
Sage Sangiacomo, City Manager

300 Seminary Avenue
Ukiah, CA 95482

NAME: _____
Last First Middle

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Contact Information:

PHONE: Home _____ Work/Cell _____ E-mail _____

1. Attach a resume outlining your educational background and experience.
2. Attach an applicant statement (400-500 words) describing why you should be selected to fill this vacant position.
3. Complete all questions on this application.

Using no more than the space provided, highlight your relevant knowledge or skills that you will bring to the City Council.

Have you ever served as a member of a Ukiah Board, Commission or Task Force? If yes, please specify which Board(s), Commission(s) and/or Task Force(s):

Yes ☐ No ☐

Name

Length of Service

Applicant Questionnaire

Please Limit Your Answers to the Following Questions to no more than 250 words

1. Have you attended and/or participated in any civic meetings? If so, which ones and describe your participation.

2. What do you consider to be the top 3 to 5 significant issues/priorities currently facing the City of Ukiah and why are they the most significant? What are your thoughts about how to address these issues?

3. Name a specific City of Ukiah issue of special interest to you (other than the issue described in your response to question #2. Tell us what suggestions you have for addressing it.

4. What do you believe is the most important contribution you can make as a member of the City Council? What strength do you think you would bring to the City Council team?

5. Give an example of how you would resolve a situation where your personal philosophy is at odds with what is best for the City.

6. Please share your thoughts on the following topics related to the City of Ukiah:

- a. Public Safety

- b. City Infrastructure

c. Economic Development

d. Quality of Life Factors

e. City Finances

f. Sustainability/Smart Growth

7. Is there anything that you would like to add?

I declare under penalty of perjury under the laws of the State of California that I am a resident of the City of Ukiah California, registered to vote in the City of Ukiah, and that all information stated in this application and all attached pages are true, correct and complete. I also acknowledge that if appointed, I will be subject to filing a Form 700 Statement of Economic Interest.

Signature of Applicant

Date

Please submit this application and supporting documentation to the Ukiah City Clerk's Office by noon on Thursday, January 21, 2020. Applications received by the City will become public records that will be subject to public disclosure. Except for the name of the applicant, the City will treat applications as confidential to the extent allowed by law until the close of the application deadline.

City of Ukiah
ATTN: City Clerk
300 Seminary Ave
Ukiah, CA 95482

For office use only:

Staff has verified that the applicant is a registered voter in the City of Ukiah



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Orozco and Various Councilmembers

ATTACHMENTS:

1. 2020 City Council Special Assignments - rev 12-11-20

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

In respect to the upcoming vacancies created by departing Councilmembers Scalmanini and Mulheren, the Mayor and City Manager will work together to ensure that those positions are covered until a detailed review of assignments can be held after a full new City Council is seated.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482		200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Mulheren TBD - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich, Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482	275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco, Alternate Alan Carter, Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHS Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cscchlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cscchlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Mulheren	Traci Boyl , City Manager's Office Management Analyst; 467-5720 tboy1@cityofukiah.com

2020 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/TBD	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Marbut Study Ad Hoc	Brown/TBD	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Public Right of Way Related ADA Compliance	TBD/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 20/21 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/TBD	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2020 Electric Rate Study	Crane/TBD	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Diversity and Equity <i>SCOPE: With community engagement, develop an action plan to foster diversity and equity in the organization and our community. Review policies, practices, and procedures to promote and enhance equal participation and access to services, resources, and life opportunities and to ensure our organization accurately reflects the diversity of our community.</i>	Orozco/Mulheren	Traci Boyl, Management Analyst; 467-5720; tboyl@cityofukiah.com
Housing Element and Implementation Review	Mulheren/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Economic Development <i>SCOPE: to review economic tools to support development in line with the Council's Strategic Plan</i>	Orozco/TBD	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Adopt a Resolution Approving a Side Letter Agreement to the Current Memorandum of Understanding Between the City of Ukiah and Ukiah Police Officer's Association (UPOA) and Corresponding Adjustments to UPOA and Police Chief Salary Schedule.

DEPARTMENT: Human Resources
/ Risk Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk Manager

Sage Sangiacomo, City Manager; Sheri

PRESENTER: Mannion, Human Resources/Risk Management
Director

ATTACHMENTS:

None

Summary: Council will consider adopting a Resolution approving a Side Letter Agreement to the Memorandum of Understanding (MOU) between the City of Ukiah and Ukiah Police Officers Association (UPOA) and corresponding adjustments to UPOA and Police Chief Salary Schedule.

Background: Over the past year, the City Manager, Human Resources/Risk Management Director, Police Chief, and members of the Ukiah Police Officers Association (UPOA) have met on a regular basis to discuss and strategize how to overcome retention and recruitment issues within the Ukiah Police Department. As Council may recall, earlier this year Council approved a Retention and Recruitment Program, providing the City Manager the authority to implement hiring incentives.

Discussion: City Staff and UPOA have met and a Side Letter Agreement is currently under discussion and nearing completion, and will be considered by Council. The Resolution and Side Letter Agreement are under development and will be distributed upon completion and/or at the night of the meeting.

A Closed Session has been agendaized (Item 14.e.) should Council need additional discussion before considering the Resolution.

Recommended Action: Adopt Resolution approving a Side Letter Agreement to the Memorandum of Understanding (MOU) between the City of Ukiah and Ukiah Police Officers Association (UPOA), and corresponding adjustments to UPOA and Police Chief Salary Schedule.

BUDGET AMENDMENT REQUIRED: N/A

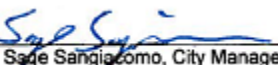
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager