



LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on April 25, 2023, at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

Persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at lindsay.cityclerk@lindsay.ca.us.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE

Led by Council Member SERNA.

4. APPROVAL OF AGENDA

5. PUBLIC COMMENT

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

6. COUNCIL REPORT

7. CITY MANAGER REPORT

8. RECOGNITION ITEMS

- 8.1 Proclamation in Honor of School Resource Officer Priscilla Valdovinos' Central California Battle of the Badges Boxing Competition Win (p. 5)

Presented to School Resource Officer Priscilla Valdovinos

9. PRESENTATION ITEMS

- 9.1 Introduction and Oath of Office of Reserve Police Officer Johan Cervantes

Introduction presented by Chief Rick Carrillo, Director of Public Safety

Oath of Office administered by Francesca Quintana, City Clerk & Assistant to the City Manager

- 9.2 Introduction and Oath of Office of Reserve Police Officer Kenneth Clifford
Introduction presented by Chief Rick Carrillo, Director of Public Safety
Oath of Office administered by Francesca Quintana, City Clerk & Assistant to the City Manager
- 9.3 Update on Elevate Lindsay LLC
Presented by Courtney Caron

10. **CONSENT CALENDAR**

Routine items approved in one motion unless an item is pulled for discussion.

- 10.1 Minutes from April 11, 2023, Regular Meeting (pp. 6 – 10)
- 10.2 Warrant List for April 03, 2023, through April 17, 2023 (pp. 11 – 24)
- 10.3 Consider Minute Order Approval of **Resolution No. 23-08**, A Resolution of the City Council of the City of Lindsay Reaffirming the Existence of a Local Disaster (pp. 25 – 27)
- 10.4 Public Risk Innovation, Solutions, and Management (pp. 28 - 114)
- A. Consider Minute Order Approval of **Resolution No. 23-09**, A Resolution of the City Council of the City of Lindsay to Join Public Risk Innovation, Solutions, and Management (pp. 31 – 32)
 - B. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Joint Powers Agreement and Authorize City Manager to Execute any Documents Thereto (pp. 33 – 59)
 - C. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Property Program Memorandum of Understanding and Authorize City Manager to Execute any Documents Thereto (pp. 60 – 62)
 - D. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Excess Liability Program Memorandum of Understanding and Authorize City Manager to Execute any Documents Thereto (pp. 63 – 82)
 - E. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Excess Workers' Compensation Program and Authorize City Manager to Execute any Documents Thereto (pp. 83 – 107)
 - F. Consider Minute Order Approval of Application for Permanent Certificate of Consent to Self-Insure for Interim Self-Insurer and Authorize City Manager to Execute any Documents Thereto (pp. 108 – 109)

G. Consider Minute Order Approval of Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer and Authorize City Manager to Execute any Documents Thereto (pp. 110 – 113)

H. Consider Minute Order Authorization of **Resolution No. 23-10**, A Resolution of the City Council of the City of Lindsay Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities and Authorize City Manager to Execute any Documents Thereto (p. 114)

10.5 Consider Minute Order Approval of **Resolution No. 23-11**, A Resolution of the City Council of the City of Lindsay Adopting a Project List for Submittal to the California Department of Transportation (Caltrans) Under the Road Maintenance and Rehabilitation Act of 2017 (pp. 115 – 119)

10.6 Consider Minute Order Approval of **Resolution No. 23-12**, A Resolution of the City Council of the City of Lindsay Authorizing Staff to Submit a Claim to the Tulare County Association of Governments (TCAG) for Regional Surface Transportation Program (RSTP) Funds in Exchange for Highway Account Funds (pp. 120 – 124)

10.7 Consider Minute Order Approval of Sequoia Basin and Drainage Evaluation Project Task Order to Quad Knopf Inc dba QK (pp. 125 – 131)

11. ACTION ITEMS

11.1 Consider Approval of Job Description for the Reserve Firefighter Job Position (pp. 132 – 139)

Presented by Chief Rick Carrillo, Director of Public Safety

11.2 Consider the Rejection of Bids Received in Response to the Olive Bowl/Kaku Park Expansion Request for Bids (RFBs) and Authorize Staff to Re-Bid (pp. 140 – 142)

Presented by Neyba Amezcua, Director of City Services & Planning

12. DISCUSSION ITEMS

12.1 Property Tax Rolls

Presented by Joseph M. Tanner, City Manager

13. EXECUTIVE (CLOSED) SESSION

13.1 Conference With Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Cal. Gov. Code §54956.9(d)(2): One (1) Case

14. REQUEST FOR FUTURE ITEMS

Council requests for future agenda items, can be called for by any Councilmember during the ‘Request for Future Items’ section of a regular meeting. Immediately following the request of an item, a vote will be taken on the item. If a majority of the City Council supports further study of the item, then a full staff analysis will be prepared within a reasonable time as determined by the City Manager unless otherwise directed by a majority of the City Council. Discussion shall be limited to whether an item should be added to an agenda, not the merit of the item.

15. ADJOURNMENT

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



City of Lindsay

Proclamation

WHEREAS, the 2023 Central California Battle of the Badges Competition was held on April 15, 2023, and featured the biggest names in Public Safety boxing; and

WHEREAS, Battle of the Badges is an event that raises money for charity and promotes physical fitness as well as camaraderie among members of the Fire, Law Enforcement, and Military community; and

WHEREAS, Lindsay School Resource Officer Priscilla Valdovinos competed and represented the City of Lindsay in the 2023 Central California Battle of the Badges Boxing Competition; and

WHEREAS, School Resource Officer Valdovinos trained for and won the light featherweight match in which she competed; and

WHEREAS, School Resource Officer Valdovinos successfully demonstrated exemplary commitment, dedication, and strength at the Battle of the Badges match.

NOW, THEREFORE, BE IT RESOLVED, that I, Hipolito Angel Cerros, Mayor of the City of Lindsay, do hereby formally recognize and honor School Resource Officer Valdovinos' achievement in the Battle of the Badges Boxing Competition.

IN WITNESS WHEREOF, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 25th Day of April of 2023.

LINDSAY CITY COUNCIL

Hipolito Angel Cerros, Mayor



LINDSAY CITY COUNCIL REGULAR MEETING AGENDA MINUTES

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

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1. **CALL TO ORDER**
2. **ROLL CALL**

Present	Mayor Cerros Mayor Pro Tem Flores Council Member Caudillo Council Member Sanchez Council Member Serna
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3. **PLEDGE**

Led by Council Member SANCHEZ.

4. **APPROVAL OF AGENDA**

Motion to Approve Agenda							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(5-0)	AYE	AYE	AYE	AYE	AYE

5. **PUBLIC COMMENT**

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and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

- Public comment from Danny Salinas, Chairman of Orange Blossom Committee. Mr. Salinas thanked all who attended the Orange Blossom Festivities. The event saw over 2,000 attendees and went very well. Mr. Salinas thanked the City Council for waiving the fees for the event. Mr. Salinas also thanked Chief Rick Carrillo and the Fire and Police Department for responding to a call at his mother's house. Mr. Salinas offered his condolences to former Chief Hughes' family on his passing.

6. COUNCIL REPORT

- Council Member SERNA shared that he was very happy with the Orange Blossom Festivities, enjoyed seeing many vendors and attendees at the event. SERNA thanked everyone in attendance of tonight's meeting.
- Mayor Pro Tem FLORES thanked Danny Salinas for organizing and overseeing the Orange Blossom Festivities. FLORES enjoyed catching up with various groups and individuals at the event as well as the food options.
- Council Member SANCHEZ thanked everyone for attending tonight's meeting. SANCHEZ agreed that Orange Blossom was a great event and understands it took a lot of planning to be successful.
- Council Member CAUDILLO shared that she had a great time at the Orange Blossom Parade. CAUDILLO shared that Loyalty Car Club will be hosting a BBQ on May 21, 2023.
- Mayor CERROS shared that the Orange Blossom Beer Garden was great, thanked everyone who made Orange Blossom possible. CERROS shared his condolences for former Chief Hughes passing and asked for a moment of silence.

7. CITY MANAGER REPORT

- CITY MANAGER shared about the various projects happening now around the City such as the Hermosa Street utility work, next week's Olive Bowl/Kaku Park Bid opening, and next week's Water Main Surveying Project. CITY MANAGER asked for the public's patience and understanding during the construction period.
- CITY MANAGER shared that various improvements are being made to the City Hall and Public Safety buildings.
- CITY MANAGER shared that the Battle of the Badges Boxing Competition will be on April 15, 2023 at the Visalia Convention Center, tickets currently available at the Public Safety Department.
- CITY MANAGER shared that the City has hired a new Director of Recreation Services, Armando da Silva, who has 20 years of experience, resides in Tulare and has 2 children.
- CITY MANAGER offered his condolences to the Hughes family for the passing of the former Chief Hughes. Hughes was a 20 year employee of the City and was lost too young.

8. RECOGNITION ITEMS

8.1 Proclamation in Honor of Autism Awareness Month (p. 4)

Presented to Lindsay Unified School District Special Education

8.2 Proclamation in Honor of Flood Response Volunteers (p. 5)

Presented to Lindsay Unified School District Learners,

Breakthrough Church, and

Sallie McDonald

9. DISCUSSION ITEMS

9.1 Lewis Response Update

*Presented by Chief Rick Carrillo, Director of Public Safety and
Neyba Amezcua, Director of City Services & Planning*

9.2 Regional Housing Element Study Session

Presented by Curtis Cannon, Planning Manager

9.3 Friday Night Market Boundaries Map and Oversight Committee Review (pp. 6 – 19)

Presented by Francesca Quintana, City Clerk & Assistant to the City Manager

10. CONSENT CALENDAR

Routine items approved in one motion unless an item is pulled for discussion.

10.1 Minutes from March 28, 2023, Regular Meeting (pp. 20 – 25)

10.2 Warrant List for March 20, 2023, through April 02, 2023 (p. 26)

10.3 Treasurer’s Report for March 2023 (p. 27)

10.4 Second Reading of **Ordinance No. 609**, An Ordinance of the City of Lindsay Amending Chapter 17.20 of Title Seventeen (17) of the Lindsay Municipal Code, Amending Final Map, and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 28 – 34)

10.5 Second Reading of **Ordinance No. 608**, An Ordinance of the City of Lindsay Amending Chapter 14.03 of Title Fourteen (14) of the Lindsay Municipal Code, Amending Conduct in City Parks and Recreation Areas, and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 35 – 38)

10.6 Consider Minute Order Approval of 2023 Model Year Ford Police Interceptor Utility Request for Proposals (RFPs) Submitted and Recommendation to Award Contract to Phil Long Ford of Denver, LLC (pp. 39 – 52)

- Item 10.6 pulled for discussion; Public Safety Lieutenant Nave answered the Council’s questions regarding the expected arrival of new vehicles.

Motion to Approve Consent Calendar							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	CERROS	(5-0)	AYE	AYE	AYE	AYE	AYE

11. PUBLIC HEARINGS

11.1 Consider Approval of **Resolution No. 23-07**, A Resolution of the City Council of the City of Lindsay Approving Tentative Parcel Map No. 23-01, to Subdivide Approximately 35.08 Acres North of Tulare Road, West of the Southern Pacific Railroad Tracks (APN’s 199-050-017, 201-170-010, 201-180-013) Into Four Parcels and a Remainder, from NFDI LLC, and Finding that Project is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15315 of CEQA Guidelines and Direct City Clerk to File a Notice of Exemption (NOE) (pp. 53 – 64)

Presented by Curtis Cannon, Planning Manager

- Mayor opened the public hearing at 7:17 PM.
- Public comment from Starr Warson representing the Lindsay Hospital District. Mr. Warson shared that the District has not taken an official stance on the O’Hara Project, however they are interested in it and how it would affect the District and the property they own.
- Mayor closed the public hearing at 7:19 PM.

Motion to Approve Item 11.1							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	CERROS	(5-0)	AYE	AYE	AYE	AYE	AYE

12. ACTION ITEMS

12.1 Consider the Approval of Names for Appointment to the City Sign Ordinance Ad-Hoc Committee (pp. 65 – 67)

Presented by Joseph M. Tanner, City Manager

Motion to Approve Item 12.1 with Names from Table 2 (Council Amended List)							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SERNA	(4-1)	AYE	NAY	AYE	AYE	AYE

12.2 Review Existing Appointments and Consider the Approval of Appointment of Council Member Representatives to Boards, Agencies, and Committees (pp. 68 – 71)

Presented by Francesca Quintana, City Clerk & Assistant to the City Manager

Motion to Approve Item 12.2 with New Appointments to TCAG Board of Governors and SJV Air Pollution Control District Special City Selection Committee							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(5-0)	AYE	AYE	AYE	AYE	AYE

13. EXECUTIVE (CLOSED) SESSION

13.1 Conference With Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Cal. Gov. Code §54956.9(d)(2): At Least (1) Case, but the Number of Total Cases is Currently Unknown

13.2 Conference With Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Cal. Gov. Code §54956.9(d)(2): One (1) Case

- No reportable action out of closed session.

14. REQUEST FOR FUTURE ITEMS

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Update from City Acquired Consultants for Various Services					
Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
(5-0)	AYE	AYE	AYE	AYE	AYE

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- Mayor adjourned the meeting at 8:43 PM.

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
23225						(\$354.28)
	101 - GENERAL FUND	03/17/23	7005	WITMER PUBLIC SAFET	PHENIX ID BRACKET&S	(354.28)
23237						\$492.35
	101 - GENERAL FUND	04/06/23	2873	ADVANTAGE ANSWERING	3/1/23-3/31/23	492.35
23238						\$1,668.00
	101 - GENERAL FUND	04/06/23	6504	ADVENTIST HEALTH TO	FEB. TOXICOLOGY	1,668.00
23239						\$165.53
	101 - GENERAL FUND	04/06/23	007	AG IRRIGATION SALES	SHURFLO WIRE HARNES	11.33
	552 - WATER	04/06/23	007	AG IRRIGATION SALES	UNION PVC SOC.	129.93
	553 - SEWER	04/06/23	007	AG IRRIGATION SALES	PVC PIPES,BLUE GLUE	24.27
23240						\$7,489.68
	305 - EMERGENCY OPERATIONS	04/06/23	7026	ALL DRONE SOLUTIONS	DJI MAVIC DRONES	7,489.68
23241						\$55.72
	101 - GENERAL FUND	04/06/23	431	ALLSTAR FIRE EQUIPM	HANDLE FOR WYE VALV	55.72
23242						\$75.00
	101 - GENERAL FUND	04/06/23	7021	AMERICAN COAST TITL	RETURN RECORDING FE	75.00
23243						\$932.68
	101 - GENERAL FUND	04/06/23	6600	AMERICAN HERITAGE L	APRIL ACCIDENT PLAN	932.68
23244						\$977.53
	101 - GENERAL FUND	04/06/23	3898	AMERICAN INCORPORAT	HVAC BLOWER MTR	977.53
23245						\$50.00
	400 - WELLNESS CENTER	04/06/23	6950	ANA CARRETERO	MARCH ZUMBA CLASSES	50.00
23246						\$50.00
	400 - WELLNESS CENTER	04/06/23	5819	ANITA GUTIERREZ	MARCH CLASSES	50.00
23247						\$662.37
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	DISCONNECT SLDS SET	5.21
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	DURALAST GOLD START	69.60
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	POWER STEERING FLUI	6.62
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	TRAILER COUPLER&JAC	67.96
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	CABLE CONNECTOR	89.93
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	MOTOR OIL, OIL FILT	45.87
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	REFLECTIVE TAPE STR	17.06
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	ENGINE OIL	11.73
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	MOTOR OIL, OIL FILT	67.38
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	BULB	13.47
	101 - GENERAL FUND	04/06/23	5457	AUTO ZONE COMMERCIA	STOPLIGHT SWITCH	35.88
	552 - WATER	04/06/23	5457	AUTO ZONE COMMERCIA	DURALAST HEX KEY SE	15.21
	552 - WATER	04/06/23	5457	AUTO ZONE COMMERCIA	TRAILER COUPLER&JAC	67.96
	552 - WATER	04/06/23	5457	AUTO ZONE COMMERCIA	DURALAST GOLD START	69.59
	552 - WATER	04/06/23	5457	AUTO ZONE COMMERCIA	2K/3K DUST CAP	11.52
	553 - SEWER	04/06/23	5457	AUTO ZONE COMMERCIA	MOTOR OIL, OIL FILT	67.38
23248						\$654.74
	101 - GENERAL FUND	04/06/23	5381	AWAKE SKATE SHOP	F.D. POLOS & JACKET	96.32
	101 - GENERAL FUND	04/06/23	5381	AWAKE SKATE SHOP	C.S. POLOS & JACKET	359.32
	101 - GENERAL FUND	04/06/23	5381	AWAKE SKATE SHOP	COUNCIL POLOS W/EMB	199.10
23249						\$2,911.00
	552 - WATER	04/06/23	051	BSK	DRINKING WATER	1,507.25
	553 - SEWER	04/06/23	051	BSK	WW TESTING	910.00
	556 - VITA-PAKT	04/06/23	051	BSK	VITA-PAKT WASTE WAT	493.75

23250						\$2,250.00
101 - GENERAL FUND	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.43
101 - GENERAL FUND	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.43
101 - GENERAL FUND	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.43
101 - GENERAL FUND	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.43
552 - WATER	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.43
553 - SEWER	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.43
554 - REFUSE	04/06/23	6689	BUILDING MAINTENANC	MARCH CLEANING SVCS		321.42
23251						\$326.00
101 - GENERAL FUND	04/06/23	5013	BUZZ KILL PEST CONT	476 N MT VERNON#CL4		50.00
101 - GENERAL FUND	04/06/23	5013	BUZZ KILL PEST CONT	157 N MIRAGE #CL157		33.00
101 - GENERAL FUND	04/06/23	5013	BUZZ KILL PEST CONT	911 N PARKSIDE #CL9		27.00
101 - GENERAL FUND	04/06/23	5013	BUZZ KILL PEST CONT	801 ELMWOOD #CL801		25.00
101 - GENERAL FUND	04/06/23	5013	BUZZ KILL PEST CONT	174 SWEETBRIER #CL1		34.00
552 - WATER	04/06/23	5013	BUZZ KILL PEST CONT	729 W HONOLULU #CL7		28.00
553 - SEWER	04/06/23	5013	BUZZ KILL PEST CONT	23611 RD 196 #CL236		33.00
886 - SAMOA	04/06/23	5013	BUZZ KILL PEST CONT	SAMOA #CLSAMOA		43.00
887 - SWEETBRIER TOWNHOUSES	04/06/23	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES		53.00
23252						\$964.47
101 - GENERAL FUND	04/06/23	3056	CALIFORNIA TURF EQU	60" LAZER PLATFORM		964.47
23253						\$62.85
400 - WELLNESS CENTER	04/06/23	6351	CANON FINANCIAL SER	W.C. 3/1/23-3/31/23		62.85
23254						\$60.01
305 - EMERGENCY OPERATIONS	04/06/23	2220	MARI CARRILLO	WARMING CENTER SUPP		60.01
23255						\$119.00
101 - GENERAL FUND	04/06/23	3271	CASCADE FIRE EQUIPM	GLOVE,STR-X FIRE AR		119.00
23256						\$111,183.00
101 - GENERAL FUND	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
101 - GENERAL FUND	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
101 - GENERAL FUND	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
101 - GENERAL FUND	04/06/23	075	CSJVRMA	WORKER'S COMP PROGR		66,009.00
261 - GAS TAX FUND	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
400 - WELLNESS CENTER	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
552 - WATER	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
553 - SEWER	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
554 - REFUSE	04/06/23	075	CSJVRMA	LIABILITY PROGRAM		5,646.75
23257						\$11,050.00
261 - GAS TAX FUND	04/06/23	1702	CENTRAL VALLEY SWEE	FEB 2023 AIR SWEEPI		4,800.00
305 - EMERGENCY OPERATIONS	04/06/23	1702	CENTRAL VALLEY SWEE	FLOODING STREET SWE		6,250.00
23258						\$341.87
400 - WELLNESS CENTER	04/06/23	6500	CHARTER COMMUNICATI	MARCH W.C. INTERNET		341.87
23259						\$1.45
552 - WATER	04/06/23	7023	CHAVEZ JOSIE	REFUND CLOSED UB AC		1.45
23261						\$1,097.84
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS		47.65
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS		47.65
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS		47.65
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS		36.99
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS		36.99
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS		36.99
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS		33.17
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS		33.17
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS		33.17
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS		29.85
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS		29.85
101 - GENERAL FUND	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS		29.85
305 - EMERGENCY OPERATIONS	04/06/23	5832	CINTAS CORPORATION	SIG ZFOLD & DUALTP		64.17
552 - WATER	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS		47.65
552 - WATER	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS		29.85
552 - WATER	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS		33.17
552 - WATER	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS		36.99

553 - SEWER	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS	36.99
553 - SEWER	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS	33.18
553 - SEWER	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS	29.85
553 - SEWER	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS	47.65
554 - REFUSE	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS	47.66
554 - REFUSE	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS	37.00
554 - REFUSE	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS	29.84
554 - REFUSE	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS	33.18
556 - VITA-PAKT	04/06/23	5832	CINTAS CORPORATION	3/15/23 UNIFORMS	33.18
556 - VITA-PAKT	04/06/23	5832	CINTAS CORPORATION	3/8/23 UNIFORMS	37.00
556 - VITA-PAKT	04/06/23	5832	CINTAS CORPORATION	3/22/23 UNIFORMS	29.84
556 - VITA-PAKT	04/06/23	5832	CINTAS CORPORATION	2/22/23 UNIFORMS	47.66
23262					\$871.50
600 - CAPITAL IMPROVEMENT	04/06/23	2548	CIVICWELL	4-428 HERMOSA CORRI	871.50
23263					\$4,250.00
400 - WELLNESS CENTER	04/06/23	6090	CLEAN CUT LANDSCAPE	WC-FEBRUARY LANDSCA	975.00
883 - SIERRA VIEW ASSESSMENT	04/06/23	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW ESTATES	1,298.00
884 - HERITAGE ASSESSMENT DIST	04/06/23	6090	CLEAN CUT LANDSCAPE	HERITAGE PARK	315.00
887 - SWEETBRIER TOWNHOUSES	04/06/23	6090	CLEAN CUT LANDSCAPE	SWEETBRIER/HERMOSA	546.00
887 - SWEETBRIER TOWNHOUSES	04/06/23	6090	CLEAN CUT LANDSCAPE	SAMOA TOWNHOMES	154.00
888 - PARKSIDE	04/06/23	6090	CLEAN CUT LANDSCAPE	PARKSIDE ESTATES	225.00
889 - SIERRA VISTA ASSESSMENT	04/06/23	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA ESTATE	97.00
890 - MAPLE VALLEY ASSESSMENT	04/06/23	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY	55.00
891 - PELOUS RANCH	04/06/23	6090	CLEAN CUT LANDSCAPE	PELOUS RANCH	585.00
23264					\$660.00
600 - CAPITAL IMPROVEMENT	04/06/23	091	CONSOLIDATED TESTIN	HERMOSA IMPROVEMENT	660.00
23265					\$434.45
101 - GENERAL FUND	04/06/23	102	CULLIGAN	154799-LATE FEE	2.88
101 - GENERAL FUND	04/06/23	102	CULLIGAN	154807-LATE FEE	3.30
101 - GENERAL FUND	04/06/23	102	CULLIGAN	154815-LATE FEE	1.02
101 - GENERAL FUND	04/06/23	102	CULLIGAN	156108-LATE FEE	0.50
101 - GENERAL FUND	04/06/23	102	CULLIGAN	3301-LATE FEE	0.50
552 - WATER	04/06/23	102	CULLIGAN	23965 RD 188-#15482	38.75
552 - WATER	04/06/23	102	CULLIGAN	150 N MIRAGE-#15601	23.00
552 - WATER	04/06/23	102	CULLIGAN	18829 AVE 240-#1548	38.75
552 - WATER	04/06/23	102	CULLIGAN	18899 AVE 240-#1547	139.50
552 - WATER	04/06/23	102	CULLIGAN	18869 AVE 240-#1548	155.00
553 - SEWER	04/06/23	102	CULLIGAN	23611 RD 196-#3301	31.25
23266					\$2,792.13
553 - SEWER	04/06/23	5741	CUMMINS SALES & SER	WWTP GENERATOR MAIN	2,792.13
23267					\$210.00
101 - GENERAL FUND	04/06/23	316	DEPT OF JUSTICE	FEB. BLOOD ANALYSIS	210.00
23268					\$1,500.14
781 - CAL HOME RLF	04/06/23	2540	DEPT.OF HOUSING & C	CALHOME 3/15 TO HCD	1,500.14
23269					\$688.82
700 - CDBG REVOLVING LN FUND	04/06/23	2540	DEPT.OF HOUSING & C	3/15/23 CDBG TO HCD	688.82
23270					\$128,962.25
720 - HOME REVOLVING LN FUND	04/06/23	2540	DEPT.OF HOUSING & C	3/15/23 HOME TO HCD	128,962.25
23271					\$3,225.34
553 - SEWER	04/06/23	5978	DOMINO SOLAR LTD	JB-9325693-00 FEB.	3,225.34
23272					\$557.81
101 - GENERAL FUND	04/06/23	119	DOUG DELEO WELDING	RIDGID TOOL KIT	192.38
101 - GENERAL FUND	04/06/23	119	DOUG DELEO WELDING	FLAT BAR	31.32
101 - GENERAL FUND	04/06/23	119	DOUG DELEO WELDING	HITCH RETAINER PIN	51.90
552 - WATER	04/06/23	119	DOUG DELEO WELDING	HYDRAULIC HOSES	256.99
553 - SEWER	04/06/23	119	DOUG DELEO WELDING	WW-CONN. LINK	6.53
553 - SEWER	04/06/23	119	DOUG DELEO WELDING	WWTP-ROLLER&CONN LI	18.69
23273					\$281.14
101 - GENERAL FUND	04/06/23	633	ENTENMANN-ROVIN CO	TWO TONE DOME PINS	281.14

23274						\$462.48
101 - GENERAL FUND	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.65
101 - GENERAL FUND	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.65
101 - GENERAL FUND	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.66
101 - GENERAL FUND	04/06/23	3409	FASTENAL	ORANGE & LIME VESTS		11.22
101 - GENERAL FUND	04/06/23	3409	FASTENAL	ORANGE & LIME VESTS		11.22
101 - GENERAL FUND	04/06/23	3409	FASTENAL	ORANGE & LIME VESTS		11.22
552 - WATER	04/06/23	3409	FASTENAL	ORANGE & LIME VESTS		11.22
552 - WATER	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.66
553 - SEWER	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.66
554 - REFUSE	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.66
556 - VITA-PAKT	04/06/23	3409	FASTENAL	COWHIDE GLOVES		59.66
23275						\$186.00
101 - GENERAL FUND	04/06/23	803	FRESNO CITY COLLEGE	TRAFFIC COLLISION C		186.00
23276						\$186.00
101 - GENERAL FUND	04/06/23	803	FRESNO CITY COLLEGE	TRAFFIC COLLISION C		186.00
23277						\$57.76
101 - GENERAL FUND	04/06/23	1450	FRESNO OXYGEN & WEL	FINANCE CHARGE		1.78
101 - GENERAL FUND	04/06/23	1450	FRESNO OXYGEN & WEL	D,E,SML,MED CYLINDE		55.98
23278						\$283.00
552 - WATER	04/06/23	137	FRIANT WATER AUTHOR	25YR ROLL AVE CORRE		283.00
552 - WATER	04/06/23	137	FRIANT WATER AUTHOR	FKC OM&R COSTS		(2,097.00)
552 - WATER	04/06/23	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS		(1,171.70)
552 - WATER	04/06/23	137	FRIANT WATER AUTHOR	FKC OM&R COSTS		2,097.00
552 - WATER	04/06/23	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS		1,171.70
23279						\$1,654.00
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	562-2512		182.13
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-042-9309		1.99
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2650		23.30
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2650		23.31
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2652		46.61
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2656		46.61
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2662		61.62
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-188-3200		5.33
101 - GENERAL FUND	04/06/23	6010	FRONTIER COMMUNICAT	209-188-3200		5.34
552 - WATER	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2650		23.31
552 - WATER	04/06/23	6010	FRONTIER COMMUNICAT	209-188-3200		5.34
552 - WATER	04/06/23	6010	FRONTIER COMMUNICAT	209-150-2936		84.82
552 - WATER	04/06/23	6010	FRONTIER COMMUNICAT	562-7131		158.64
552 - WATER	04/06/23	6010	FRONTIER COMMUNICAT	562-1552		128.48
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	562-7132		373.41
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	559-562-6317		123.66
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	559-562-6317		117.24
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	209-150-3621		120.99
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	209-188-3200		5.34
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2650		23.31
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2654		46.61
553 - SEWER	04/06/23	6010	FRONTIER COMMUNICAT	209-151-2655		46.61
23280						\$1,003.42
101 - GENERAL FUND	04/06/23	1925	FRUIT GROWERS SUPPL	SAW STIHL,ENGINE OI		572.43
552 - WATER	04/06/23	1925	FRUIT GROWERS SUPPL	GAS STIHL SAW		430.99
23281						\$107.17
101 - GENERAL FUND	04/06/23	1970	GIOTTO'S	SMOKE DETECTOR-JAG		107.17
23282						\$4,323.63
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	1456094LUBE,OIL FIL		32.00
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	1366704 REPLACE HEA		74.18
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC1640485 OIL CHAN		76.99
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC1363348 OIL CHAN		76.99
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC1366732 OIL CHAN		71.99
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	1389807 REWIRE ELEC		316.88
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC#029950 GAS TANK		902.08

101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	#1366704 SAFETY LIG	341.90
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC160951 OIL CHANG	76.99
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC#1405963 KEY FOB	478.86
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC#1405965 KEY FOB	478.86
101 - GENERAL FUND	04/06/23	148	GOMEZ AUTO & SMOG	#1051245 CANISTER V	770.61
261 - GAS TAX FUND	04/06/23	148	GOMEZ AUTO & SMOG	LIC1226995 ELECTRIC	521.30
552 - WATER	04/06/23	148	GOMEZ AUTO & SMOG	LIC1400809 AIR FILT	72.00
553 - SEWER	04/06/23	148	GOMEZ AUTO & SMOG	#1400808 LUBE CHASS	32.00
23283					\$1,726.27
101 - GENERAL FUND	04/06/23	151	GRAINGER INC	AIR VALVE ASSY,PLAS	707.13
101 - GENERAL FUND	04/06/23	151	GRAINGER INC	LEVER LOCKSET, MECH	281.82
101 - GENERAL FUND	04/06/23	151	GRAINGER INC	EXTINGUISHER&BRACKE	119.41
101 - GENERAL FUND	04/06/23	151	GRAINGER INC	EXTINGUISHER&BRACKE	119.41
101 - GENERAL FUND	04/06/23	151	GRAINGER INC	EXTINGUISHER&BRACKE	119.41
552 - WATER	04/06/23	151	GRAINGER INC	BATTERY 5.0 AH,LI-I	140.29
552 - WATER	04/06/23	151	GRAINGER INC	EXTINGUISHER&BRACKE	119.40
553 - SEWER	04/06/23	151	GRAINGER INC	EXTINGUISHER&BRACKE	119.40
23284					\$300.00
101 - GENERAL FUND	04/06/23	6604	HIPOLITO CERROS	APRIL COUNCIL STIPE	300.00
23285					\$850.00
101 - GENERAL FUND	04/06/23	6346	JEFF PFEIFFER	MARCH SQUIRREL TREA	425.00
101 - GENERAL FUND	04/06/23	6346	JEFF PFEIFFER	APRIL SQUIRREL TREA	425.00
23286					\$85.00
101 - GENERAL FUND	04/06/23	6968	JEREMIAH GARCIA	TRAFFIC COLLISION C	85.00
23287					\$300.00
400 - WELLNESS CENTER	04/06/23	3886	KAREN THOMPSON	LIFEGUARDING CLASS	300.00
23288					\$70,103.43
101 - GENERAL FUND	04/06/23	6100	KEENAN & ASSOCIATES	APRIL PPO 250 ACTIV	62,053.36
101 - GENERAL FUND	04/06/23	6100	KEENAN & ASSOCIATES	APRIL PPO 250 RETIR	2,892.93
101 - GENERAL FUND	04/06/23	6100	KEENAN & ASSOCIATES	APRIL PPO 500 ACTIV	5,157.14
23289					\$1,448.33
552 - WATER	04/06/23	5542	KRC SAFETY CO., INC	BARRACADES & CONES	1,448.33
23290					\$21,616.87
600 - CAPITAL IMPROVEMENT	04/06/23	6799	KTU&A PLANNING & LA	WEST HERMOSA CORRID	7,385.00
600 - CAPITAL IMPROVEMENT	04/06/23	6799	KTU&A PLANNING & LA	WEST HERMOSA CORRID	14,231.87
23291					\$241.20
101 - GENERAL FUND	04/06/23	4956	LAWRENCE TRACTOR CO	WHEEL & MOWER BLADE	241.20
23292					\$862.60
101 - GENERAL FUND	04/06/23	4067	LINCOLN NAT'L INSUR	APRIL 2023 LIFE PLA	862.60
23293					\$835.96
101 - GENERAL FUND	04/06/23	4067	LINCOLN NAT'L INSUR	MARCH 2023 LIFE PLA	835.96
23294					\$1,007.02
400 - WELLNESS CENTER	04/06/23	7027	LINDSAY CONGREGATIO	W.C. FACILITY RENTA	1,007.02
23295					\$2,438.31
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	LAFE FEE	72.26
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. CITY SERVICES	14.66
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. STREETS	28.26
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. PARKS	863.06
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. GRAFFITI	325.46
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. BUILDING	252.47
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. OTHER SERVICES	8.69
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. LANDSCAPING	93.48
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. PUBLIC SAFETY	106.86
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. PUBLIC SAFETY	81.44
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. PUBLIC SAFETY	26.94
101 - GENERAL FUND	04/06/23	1422	LINDSAY TRUE VALUE	FEB. PUBLIC SAFETY	185.29
552 - WATER	04/06/23	1422	LINDSAY TRUE VALUE	FEB. WATER	289.45
553 - SEWER	04/06/23	1422	LINDSAY TRUE VALUE	FEB. WWTP	89.99
23296					\$30.00
101 - GENERAL FUND	04/06/23	5424	LINDSAY VETERINARY	1/31/23 EXAM#253288	30.00

23297						\$25.00
	400 - WELLNESS CENTER	04/06/23	6599	MARIA EDWARDS	MARCH ZUMBA CLASS	25.00
23298						\$17.00
	400 - WELLNESS CENTER	04/06/23	7022	MARIA ESTRELLA	REFUND MEMBERSHIP	17.00
23299						\$36,064.04
	101 - GENERAL FUND	04/06/23	6550	MARIO SAGREDO ELECT	SOCCER HUT LIGHT&SW	1,132.95
	101 - GENERAL FUND	04/06/23	6550	MARIO SAGREDO ELECT	LIGHTS @ SOCCER FIE	277.05
	101 - GENERAL FUND	04/06/23	6550	MARIO SAGREDO ELECT	DOWNTOWN OUTLETS/F.	1,431.63
	101 - GENERAL FUND	04/06/23	6550	MARIO SAGREDO ELECT	OAK ST WALL REPAIR	2,542.72
	261 - GAS TAX FUND	04/06/23	6550	MARIO SAGREDO ELECT	SWEETBRIER/POLE LIG	979.55
	305 - EMERGENCY OPERATIONS	04/06/23	6550	MARIO SAGREDO ELECT	WC/PRO PT WATER DAM	476.99
	400 - WELLNESS CENTER	04/06/23	6550	MARIO SAGREDO ELECT	W.C. RETRO LIGHTS	8,970.00
	400 - WELLNESS CENTER	04/06/23	6550	MARIO SAGREDO ELECT	W.C. RETRO LIGHTS	9,721.84
	400 - WELLNESS CENTER	04/06/23	6550	MARIO SAGREDO ELECT	W.C. RETRO LIGHTS	9,504.23
	552 - WATER	04/06/23	6550	MARIO SAGREDO ELECT	WELL15-RAISED HZ	190.00
	553 - SEWER	04/06/23	6550	MARIO SAGREDO ELECT	HICKORY LIFT STATIO	225.00
	553 - SEWER	04/06/23	6550	MARIO SAGREDO ELECT	WW EAST INFLUENT PU	395.24
	887 - SWEETBRIER TOWNHOUSES	04/06/23	6550	MARIO SAGREDO ELECT	SWEETBRIER APT GATE	216.84
23300						\$1,000.00
	400 - WELLNESS CENTER	04/06/23	6111	MARSHALL CHAIREZ	W.C. FACILITY RENTA	1,000.00
23301						\$85.00
	101 - GENERAL FUND	04/06/23	7025	MICHAEL CARRASCO	TRAFFIC COLLISION C	85.00
23302						\$494.17
	101 - GENERAL FUND	04/06/23	5625	NGLIC-SUPERIOR VISI	APRIL 2023 VISION P	494.17
23303						\$100.00
	400 - WELLNESS CENTER	04/06/23	4323	OASIS	W.C. MONITOR SYSTEM	100.00
23304						\$4,572.36
	101 - GENERAL FUND	04/06/23	6673	PACE SUPPLY CORP	BOX SLOAN TRANSFORM	2,879.38
	552 - WATER	04/06/23	6673	PACE SUPPLY CORP	VALVES & ANGLE KEYS	1,100.34
	552 - WATER	04/06/23	6673	PACE SUPPLY CORP	ELBOW COUPLING PACK	592.64
23305						\$2,230.30
	552 - WATER	04/06/23	6498	PACWEST DIRECT	3/9/23 UB LASER PRI	995.43
	552 - WATER	04/06/23	6498	PACWEST DIRECT	3/9/23 DELIQUENT UB	119.72
	553 - SEWER	04/06/23	6498	PACWEST DIRECT	3/9/23 DELIQUENT UB	119.72
	553 - SEWER	04/06/23	6498	PACWEST DIRECT	3/9/23 UB LASER PRI	995.43
23306						\$2,195.75
	101 - GENERAL FUND	04/06/23	272	PITNEY BOWES INC.	POSTAGE METER RENTA	195.75
	101 - GENERAL FUND	04/06/23	272	PITNEY BOWES INC.	POSTAGE METER REFIL	2,000.00
23307						\$652.33
	101 - GENERAL FUND	04/06/23	276	PORTERVILLE RECORDE	ORDINANCE 607	123.98
	600 - CAPITAL IMPROVEMENT	04/06/23	276	PORTERVILLE RECORDE	OLIVE BOWL/KAKU PAR	528.35
23308						\$65,392.70
	552 - WATER	04/06/23	4618	PROVOST & PRITCHARD	WATER FEASIBILITY	66.50
	552 - WATER	04/06/23	4618	PROVOST & PRITCHARD	JAN. WATER RATES	3,224.23
	552 - WATER	04/06/23	4618	PROVOST & PRITCHARD	WELL11 TREATMENT EV	1,290.50
	553 - SEWER	04/06/23	4618	PROVOST & PRITCHARD	JAN. SEWER RATES	3,224.22
	600 - CAPITAL IMPROVEMENT	04/06/23	4618	PROVOST & PRITCHARD	HERMOSA ST REHAB	392.80
	600 - CAPITAL IMPROVEMENT	04/06/23	4618	PROVOST & PRITCHARD	TULARE&FOOTHILL INT	15,104.40
	600 - CAPITAL IMPROVEMENT	04/06/23	4618	PROVOST & PRITCHARD	VARIOUS ROAD IMP 20	19,594.27
	600 - CAPITAL IMPROVEMENT	04/06/23	4618	PROVOST & PRITCHARD	HERMOSA ST REHAB	85.50
	600 - CAPITAL IMPROVEMENT	04/06/23	4618	PROVOST & PRITCHARD	TULARE&FOOTHILL INT	1,633.30
	600 - CAPITAL IMPROVEMENT	04/06/23	4618	PROVOST & PRITCHARD	VARIOUS RD IMPROVEM	20,776.98
23309						\$20,723.35
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE9-VITA-PAKT	162.00
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE11-O'HARA PARC	2,389.90
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE1-GEN PLANNING	99.40
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE55-GP&ZC MISSI	28.40
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE56-VITAPAKT AN	356.28
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE5-2019 GEN ENG	272.80
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE2-PARK ESTATES	1,071.00
	101 - GENERAL FUND	04/06/23	399	QUAD KNOPF,INC.	PHASE10-PALM TERRAC	808.50

101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE11-1001 FRESNO	204.50
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	GEN ENGINEERING SER	3,111.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	1070 N PARKSIDE-DRA	830.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE7-LINDMORE&HAR	298.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE11-GEN ENGINEE	2,065.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE1-GEN ENGINEER	2,276.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE3-WESTWOOD/API	2,357.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE4-LLA 891 FRES	281.00
101 - GENERAL FUND	04/06/23	399	QUAD KNOPF, INC.	PHASE101-MEETING&OT	15.07
263 - TRANSPORTATION	04/06/23	399	QUAD KNOPF, INC.	PHASE8-TRANSIT CENT	1,672.00
600 - CAPITAL IMPROVEMENT	04/06/23	399	QUAD KNOPF, INC.	PHASE8-LINDA VISTA	2,425.50
23310					\$1,812.54
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	SHARPIE, MARKERS, PAP	521.36
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	CALCULATOR, PENCILS	67.03
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	PAPER, COFFEE, TISSU	131.61
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	COFFEE CUPS & LIDS	24.46
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	STAMPS FOR PLANNING	65.23
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	CABLE TIES	35.91
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	ENVELOPES, TAPE, PE	267.27
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	RECLOSABLE BAGS W/HO	28.57
101 - GENERAL FUND	04/06/23	285	QUILL CORPORATION	TRASH BAGS	387.15
400 - WELLNESS CENTER	04/06/23	285	QUILL CORPORATION	BLACK INK & TISSUE	111.09
400 - WELLNESS CENTER	04/06/23	285	QUILL CORPORATION	SMART FAB ROLL 48X4	36.45
552 - WATER	04/06/23	285	QUILL CORPORATION	BATTERIES, PAPER, FOL	108.17
552 - WATER	04/06/23	285	QUILL CORPORATION	NOTEBOOKS	28.24
23311					\$250.00
101 - GENERAL FUND	04/06/23	6602	RAMIRO SERNA	APRIL COUNCIL STIPE	250.00
23312					\$250.00
101 - GENERAL FUND	04/06/23	6603	RAMONA CAUDILLO	APRIL COUNCIL STIPE	250.00
23313					\$1,200.00
400 - WELLNESS CENTER	04/06/23	6998	RONALD ERIK HANSEN	MONTHLY MAINTENANCE	600.00
400 - WELLNESS CENTER	04/06/23	6998	RONALD ERIK HANSEN	W.C.MARCH MAINTENAN	600.00
23314					\$250.00
101 - GENERAL FUND	04/06/23	5511	ROSAENA SANCHEZ	APRIL COUNCIL STIPE	250.00
23315					\$702.00
101 - GENERAL FUND	04/06/23	6266	SEQUOIA DOOR INC	ROLL UP DOORS MECHA	702.00
23316					\$331.82
553 - SEWER	04/06/23	307	SILVAS OIL COMPANY	MOBILGEAR 600 XP 15	331.82
23318					\$81,363.81
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	1,644.57
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	60.80
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	876.91
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	1,066.34
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934-LATE F	197.24
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	1,506.07
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	54.31
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	975.39
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	579.87
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934-LATE F	140.94
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	700141289638-LATE F	74.37
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	700345129983-LATE F	0.48
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	700439853113-LATE F	0.25
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	700477296224-LATE F	0.38
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	700477332697-LATE F	0.50
101 - GENERAL FUND	04/06/23	310	SOUTHERN CA. EDISON	700482892316-LATE F	0.93
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B	84.46
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C	68.79
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A	83.11
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	151 W SAMOA ST LS3D	59.34
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	108 HERMOSA ST PED	12.66
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	108 W. HERMOSA ST L	17.35

261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	269 N SWEETBRIER AV	71.77
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	6,768.81
261 - GAS TAX FUND	04/06/23	310	SOUTHERN CA. EDISON	600001505934	6,470.33
400 - WELLNESS CENTER	04/06/23	310	SOUTHERN CA. EDISON	740 SEQUOIA AVE	6,784.18
552 - WATER	04/06/23	310	SOUTHERN CA. EDISON	600001505934	19,920.03
552 - WATER	04/06/23	310	SOUTHERN CA. EDISON	600001505934	20,272.19
553 - SEWER	04/06/23	310	SOUTHERN CA. EDISON	600001505934	646.77
553 - SEWER	04/06/23	310	SOUTHERN CA. EDISON	600001505934	581.81
553 - SEWER	04/06/23	310	SOUTHERN CA. EDISON	23611 ROAD 196	9,204.24
556 - VITA-PAKT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	602.87
556 - VITA-PAKT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	852.59
883 - SIERRA VIEW ASSESSMENT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	30.97
883 - SIERRA VIEW ASSESSMENT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	28.02
884 - HERITAGE ASSESSMENT DIST	04/06/23	310	SOUTHERN CA. EDISON	600001505934	14.98
886 - SAMOA	04/06/23	310	SOUTHERN CA. EDISON	600001505934	15.55
886 - SAMOA	04/06/23	310	SOUTHERN CA. EDISON	600001505934	14.01
887 - SWEETBRIER TOWNHOUSES	04/06/23	310	SOUTHERN CA. EDISON	600001505934	26.32
887 - SWEETBRIER TOWNHOUSES	04/06/23	310	SOUTHERN CA. EDISON	600001505934	28.74
888 - PARKSIDE	04/06/23	310	SOUTHERN CA. EDISON	600001505934	14.98
888 - PARKSIDE	04/06/23	310	SOUTHERN CA. EDISON	600001505934	13.57
889 - SIERRA VISTA ASSESSMENT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	202.58
889 - SIERRA VISTA ASSESSMENT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	202.58
890 - MAPLE VALLEY ASSESSMENT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	98.23
890 - MAPLE VALLEY ASSESSMENT	04/06/23	310	SOUTHERN CA. EDISON	600001505934	(39.30)
891 - PELOUS RANCH	04/06/23	310	SOUTHERN CA. EDISON	600001505934	488.72
891 - PELOUS RANCH	04/06/23	310	SOUTHERN CA. EDISON	600001505934	488.72
891 - PELOUS RANCH	04/06/23	310	SOUTHERN CA. EDISON	113 W. HICKORY	40.60
891 - PELOUS RANCH	04/06/23	310	SOUTHERN CA. EDISON	1250 PARKSIDE	13.89
23319					\$185.31
101 - GENERAL FUND	04/06/23	6551	CHARTER COMMUNICATI	106076601021423 FEB	85.83
101 - GENERAL FUND	04/06/23	6551	CHARTER COMMUNICATI	106076601031423 MAR	99.48
23320					\$2,237.92
101 - GENERAL FUND	04/06/23	4288	STATE CONTROLLERS O	STREET REPORT FY 21/22	2,237.92
23321					\$756.00
779 - 00-HOME-0487	04/06/23	3634	STATE FARM	A. ANDRADE INSURANCE	756.00
23322					\$4,096.67
101 - GENERAL FUND	04/06/23	6146	SUPERION, LLC	03/01/2023-03/31/2023	1,024.16
552 - WATER	04/06/23	6146	SUPERION, LLC	03/01/2023-03/31/2023	1,024.17
553 - SEWER	04/06/23	6146	SUPERION, LLC	03/01/2023-03/31/2023	1,024.17
554 - REFUSE	04/06/23	6146	SUPERION, LLC	03/01/2023-03/31/2023	1,024.17
23323					\$4,265.82
101 - GENERAL FUND	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.23
101 - GENERAL FUND	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.23
101 - GENERAL FUND	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.23
101 - GENERAL FUND	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.22
101 - GENERAL FUND	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.22
400 - WELLNESS CENTER	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.23
552 - WATER	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.23
553 - SEWER	04/06/23	5755	TELEPACIFIC COMMUNI	03/09/23-04/08/23	533.23
23324					\$33.68
101 - GENERAL FUND	04/06/23	144	THE GAS COMPANY	488 N MT VERNON	16.84
101 - GENERAL FUND	04/06/23	144	THE GAS COMPANY	139 N SWEETBRIER-BB	16.84
23325					\$354.93
400 - WELLNESS CENTER	04/06/23	3396	TK ELEVATOR CORPORA	W.C. ELEVATOR MAINT	354.93
23326					\$285.00
400 - WELLNESS CENTER	04/06/23	1664	TU CO ENVIRONMENTAL	3/1 HAZ MAT CHEM CU	285.00
23327					\$200.00
101 - GENERAL FUND	04/06/23	3511	TULARE COUNTY SHERI	OFFICER JOHN MORENO	100.00
101 - GENERAL FUND	04/06/23	3511	TULARE COUNTY SHERI	OFFICER KEVIN RILEY	100.00

23328						\$200.00
	101 - GENERAL FUND	04/06/23	3511	TULARE COUNTY SHERI	OFFICER CHRIS DEMPS	100.00
	101 - GENERAL FUND	04/06/23	3511	TULARE COUNTY SHERI	OFFICER BRUCE FOX	100.00
23329						\$419.45
	101 - GENERAL FUND	04/06/23	336	TULARE COUNTY TAX C	190 S ELMWOOD-1ST I	419.45
23330						\$15,030.27
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/19/23 JOSHUA DUFF	892.80
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/19/23 NORBERTO GA	892.80
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/19/23 SANDRA MART	907.20
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/19/23 SYDNEY MART	658.44
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/19/23 BRETT MORRI	892.80
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/26/23 JOSHUA DUFF	633.33
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/26/23 NORBERTO GALIN	736.56
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/26/23 SANDRA MART	680.40
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/26/23 SYDNEY MART	624.96
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/26/23 BRETT MORRI	714.24
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	2/26/23 JOSHUA DUFF	122.76
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/5/23 JOSHUA DUFFE	892.80
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/5/23 NORBERTO GAL	647.28
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/5/23 BRETT MORRIS	892.80
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/5/23 SANDRA MARTI	725.76
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/5/23 SANDRA MARTI	181.44
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/5/23 SYDNEY MARTI	658.44
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/19/23 JULISSA LUN	881.64
	101 - GENERAL FUND	04/06/23	5747	USA STAFFING INC.	3/12/23 JULISSA LUN	803.52
	305 - EMERGENCY OPERATIONS	04/06/23	5747	USA STAFFING INC.	3/19/23 LIZETTE ANG	83.70
	305 - EMERGENCY OPERATIONS	04/06/23	5747	USA STAFFING INC.	3/12/23 SILVIA HERN	602.64
	400 - WELLNESS CENTER	04/06/23	5747	USA STAFFING INC.	3/5/23 LIZETTE ANGE	100.44
	400 - WELLNESS CENTER	04/06/23	5747	USA STAFFING INC.	3/5/23 SILVIA HERNA	803.52
23331						\$2,820.65
	552 - WATER	04/06/23	5413	UNIVAR USA INC	SOD HYPO LIQUICHLOR	2,820.65
23332						\$209.49
	552 - WATER	04/06/23	356	USA BLUEBOOK	METER BOX LID LIFTE	601.22
	552 - WATER	04/06/23	356	USA BLUEBOOK	AQUATAP TAPPPING KI	(1,289.58)
	553 - SEWER	04/06/23	356	USA BLUEBOOK	NALGE SS FILTER	377.95
	553 - SEWER	04/06/23	356	USA BLUEBOOK	NALGE SS FILTER	80.06
	553 - SEWER	04/06/23	356	USA BLUEBOOK	SS FILTER FORCEPS	80.06
	553 - SEWER	04/06/23	356	USA BLUEBOOK	SS SWIVEL DIPPER	359.78
23333						\$675.63
	101 - GENERAL FUND	04/06/23	6988	UTILITY COST MANAGE	CITY BALLPARK	278.35
	101 - GENERAL FUND	04/06/23	6988	UTILITY COST MANAGE	CITY BALLPARK/BASEB	5.33
	101 - GENERAL FUND	04/06/23	6988	UTILITY COST MANAGE	SWEETBRIAR/SAMOA IR	4.11
	101 - GENERAL FUND	04/06/23	6988	UTILITY COST MANAGE	139 SWEETBRIER	381.47
	887 - SWEETBRIER TOWNHOUSES	04/06/23	6988	UTILITY COST MANAGE	275 N. SWEETBRIAR	6.37
23334						\$172.53
	101 - GENERAL FUND	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	41.98
	101 - GENERAL FUND	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	21.76
	101 - GENERAL FUND	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	21.76
	101 - GENERAL FUND	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	21.76
	552 - WATER	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	21.76
	553 - SEWER	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	21.76
	554 - REFUSE	04/06/23	1041	VERIZON WIRELESS	642065758-00003 FEB	21.75
23335						\$787.92
	261 - GAS TAX FUND	04/06/23	368	VOLLMER EXCAVATION,	TRUCK LOAD OF DG	470.06
	305 - EMERGENCY OPERATIONS	04/06/23	368	VOLLMER EXCAVATION,	TRUCK LOAD OF SAND	317.86
23336						\$775.15
	552 - WATER	04/06/23	4716	WALO'S AUTO REPAIR	WELL15 GENERATOR FU	775.15
23337						\$444.29
	101 - GENERAL FUND	04/06/23	612	WEISENBERGERS ACE H	VALVE CLOSET SLOAN	229.41
	101 - GENERAL FUND	04/06/23	612	WEISENBERGERS ACE H	TIEL CEIL PLATES	214.88

23338						\$275.00
	101 - GENERAL FUND	04/06/23	4068	YOLANDA FLORES	APRIL COUNCIL STIPE	275.00
23339						\$7,850.00
	306 - COVID-19 ARPA FUND	04/06/23	6975	PLATINUM ENGINEERIN	FIRE DAMAGE SITE VI	7,850.00
23340						\$517.56
	101 - GENERAL FUND	04/13/23	4660	CITY OF LINDSAY	DED:052 WELLNESS	31.84
	101 - GENERAL FUND	04/13/23	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
23341						\$106.60
	101 - GENERAL FUND	04/13/23	3192	SEIU LOCAL 521	DED:DUES UNION DUES	106.60
23342						\$7,904.42
	101 - GENERAL FUND	04/13/23	6452	GREAT-WEST TRUST	DED:ROTH ROTH	507.60
	101 - GENERAL FUND	04/13/23	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,402.57
	101 - GENERAL FUND	04/13/23	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,152.42
	101 - GENERAL FUND	04/13/23	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,841.83
23343						\$41.58
	101 - GENERAL FUND	04/13/23	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
23344						\$94.59
	101 - GENERAL FUND	04/13/23	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	94.59
23345						\$370.48
	101 - GENERAL FUND	04/13/23	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	370.48
23346						\$465.70
	101 - GENERAL FUND	04/13/23	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	465.70
23347						\$75.00
	101 - GENERAL FUND	04/17/23	7039	ANGIE ESPINOZA	ARBOR DEPOSIT REFUND	75.00
23348						\$281.68
	101 - GENERAL FUND	04/17/23	3428	AT&T MOBILITY	P.S.287297286867APR	80.48
	101 - GENERAL FUND	04/17/23	3428	AT&T MOBILITY	C.S.287297286867APR	40.24
	101 - GENERAL FUND	04/17/23	3428	AT&T MOBILITY	C.M.287297286867APR	40.24
	101 - GENERAL FUND	04/17/23	3428	AT&T MOBILITY	F.D.287297286867APR	40.24
	101 - GENERAL FUND	04/17/23	3428	AT&T MOBILITY	H.R.287297286867APR	40.24
	400 - WELLNESS CENTER	04/17/23	3428	AT&T MOBILITY	W.C.287297286867APR	40.24
23349						\$1.69
	552 - WATER	04/17/23	7033	BARRAZA ALISANDRO	REFUND CLOSED UB AC	1.69
23350						\$87.00
	400 - WELLNESS CENTER	04/17/23	5013	BUZZ KILL PEST CONT	W.C. PEST SERVICES	87.00
23351						\$828.68
	101 - GENERAL FUND	04/17/23	3056	CALIFORNIA TURF EQU	BATTERY-RIDING LAWN	72.26
	305 - EMERGENCY OPERATIONS	04/17/23	3056	CALIFORNIA TURF EQU	WATER, TRASH PUMP	(1,948.49)
	305 - EMERGENCY OPERATIONS	04/17/23	3056	CALIFORNIA TURF EQU	WATER,TRASH PUMP&HO	2,354.57
	305 - EMERGENCY OPERATIONS	04/17/23	3056	CALIFORNIA TURF EQU	TRIMMERS, SPRING GO	350.34
23352						\$54.89
	552 - WATER	04/17/23	7031	CANO MERCEDES	REFUND CLOSED UB AC	54.89
23353						\$100.00
	101 - GENERAL FUND	04/17/23	7029	CELSA AZERNITSKY	ARBOR DEPOSIT REFUN	100.00
23354						\$1,001.43
	101 - GENERAL FUND	04/17/23	076	CENTRAL VALLEY BUSI	#10 WINDOW ENVELOPE	200.28
	101 - GENERAL FUND	04/17/23	076	CENTRAL VALLEY BUSI	#10 WINDOW ENVELOPE	200.28
	552 - WATER	04/17/23	076	CENTRAL VALLEY BUSI	#10 WINDOW ENVELOPE	200.29
	553 - SEWER	04/17/23	076	CENTRAL VALLEY BUSI	#10 WINDOW ENVELOPE	200.29
	554 - REFUSE	04/17/23	076	CENTRAL VALLEY BUSI	#10 WINDOW ENVELOPE	200.29
23355						\$975.00
	400 - WELLNESS CENTER	04/17/23	6090	CLEAN CUT LANDSCAPE	W.C. MARCH LANDSCAP	975.00
23356						\$3,245.00
	101 - GENERAL FUND	04/17/23	091	CONSOLIDATED TESTIN	SENIOR CENTER SOIL	3,245.00
23357						\$95.25
	101 - GENERAL FUND	04/17/23	102	CULLIGAN	#53249 F.D. MARCH	43.50
	101 - GENERAL FUND	04/17/23	102	CULLIGAN	#53249 H.R. MARCH	17.75
	101 - GENERAL FUND	04/17/23	102	CULLIGAN	#53249 C.M. MARCH	10.50
	400 - WELLNESS CENTER	04/17/23	102	CULLIGAN	W.C. 860 N SEQUIOA	23.50
23358						\$2,227.61
	553 - SEWER	04/17/23	5741	CUMMINS SALES & SER	TONYVILLE, LOAD BAN	2,227.61

23359						\$100.00
	101 - GENERAL FUND	04/17/23	7040	DARLENE LOPEZ	ARBOR DEPOSIT REFUN	100.00
23360						\$89,360.00
	101 - GENERAL FUND	04/17/23	2540	DEPT.OF HOUSING & C	PAYMENT #4	89,360.00
23361						\$75.00
	400 - WELLNESS CENTER	04/17/23	6973	ELIZABETH GUND	MARCH YOGA CLASSES	75.00
23362						\$4,661.50
	101 - GENERAL FUND	04/17/23	5803	EMD NETWORKING SERV	APRIL IT SERVICES	4,661.50
23363						\$75.00
	101 - GENERAL FUND	04/17/23	7041	EMILY PRECIADO	ARBOR DEPOSIT REFUN	75.00
23364						\$3,268.70
	552 - WATER	04/17/23	137	FRIANT WATER AUTHOR	FKC OM&R COSTS	2,097.00
	552 - WATER	04/17/23	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS	1,171.70
23365						\$1,413.11
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2650	23.31
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2652	46.61
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2656	46.61
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2662	61.62
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-188-3200	5.34
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-188-3200	5.34
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	562-2512	182.13
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2650	23.31
	101 - GENERAL FUND	04/17/23	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2650	23.31
	552 - WATER	04/17/23	6010	FRONTIER COMMUNICAT	209-150-2936	84.82
	552 - WATER	04/17/23	6010	FRONTIER COMMUNICAT	209-188-3200	5.34
	552 - WATER	04/17/23	6010	FRONTIER COMMUNICAT	562-1552	128.48
	552 - WATER	04/17/23	6010	FRONTIER COMMUNICAT	562-7131	158.64
	553 - SEWER	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2650	23.31
	553 - SEWER	04/17/23	6010	FRONTIER COMMUNICAT	209-188-3200	5.33
	553 - SEWER	04/17/23	6010	FRONTIER COMMUNICAT	209-150-3621	120.99
	553 - SEWER	04/17/23	6010	FRONTIER COMMUNICAT	562-7132	373.41
	553 - SEWER	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2654	46.61
	553 - SEWER	04/17/23	6010	FRONTIER COMMUNICAT	209-151-2655	46.61
23366						\$1,251.15
	305 - EMERGENCY OPERATIONS	04/17/23	1925	FRUIT GROWERS SUPPL	PUMPS,HOSES,CLAMPS	585.73
	305 - EMERGENCY OPERATIONS	04/17/23	1925	FRUIT GROWERS SUPPL	TRIMMER,BLOWER,PUMP	665.42
23367						\$4.60
	552 - WATER	04/17/23	7034	GARZA LORRAINE	REFUND CLOSED UB AC	4.60
23368						\$25.00
	400 - WELLNESS CENTER	04/17/23	6093	GFIT	MARCH CHAIR FITNESS	25.00
23369						\$9,459.11
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:CITY SERVICE	956.25
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:CITY COUNCIL	2,775.00
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:POLICE DEPT.	112.50
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:CITY CLERK	1,182.92
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:CITY MANAGER	1,847.50
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:CITY ATTORNE	110.99
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:PLANNING DEP	2,413.95
	101 - GENERAL FUND	04/17/23	5647	GRISWOLD,LASSALLE,C	MATTER:CITY	60.00
23370						\$6,661.47
	305 - EMERGENCY OPERATIONS	04/17/23	3576	HDS WHITE CAP CONST	EMPTY SAND BAGS	3,751.88
	305 - EMERGENCY OPERATIONS	04/17/23	3576	HDS WHITE CAP CONST	DEBRIS CLEANUP SUPP	1,361.25
	305 - EMERGENCY OPERATIONS	04/17/23	3576	HDS WHITE CAP CONST	DEBRIS CLEANUP SUPP	1,548.34
23371						\$1,826.76
	101 - GENERAL FUND	04/17/23	1391	HOME DEPOT	EVERBILT HOOK & RAI	216.29
	101 - GENERAL FUND	04/17/23	1391	HOME DEPOT	CIRCUIT BREAKER FIN	54.59
	101 - GENERAL FUND	04/17/23	1391	HOME DEPOT	PATCH PANEL W/MOUNT	48.23
	305 - EMERGENCY OPERATIONS	04/17/23	1391	HOME DEPOT	SAND BAGS	1,507.65
23372						\$12,798.63
	305 - EMERGENCY OPERATIONS	04/17/23	180	INGRAM EQUIPMENT CO	REPLACED PUMP-HICKO	12,798.63

23373						\$100.00
	101 - GENERAL FUND	04/17/23	6771	IRMA DURAN	ARBOR DEPOSIT REFUN	100.00
23374						\$75.00
	101 - GENERAL FUND	04/17/23	7036	JAVIER JACUINDE	ARBOR DEPOSIT REFUN	75.00
23375						\$75.00
	101 - GENERAL FUND	04/17/23	7028	JESUS CHAVEZ	ARBOR DEPOSIT REFUN	75.00
23376						\$100.00
	101 - GENERAL FUND	04/17/23	7037	JOANNA MURILLO	ARBOR DEPOSIT REFUN	100.00
23377						\$194.00
	101 - GENERAL FUND	04/17/23	7035	JOSE VASQUEZ	ARBOR DEPOSIT REFUN	100.00
	101 - GENERAL FUND	04/17/23	7035	JOSE VASQUEZ	CANCELLED ARBOR REN	94.00
23378						\$75.00
	101 - GENERAL FUND	04/17/23	7038	JOSEFA NAVARRO	ARBOR DEPOSIT REFUN	75.00
23379						\$1,170.00
	553 - SEWER	04/17/23	5335	JUAN GOMEZ	MARCH WWTP-OPERATIO	1,170.00
23380						\$5,753.57
	305 - EMERGENCY OPERATIONS	04/17/23	5542	KRC SAFETY CO., INC	STREET SIGNS/BARRIC	5,753.57
23381						\$762.00
	101 - GENERAL FUND	04/17/23	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001J	28.50
	101 - GENERAL FUND	04/17/23	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00008F	733.50
23382						\$1,285.20
	101 - GENERAL FUND	04/17/23	6225	LIFTOFF LLC	OFFICE 365 LICENSE	1,285.20
23383						\$400.00
	101 - GENERAL FUND	04/17/23	2639	LINDSAY DOLLARS FOR	DOLLARS FOR SCHOLAR	400.00
23384						\$1,950.00
	400 - WELLNESS CENTER	04/17/23	6260	LLEON SERVICES	W.C. CHEM BALANCE	1,950.00
23385						\$3,776.21
	261 - GAS TAX FUND	04/17/23	6550	MARIO SAGREDO ELECT	ELMWOOD&HONOLULU BO	200.88
	305 - EMERGENCY OPERATIONS	04/17/23	6550	MARIO SAGREDO ELECT	CITY HALL CORRIDOR	104.70
	305 - EMERGENCY OPERATIONS	04/17/23	6550	MARIO SAGREDO ELECT	TONYVILLE LIFT STAT	190.00
	400 - WELLNESS CENTER	04/17/23	6550	MARIO SAGREDO ELECT	W.C. RESTROOMS SIGN	3,280.63
23386						\$14,823.45
	600 - CAPITAL IMPROVEMENT	04/17/23	6639	MOORE IACOFANO GOLT	FEB. OLIVE BOWL AAS	14,823.45
23387						\$560.00
	101 - GENERAL FUND	04/17/23	6437	MORINDA MEDICAL GRO	FEBRUARY 2023 CLAIM	560.00
23388						\$1,028.27
	101 - GENERAL FUND	04/17/23	7019	NUTRIEN AG SOLUTION	GLYPHOSATE	1,028.27
23389						\$13.95
	101 - GENERAL FUND	04/17/23	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
23390						\$349.00
	400 - WELLNESS CENTER	04/17/23	7030	ON TIME SPORTS	LHS 2023 FALL POSTE	349.00
23391						\$255.00
	101 - GENERAL FUND	04/17/23	3260	PACIFIC EMPLOYERS	QTLY MEMBERSHIP	255.00
23392						\$8.31
	552 - WATER	04/17/23	7032	PLASCENCIA MEDINA G	REFUND CLOSED UB AC	8.31
23393						\$3,181.53
	101 - GENERAL FUND	04/17/23	6991	PREMIER ACCESS INSU	APRIL 2023 DENTAL P	3,181.53
23394						\$10,853.50
	305 - EMERGENCY OPERATIONS	04/17/23	5684	QUIK-ROOTER	PUMP LIFT STATION	8,942.50
	553 - SEWER	04/17/23	5684	QUIK-ROOTER	VACCUM MUD-295 LIND	1,911.00
23395						\$449.19
	101 - GENERAL FUND	04/17/23	285	QUILL CORPORATION	MARKERS & STAPLES	47.38
	101 - GENERAL FUND	04/17/23	285	QUILL CORPORATION	WALL CALENDAR	28.26
	101 - GENERAL FUND	04/17/23	285	QUILL CORPORATION	CALLIGRAPHY MARKERS	18.04
	101 - GENERAL FUND	04/17/23	285	QUILL CORPORATION	TAPE,BINDER CLIPS,P	108.03
	101 - GENERAL FUND	04/17/23	285	QUILL CORPORATION	PENS, BATTERIES,CUP	139.76
	101 - GENERAL FUND	04/17/23	285	QUILL CORPORATION	STAMP, STICK NOTES	107.72
23396						\$5,000.00
	552 - WATER	04/17/23	6095	RALPH GUTIERREZ WAT	CPO WATER TREATMENT	2,500.00
	553 - SEWER	04/17/23	6095	RALPH GUTIERREZ WAT	CPO SEWER TREATMENT	2,500.00

23397						\$165.00
	400 - WELLNESS CENTER	04/17/23	3622	RLH FIRE PROTECTION	FIRE SPRINKLER INSP	165.00
23398						\$3,246.91
	101 - GENERAL FUND	04/17/23	5537	ROBERT MARKS PLUMBI	RESTROOM FLUSH VALV	3,246.91
23399						\$8,694.82
	101 - GENERAL FUND	04/17/23	310	SOUTHERN CA. EDISON	700141289638-LATE F	55.49
	553 - SEWER	04/17/23	310	SOUTHERN CA. EDISON	23611 RD 196 WWTP	8,639.33
23400						\$25.00
	101 - GENERAL FUND	04/17/23	6608	STAFF-WORTHY	COVID ADMIN TEST	25.00
23401						\$361.64
	101 - GENERAL FUND	04/17/23	6703	STERICYCLE INC	F.D. MARCH SHRED-IT	125.79
	101 - GENERAL FUND	04/17/23	6703	STERICYCLE INC	P.S. MARCH SHRED-IT	235.85
23402						\$4,506.34
	101 - GENERAL FUND	04/17/23	6146	SUPERION, LLC	04/01/23-04/30/23	1,126.58
	552 - WATER	04/17/23	6146	SUPERION, LLC	04/01/23-04/30/23	1,126.59
	553 - SEWER	04/17/23	6146	SUPERION, LLC	04/01/23-04/30/23	1,126.59
	554 - REFUSE	04/17/23	6146	SUPERION, LLC	04/01/23-04/30/23	1,126.58
23403						\$13,105.54
	101 - GENERAL FUND	04/17/23	518	TCAG	MEASURE R MARCH 202	13,105.54
23404						\$100.00
	101 - GENERAL FUND	04/17/23	6772	TERESA HIGAREDA	ARBOR DEPOSIT REFUN	100.00
23405						\$91,346.30
	600 - CAPITAL IMPROVEMENT	04/17/23	6974	TERRA WEST CONSTRUC	HERMOSA IMPROVEMENT	91,346.30
23406						\$102,666.88
	600 - CAPITAL IMPROVEMENT	04/17/23	6974	TERRA WEST CONSTRUC	HERMOSA IMPROVEMENT	102,666.88
23407						\$7,807.49
	101 - GENERAL FUND	04/17/23	144	THE GAS COMPANY	140 N MIRAGE	338.12
	101 - GENERAL FUND	04/17/23	144	THE GAS COMPANY	251 E HONOLULU	742.15
	101 - GENERAL FUND	04/17/23	144	THE GAS COMPANY	185 N GALE HILL	502.81
	400 - WELLNESS CENTER	04/17/23	144	THE GAS COMPANY	740 SEQUOIA BLDG	466.16
	400 - WELLNESS CENTER	04/17/23	144	THE GAS COMPANY	740 SEQUOIA POOL	5,758.25
23408						\$354.93
	400 - WELLNESS CENTER	04/17/23	3396	TK ELEVATOR CORPORA	W.C. ELEVATOR MAINT	354.93
23409						\$69.96
	101 - GENERAL FUND	04/17/23	6413	TRANS UNION LLC	01/26/23-02/25/23 S	69.96
23410						\$12,743.12
	305 - EMERGENCY OPERATIONS	04/17/23	1513	UNITED RENTALS, INC	MESH VESTS	203.57
	305 - EMERGENCY OPERATIONS	04/17/23	1513	UNITED RENTALS, INC	PUMPS&HOSE POND BAS	12,539.55
23411						\$21,393.92
	305 - EMERGENCY OPERATIONS	04/17/23	5747	USA STAFFING INC.	3/26/23 TEMP STAFF	167.40
	305 - EMERGENCY OPERATIONS	04/17/23	5747	USA STAFFING INC.	4/2/23 TEMP STAFF	245.52
	305 - EMERGENCY OPERATIONS	04/17/23	5747	USA STAFFING INC.	3/12/23 TEMP STAFF	83.70
	305 - EMERGENCY OPERATIONS	04/17/23	5747	USA STAFFING INC.	3/19/23 TEMP STAFF	9,471.26
	305 - EMERGENCY OPERATIONS	04/17/23	5747	USA STAFFING INC.	3/26/23 TEMP STAFF	11,426.04
23412						\$3,715.33
	101 - GENERAL FUND	04/17/23	368	VOLLMER EXCAVATION,	PARCEL MAP#23-01 SU	58.00
	305 - EMERGENCY OPERATIONS	04/17/23	368	VOLLMER EXCAVATION,	COLD MIX FOR POTHOL	1,282.25
	305 - EMERGENCY OPERATIONS	04/17/23	368	VOLLMER EXCAVATION,	TRUCK LOAD OF SAND	317.86
	305 - EMERGENCY OPERATIONS	04/17/23	368	VOLLMER EXCAVATION,	TRUCK LOAD OF SAND	317.86
	305 - EMERGENCY OPERATIONS	04/17/23	368	VOLLMER EXCAVATION,	TRANSFER LOAD OF DG	391.94
	305 - EMERGENCY OPERATIONS	04/17/23	368	VOLLMER EXCAVATION,	TRUCK LOAD COLD MIX	1,347.42
23413						\$1,072.89
	101 - GENERAL FUND	04/17/23	612	WEISENBERGERS ACE H	CEILING TILES	752.33
	101 - GENERAL FUND	04/17/23	612	WEISENBERGERS ACE H	TIE-DOWN	31.67
	101 - GENERAL FUND	04/17/23	612	WEISENBERGERS ACE H	FEBRUARY LATE FEE	15.74
	101 - GENERAL FUND	04/17/23	612	WEISENBERGERS ACE H	MARCH LATE FEE	10.38
	101 - GENERAL FUND	04/17/23	612	WEISENBERGERS ACE H	PAINT	106.28
	101 - GENERAL FUND	04/17/23	612	WEISENBERGERS ACE H	BRUSH, PAINT	141.21
	553 - SEWER	04/17/23	612	WEISENBERGERS ACE H	PIN HITCH	15.28
EDD407						\$3,985.30
	101 - GENERAL FUND	04/07/23	687	STATE OF CALIFORNIA	EDD PR PD 4/07/2023	3,985.30

IRS407						\$31,203.44
101 - GENERAL FUND	04/07/23	2011	INTERNAL REVENUE SE	941 PR PD 4/07/2023		19,920.04
101 - GENERAL FUND	04/07/23	2011	INTERNAL REVENUE SE	941 PR PD 4/07/2023		11,283.40

SUMMARY BY FUNDING SOURCE

101 - GENERAL FUND						416,241.39
261 - GAS TAX FUND						26,255.16
263 - TRANSPORTATION						1,672.00
305 - EMERGENCY OPERATIONS						91,105.51
306 - COVID-19 ARPA FUND						7,850.00
400 - WELLNESS CENTER						61,530.11
552 - WATER						71,813.92
553 - SEWER						50,990.28
554 - REFUSE						8,548.30
556 - VITA-PAKT						2,156.55
600 - CAPITAL IMPROVEMENT						292,526.10
700 - CDBG REVOLVING LN FUND						688.82
720 - HOME REVOLVING LN FUND						128,962.25
779 - 00-HOME-0487						756.00
781 - CAL HOME RLF						1,500.14
883 - SIERRA VIEW ASSESSMENT						1,356.99
884 - HERITAGE ASSESSMENT DIST						329.98
886 - SAMOA						72.56
887 - SWEETBRIER TOWNHOUSES						1,031.27
888 - PARKSIDE						253.55
889 - SIERRA VISTA ASSESSMENT						502.16
890 - MAPLE VALLEY ASSESSMENT						113.93
891 - PELOUS RANCH						1616.93
TOTAL						\$ 1,167,873.90



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-08

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY REAFFIRMING THE EXISTENCE OF A LOCAL DISASTER

MEETING At a regular meeting of the City of Lindsay City Council held on April 25, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the Emergency Services Act, Government Code sections 8558(c) and 8630 authorize the proclamation of a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist; and

WHEREAS, pursuant to Government Code section 8630, such an emergency may be proclaimed by the governing body or by an official designated by ordinance adopted by the governing body; and

WHEREAS, Chapter 2.44.100 of the Municipal Code of the City of Lindsay empowers the Director of Disaster to proclaim the existence of a local disaster as well as:

- To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the disaster; provided, however, that the rules and regulations must be confirmed at the earliest practicable time by the disaster council.
- To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.
- To require emergency services of any city officer or employee, and in the event of the proclamation of a state of extreme emergency or disaster by the Governor or County in the region in which the city is located, to commandeer the aid of as many citizens as they think necessary in the execution of their duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster worker volunteers.
- To requisition necessary personnel or material of any city department or agency.
- To execute all of the special powers conferred upon them by chapter 2.44.100 or by resolution adopted pursuant to this chapter, all powers conferred upon them by any statute, by agreement approved by the city council, or by any other lawful authority.
- To exercise complete authority over the city and to exercise all police power vested in the city by the constitution and general law, if all members of the city council are unavailable.

WHEREAS, the Emergency Services Act, Government Code sections 8558(c) and 8630(c) authorize the reaffirmance of a local emergency at least once every 60 days until the governing body terminates the local emergency; and

RESOLUTION NO. 23-08
Page 1 of 3



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

WHEREAS, on March 14, 2023, pursuant to Chapter 2.44.100 of the Municipal Code of the City of Lindsay, the City Manager, acting as the Director of Emergency Services, found that:

- That conditions of extreme peril to the safety of persons and property have arisen within said City, caused by excessive past and expected rainfall, snowfall, and uncontrollable waters coming from the mountain.

WHEREAS, on March 16, 2023, the Lindsay City Council reviewed and ratified the proclamation of the existence of a local disaster via Resolution No. 23-06; and

WHEREAS, the City Manager, acting as the Director of Emergency Services finds that said conditions still exist.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES
HEREBY RESOLVE AS FOLLOWS:**

- SECTION 1. That a local emergency still exists throughout the City of Lindsay.
- SECTION 2. Said existence of a local emergency is hereby reaffirmed by the Lindsay City Council.
- SECTION 3. That the City Council hereby proclaims that the existence of a local disaster is exists and will be re-evaluated at the next regular meeting of the City Council.

BE IT FURTHER RESOLVED:

That during the existence of said local emergency; the powers, functions, and duties or the emergency organization of the City of Lindsay shall be those prescribed by State Law, by Ordinance, and Resolutions of the City of Lindsay, and by the City of Lindsay Emergency Plan.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	April 25, 2023
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

FRANCESCA QUINTANA
CITY CLERK

HIPOLITO A. CERROS
MAYOR



STAFF REPORT

TO: Lindsay City Council
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager
Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 10.4
MEETING DATE: April 25, 2023

ACTION & RECOMMENDATION

Public Risk Innovation, Solutions, and Management

- A. Consider Minute Order Approval of Resolution No. 23-09, A Resolution of the City Council of the City of Lindsay to Join Public Risk Innovation, Solutions, and Management and Authorize City Manager to Execute any Documents Thereto
- B. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Joint Powers Agreement and Authorize City Manager to Execute any Documents Thereto
- C. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Property Program Memorandum of Understanding and Authorize City Manager to Execute any Documents Thereto
- D. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Excess Liability Program Memorandum of Understanding and Authorize City Manager to Execute any Documents Thereto
- E. Consider Minute Order Approval of Public Risk Innovation, Solutions, and Management Excess Workers' Compensation Program and Authorize City Manager to Execute any Documents Thereto
- F. Consider Minute Order Approval of Application for Permanent Certificate of Consent to Self-Insure for Interim Self-Insurer and Authorize City Manager to Execute any Documents Thereto

- G. Consider Minute Order Approval of Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer and Authorize City Manager to Execute any Documents Thereto
- H. Consider Minute Order Authorization of Resolution No. 23-10, A Resolution of the City Council of the City of Lindsay Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities and Authorize City Manager to Execute any Documents Thereto

City Staff recommends that the City Council approve the above referenced governing documents so that the City may begin the onboarding process with PRISM for above referenced services/programs as well as ensure continuity in the City's day-to-day insurance services and needs.

BACKGROUND | ANALYSIS

On December 13, 2022, the Lindsay City Council passed and adopted Resolution No. 22-64 authorizing the withdrawal from the Central San Joaquin Valley Risk Management Authority (CSJVRMA) based on the City's desire to acquire expanded services, better customer service, and more flexibility. Following the approval and passage of Resolution No. 22-64, the City formally notified CSJVRMA in writing regarding its intent to withdraw from the CSJVRMA effective June 30, 2023.

The City then met and received quotes from various authorities for such programs including, but not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative 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.

Based on the quotes, scopes of work/services, and references that were received by the City from various authorities, City Staff recommend the following.

- Passing a Resolution to join Public Risk Innovation, Solutions, and Management (PRISM) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined.
- Entering into a Joint Powers Agreement (JPA) with PRISM.
- Entering into a Memorandum of Understanding (MOU) for the Property Program.
- Entering into a Memorandum of Understanding (MOU) for the Excess Liability Program.
- Entering into a Memorandum of Understanding (MOU) for the Excess Workers' Compensation Program.
- Submitting an Application for Permanent Certificate of Consent to Self-Insure for Interim Self-Insurer.
- Submitting an Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer.

- Adopt a Resolution Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities.

FISCAL IMPACT

The City can expect to see approximately \$50,000 in savings by joining PRISM for the same services/programs currently rendered through CSJVRMA.

ATTACHMENTS

- Resolution No. 23-09
- PRISM Joint Powers Agreement (JPA)
- PRISM Bylaws
- PRISM Property Program Memorandum of Understanding (MOU)
- PRISM Excess Liability Program Memorandum of Understanding (MOU)
- PRISM Excess Workers' Compensation Program Memorandum of Understanding (MOU)
- Application for Permanent Certificate of Consent to Self-Insure for Interim Self-Insurer
- Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer
- Resolution No. 23-10



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-09

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO JOIN PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on April 25, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of Lindsay desires to join together with the members of the Public Risk Innovation, Solutions, and Management (PRISM) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, PRISM has determined that it is necessary for each member of PRISM to delegate to a person(s) or position(s) authority to act on the member's behalf in matters relating to the member and PRISM;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lindsay that said City Council does hereby approve becoming a member of the Public Risk Innovation, Solutions, and Management, authorizes execution of the Public Risk Innovation, Solutions, and Management Joint Powers Agreement, and except as to actions that must be approved by the City Council of the City of Lindsay, the City Manager, or in their absence, the Human Resources/Risk Manager is hereby appointed to act in all matters relating to the member and PRISM.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. The above recitals are all true and correct.
- SECTION 2. The City Council hereby authorizes and empowers the City Manager to execute in the name of the City of Lindsay all documents thereto that may be necessary.
- SECTION 3. This Resolution shall take effect immediately upon its adoption.
- SECTION 4. The Mayor or presiding officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council to the City of

RESOLUTION NO. 23-09
Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	April 25, 2023
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

FRANCESCA QUINTANA
CITY CLERK

HIPOLITO A. CERROS
MAYOR



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

**JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, 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 such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative 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.

ARTICLE 3 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

**ARTICLE 5
CREATION OF PRISM**

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

**ARTICLE 6
POWERS OF PRISM**

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7
BOARD OF DIRECTORS**

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

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

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

**ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS**

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

- (a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:
- (1) Workers' compensation;
 - (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
 - (3) Comprehensive automobile liability;
 - (4) Hospital malpractice liability;
 - (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

- (b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.
- (1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.
 - (2) **Premium Surcharge**
 - (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.
- PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
- (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

**ARTICLE 17
RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

**ARTICLE 18
ADMINISTRATION OF CLAIMS**

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.
- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

**ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION**

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

**ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS**

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

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

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

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

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:



Adopted: September 11, 1980
Last Amended: June 7, 2013

BYLAWS OF PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)

ARTICLE I. DEFINITIONS

The definitions of terms used in these Bylaws shall be the same as are contained in the Agreement Creating Public Risk Innovation, Solutions, and Management, hereinafter called the Agreement, unless otherwise expressly provided.

ARTICLE II. OFFICES

PRISM's principal office for the transaction of business is located at 75 Iron Point Circle, Folsom, California. The Board of Directors may change the location of the principal office from time to time.

The Board may establish one or more subordinate offices at any place or places where PRISM is qualified to do business.

ARTICLE III. MEETINGS OF THE BOARD OF DIRECTORS

1. Regular Meetings

(a) Time Held – The Board of Directors shall hold a minimum of three meetings per year. These meetings should, if at all possible, be scheduled at least one year prior to each meeting. Unless otherwise changed by a majority vote of the Board of Directors at a regular meeting, these meetings shall be held at 8:30 a.m. on the first Friday of March, June, and October. Should any of these days fall upon a legal holiday, the meeting of the Board shall be held on the same day of the following week.

(b) Business to be Transacted – At the second yearly regular meeting, the Board shall review, modify if necessary, and adopt the annual operating budget of PRISM. At the last yearly regular meeting, the Board shall elect officers and Executive Committee members, as required by the Agreement and these Bylaws. At any meetings, the Board may transact any other business within its powers, and receive reports of the operations and affairs of PRISM.

(c) Notice – Written notice of each regular meeting of the Board shall be delivered to each director and/or alternate director at least seven (7) days in advance of the meeting. The notice shall specify:

- i. The place, date and hour of the meeting.
- ii. Those matters which are intended to be presented for action by the Board.

- iii. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of PRISM, or any other matter substantially affecting the rights and obligations of the members.
- iv. If officers and Executive Committee members are to be elected, the names of the persons nominated for such positions at the time the notice is sent.

2. Special Meetings

A special meeting of the Board of Directors, and/or of the participating members in any insurance program, may be called at any time by the President of the Board, or by a majority of the members of the Board or such participating members, subject to the requirement for 24 hour written notice to the members, participating members and to requesting representatives of the media provided in Section 54956 of the California Government Code. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

3. Annual Meeting of Public Entity Members

(a) The Public Entity members of PRISM shall hold at least one meeting each year. Members attending shall be reimbursed expenses in accordance with PRISM policy.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of annual meetings of the Public Entity members, and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.

(c) The annual meeting of the Public Entity members shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

4. Place of Meeting

Each regular or special meeting of the Board of Directors or participating members in any insurance program shall be held at a place within the State of California designated by the Board of Directors at its preceding meeting, or if no such designation is made, as designated by the Executive Committee or the President of the Board.

5. Adjourned Meetings

The Board of Directors may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be transacted.

A copy of the order for adjournment shall be posted as required by Section 54955 of the Government Code. No other notice of an adjourned meeting shall be necessary, unless

the adjournment is for a period of 30 days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE IV. THE EXECUTIVE COMMITTEE

1. Membership

The eleven member Executive Committee shall consist of: President, Vice President, one county CAO, one county Risk Manager, one financially-oriented member (preferably with investment background) from a member county but not necessarily a member of the Board, one county Supervisor, two members from the public entity Board members, and the balance shall be elected at large. The immediate Past President shall also be a member of the Executive Committee, but shall serve in an advisory capacity only. If the Past President is elected to the Executive Committee for a term immediately succeeding his/her term as President, then the position of Past President shall remain vacant until filled in accordance with these Bylaws. The Executive Committee shall appoint Legal Counsel who shall serve in an advisory capacity to the Board of Directors and the Executive Committee.

If a specific category is not able to be filled, then the Board of Directors will fill from within its own membership.

Any duly appointed or elected member of the Board may be elected by the Board to serve as President or Vice President, provided however, that in no event shall there be more than two public entity directors on the Executive Committee.

2. Terms of Office

The terms of office of the nine non-officer members of the Executive Committee shall be for two (2) years, or as otherwise provided for in the Agreement. The term of office for the immediate Past President shall be for one (1) year.

3. Removal, Vacancies and Alternates

The Board of Directors may remove any or all non-officer members from the Executive Committee at any time.

A vacancy in any non-officer position on the Executive Committee, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board. Pending action by the Board, the remaining members of the Executive Committee may fill a vacancy on an interim basis, except in the case of a vacancy caused by removal, which may only be filled by the Board.

The alternate director for a director who is a member of the Executive Committee may attend and participate in a meeting of the Committee as the representative of the member, but may not vote.

Continued membership of any Executive Committee member who misses more than 50% of the meetings in any calendar year or who misses two consecutive meetings may be reviewed by the Executive Committee with any removal recommendations to be made to the Board of Directors.

4. Meetings

The Executive Committee shall meet on the first Thursday of every month, or on the call of the President of the Board, at such times and places as are designated by that officer.

The Committee shall also meet on the call of any seven of its members, at such time and place as they may designate.

Written notice of regular meetings shall be in accordance with the provisions of Article III.(1)(c). Special meetings shall be called and noticed in accordance with the provisions of Article III.(2).

5. Quorum and Voting Requirements

Seven members of the Executive Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative votes of a majority of the members, at a meeting duly held at which a quorum is present.

6. Adjourned Meetings

The Executive Committee may adjourn any meeting to a time and place specified in the order for adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be transacted.

A copy of the order for adjournment shall be posted as required by Section 54955 of the Government Code. No other notice of an adjourned meeting shall be necessary, unless the adjournment is for a period of 24 hours or more, in which case notice of the adjourned meeting shall be delivered to the members who were not present at the time of adjournment.

ARTICLE V. OFFICERS

1. Duties of the President

The President shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.

2. Duties of the Vice President

In the absence of the President, the Vice President shall perform all duties assigned to the President by the Agreement and by these Bylaws.

3. Terms of Office

The terms of office of the President and Vice President shall be for one (1) year.

4. Removal and Vacancies

The Board of Directors may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

ARTICLE VI. COMMITTEES

1. Establishment of Committees

In accordance with Article 12 of the Agreement, by adoption of these Bylaws, the following committees are hereby established.

(a) Claims Review Committee

The Claims Review Committee shall review all claims arising out of the Excess Workers' Compensation and General Liability 1 Programs against members which involve or may involve liability of PRISM. The Claims Review Committee may, subject to monetary limits established by the Board, settle claims within its monetary limits in accordance with Article X of these Bylaws. The Committee shall advise the Executive Committee and the Board as to the nature and extent of claims adjusting and legal defense services necessary to protect the funds of PRISM, as to settlement of claims above its monetary limits which involve liability of PRISM, and such other functions as the Board and/or Executive Committee may direct. The Executive Committee may appoint legal counsel or use County Counsel representatives to serve in an advisory capacity to the Claims Review Committee.

(b) Underwriting Committee

The Underwriting Committee shall be responsible for approval of applications by non-members for membership in the Excess Workers' Compensation and General Liability 1 Programs of PRISM, subject to ratification by the Executive Committee. The Committee shall formulate, advise and make recommendations to the Executive Committee regarding the allocation of premiums to members and prospective non-members; advise and make recommendations regarding the distribution of such premiums; assess the stability of insurers and reinsurers and advise and make recommendations regarding said insurers and reinsurers; and perform such other functions as the Board and/or Executive Committee may direct.

(c) Finance Committee

The Finance Committee shall serve in an advisory capacity to the Chief Executive Officer and Executive Committee. The Committee shall study and recommend policies, procedures and practices to be implemented regarding various financial matters of PRISM and may:

- i. Review budgets,
- ii. Review financial statements on a quarterly basis,
- iii. Recommend for approval the external auditor to perform annual audits,
- iv. Recommend for approval an investment program for trust monies,
- v. Recommend for approval the accounting and internal control systems, which monitor the safeguarding of PRISM's assets,
- vi. Recommend for approval the Treasurer of PRISM, and
- vii. Serve as PRISM's Audit Committee.

(d) Loss Prevention Committee

The Loss Prevention Committee shall develop, evaluate and review all matters pertaining to PRISM's loss prevention services. The Committee shall advise and make recommendations to the Executive Committee or the Board of Directors regarding the programs, proposed regulatory changes specific to loss prevention and safety, the drug and alcohol testing consortium and perform such other functions as the Board and/or Executive Committee may direct.

(e) Employee Benefits Committee

The Employee Benefits Committee shall develop, evaluate and review all matters pertaining to PRISM's employee benefits programs. The Committee shall advise and make recommendations to the Executive Committee or the Board of Directors regarding existing programs and the development and implementation of new employee benefits programs and perform such other functions as the Board and/or Executive Committee may direct.

(f) Legislative Committee

The Legislative Committee shall actively propose amending, supporting, or opposing legislation and regulations for the benefit of the members regarding issues of concern to public entities. Such legislation, legislative reform, and/or regulation shall be in the areas of workers' compensation, tort, workplace safety and loss prevention, and other areas of interest to public entities. The Committee shall advise and make recommendations to the Executive Committee regarding legislative activities to be sponsored by PRISM and perform such other functions as the Board and/or Executive Committee may direct.

2. Committees Created by Memorandums of Understanding

The Board of Directors is authorized to approve development of insurance programs through Memorandums of Understanding (MOU). Those programs may create committees through the MOU to act for and on behalf of such programs, including

authorizing settlement of any claim within the authority of such programs. Any committee so created, except as otherwise provided in any applicable MOU, shall be established and act in accordance with the provisions of Article 12 of the Agreement and these Bylaws.

3. Appointment of Members

By adoption of these Bylaws, the Board of Directors delegates to the Executive Committee the appointment of the members to all PRISM committees. Such appointments are to be in accordance with the provisions as set forth in Article 12 of the Agreement. Terms of service on a committee will be through December 31st of the year of expiration or until the Executive Committee makes new appointments at its meeting the following January, whichever is later.

4. Committee Meetings

Committees shall meet at regularly scheduled times and places or upon the call of their chairs. Written notice of regular meetings shall be in accordance with the provisions of Article III.(1)(c). Special meetings shall be called and noticed in accordance with the provisions of Article III.(2).

A majority of the members of the respective committees shall constitute a quorum for the transaction of business. All actions of the committees shall require the affirmative votes of a majority of the members at a meeting duly held at which a quorum is present.

ARTICLE VII. DELEGATION OF AUTHORITY

1. Adoption of Resolutions

As provided in Article 8 of the Agreement, the Board of Directors may adopt such resolutions as are deemed necessary in the exercise of its power and duties, including the delegation of certain powers and duties to the Executive Committee. Any resolutions so adopted by the Board are by this reference incorporated herein as though fully set forth.

2. Adoption of other Policies and Procedures

As also provided in Article 8 of the Agreement, the Board of Directors is vested with authority to exercise all powers and conduct all business of PRISM. In furtherance of that authority, the Board of Directors and the Executive Committee shall develop and implement such policies and procedures, not otherwise prohibited by the Agreement or law, as they from time to time deem necessary to aid and assist in the conduct of the business of PRISM. Any such policies and procedures as adopted are by this reference incorporated herein as though fully set forth.

ARTICLE VIII. MISCELLANEOUS

1. Execution of Contracts

The Board of Directors or the Executive Committee may authorize any officer, staff member, or agent of PRISM to execute any contract in the name of and on behalf of PRISM, and such authorization may be general or specific in nature. The Chief Executive Officer, or his or her designee, may enter into such contracts and authorize such payments as are approved in PRISM's budget, renew any existing contract or authorize any payment, which does not exceed the limit set forth in PRISM's Bidding Procedures Policy. Except as otherwise provided, no officer, staff member, or agency shall have any power to bind PRISM by contract.

2. Authorization of Payments

All invoices, billings, and claims of members for payment of losses under an excess insurance program shall be approved and signed by the following before payment by the Treasurer:

- (a) President of the Board or,
- (b) The Vice President of the Board or,
- (c) The Chief Executive Officer or his or her designee.

3. Rules of Procedure for Meetings

All meetings of the Board of Directors, Executive Committee, and other committees or bodies of PRISM shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

ARTICLE IX. FISCAL YEAR

1. The fiscal year of PRISM shall be from July 1 to June 30.

ARTICLE X. ADMINISTRATION AND NOTICE OF CLAIMS

1. Administration of Claims

(a) In accordance with Article 18 of the Agreement, each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss covered by an insurance program of PRISM of which the member is a participant.

(b) PRISM may develop standards for the administration of claims for designated insurance programs of PRISM. Any standards for the administration of claims,

which have been developed for any designated program, or which otherwise may be developed, are by this reference incorporated herein as though fully set forth.

2. Notice of Claims

Members shall give PRISM timely written notice of claims in accordance with the adopted reporting requirements established for each program. Such reporting requirements, as adopted or as amended, are by this reference incorporated herein as though fully set forth.

ARTICLE XI. CLAIMS SETTLEMENT AUTHORITY

In accordance with Article 8 paragraph (j) of the Agreement, by adoption of these Bylaws, the following claims settlement authority is established.

(a) Subject to any claim settlement authority provided for in MOUs for existing programs, the Board of Directors hereby delegates to the Executive Committee full settlement authority for the full limits of coverage for any claim involving coverage under any established program of PRISM. The Executive Committee may further delegate its settlement authority, either through MOUs, by these Bylaws, or by specific action, to other programs or committees.

ARTICLE XII. TREASURER AND AUDITOR

1. Treasurer

The duties of the Treasurer are set forth in Article 16 of the Agreement. Pursuant to Government Code Section 6505.6 and in accordance with Article 13(a)(2) of the Agreement, the Board appoints the Chief Executive Officer to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

2. Auditor

The Auditor shall draw warrants to pay demands against PRISM when approved by the Treasurer. Pursuant to Government Code Section 6505.6 and in accordance with Article 13(a)(3) of the Agreement, the Board appoints the Chief Financial Officer to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (a-e).

ARTICLE XIII. PUBLIC ENTITY BOARD MEMBERS

1. Election

In accordance with Article 7(b-c), the Public Entity members shall elect seven (7) voting directors and three (3) alternate directors to the Board of Directors. The election shall be conducted by mail-in or electronic ballot under the direction of the Executive

Committee. The Executive Committee shall adopt rules and procedures for the conduct of the elections, which shall include, but not be limited to, a nominating committee, which shall be responsible for determining a slate of candidates. Election of Board members shall be by a majority vote of those responding. In order for the election to be valid, a response rate of at least one-third of the public entity membership is required. Should there be a tie vote for the election of any Board member, the winner will be determined in accordance with the adopted rules and procedures for the conduct of elections. Unless otherwise approved by the Executive Committee, the names of nominated candidates shall be disseminated to all members no later than August 1st of each year. Ballots shall be submitted no later than September 1st. Elected Board members shall take office on October 1st.

2. Composition and Terms

The ten directors shall be those that receive the highest votes from the participating public entity members, with the top seven highest vote totals designated as the director members and the remaining three with the highest vote totals designated as alternate directors. Three of the director seats shall consist of one from a city member, one from a schools member, one from a special district member and the remaining four seats shall be elected at large. The terms of the seven director positions shall be staggered such that approximately half of the directors' terms will expire each year. Terms of office for the directors shall generally be two-year terms, provided however, that some one-year terms will be established initially and may be established from time to time in order to establish and maintain the appropriate stagger. Alternate members will be elected for one year terms and will be permitted to vote only if the required number of director members are absent. Should the number of alternate votes authorized due to director absences be less than the number of alternate members at any meeting, the alternates shall decide which alternate members shall be entitled to vote, and if they cannot agree, the President of the Board will determine which of the alternate directors may vote in a director's absence. Alternate directors who attend Board meetings will be entitled to expense reimbursement as if they were a director regardless of whether or not they are in a voting capacity.

ARTICLE XIV. AMENDMENTS

These Bylaws may be amended at any time by a majority vote of the Board of Directors. Following adoption of amendments, the Chief Executive Officer shall prepare and distribute a revision of the Bylaws to all members.

Below is the history of amendments of these Bylaws:

Adopted: September 11, 1980
Amended: May 7, 1982
Amended: January 23, 1987
Amended: June 3, 1988
Amended: October 5, 1990

Amended: June 7, 1996
Amended: March 3, 2006
Amended: March 5, 2010
Amended: June 7, 2013

CERTIFICATE OF CHIEF EXECUTIVE OFFICER

I, the undersigned, certify that I am presently the Chief Executive Officer of Public Risk Innovation, Solutions, and Management and that the above Bylaws, consisting of eleven pages, are amended Bylaws of PRISM, as adopted at a meeting of the Board of Directors held on June 7, 2013.

Date: June 7, 2013

Executed at Folsom, California



Michael D. Fleming, Chief Executive Officer



Adopted: June 4, 1999
Amended: October 1, 2004
Amended: June 19, 2008

MEMORANDUM OF UNDERSTANDING PROPERTY PROGRAM

This Memorandum of Understanding is entered into by and between the Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating members who are signatories to this Memorandum.

1. **Joint Powers Agreement.** Except as is otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the Public Risk Innovation, Solutions, and Management (hereinafter referred to as "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall also be applicable.

2. **Program Committee.** There is hereby established a Property Program Committee (hereinafter referred to as "Property Committee" or "Committee") and, except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the members including, but not limited to, approval of new members and premium/rate setting and establishment of policies regarding data submission and provisions for notice of withdrawal, as long as such policies are not in conflict with the Joint Powers Agreement.

The Property Committee shall consist of eleven (11) voting members and two (2) alternates. The Executive Committee of PRISM shall appoint the Committee members, to be selected from members in the Program as follows: Seven (7) of the Committee members are to be appointed from the members who make up the top fourteen (14) members according to the amount of annual property premium paid ("Large Members"). Two (2) of the Committee members are to be appointed from those remaining members not within the top fourteen (14) members ("Smaller Members"). One (1) of the members may be appointed from any member ("At Large"). The remaining seat shall be designated for a Public Entity member. If there are no Public Entity nominees or not enough members available from a category (Large, Smaller, At Large), the Executive Committee shall make the appointment from members participating in the Program without regard to category. The two (2) alternates may be appointed from any member.

The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative and the alternate representatives whose terms shall be for one (1) year. The expiration dates of the two-year appointments shall be staggered so that terms of no more than five (5) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws").

A majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Property Committee shall require the affirmative vote of a majority of the members of the Committee. Any meeting of the Committee shall be subject to the applicable provisions of Government Code § 54950 et seq., commonly known as the “Brown Act.”

3. **Premiums.** The participating members, in accordance with the provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Property Program. Annual premium contributions, including administrative costs associated with the Program shall be established by the Property Committee.

4. **Cost Allocation.** Each member’s share of annual premium shall be determined by the Property Committee; however, the Committee may delegate any or all of this authority as it deems appropriate.

5. **Application to the Program.** All applications to join the Property Program will be evaluated and subject to approval by the Committee and the underwriter. Any entity, which makes application to become a participating member of the Program, who is not already a participating member in PRISM must also be approved in accordance with the provisions of Article 19 of the Agreement.

New members may be added to the Program during the term of the coverage year on a pro-rata basis.

6. **Withdrawal and/or Cancellation From the Program.** Withdrawal of a member from the Program shall be in accordance with the withdrawal provisions of Article 20 or 21 of the Agreement.

7. **Late Payments.** All provisions for payments shall be in accordance with the Invoicing and Payment Policy adopted by the Board of Directors. Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

8. **Resolution of Disputes.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum shall be determined in accordance with Article 31 of the Agreement, Dispute Resolution.

9. **Amendment.** This Memorandum may be amended by a majority vote of the Property Committee, upon ninety (90) days advance written notice to the members and county counsels. Each member shall approve of any amendment by signature on the Memorandum by a member’s representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the member will be deemed to have withdrawn from the Program on the next annual renewal date.

10. **Complete Agreement.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

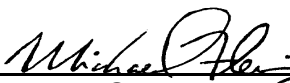
11. **Severability.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

12. **Effective Date of Agreement.** This Memorandum shall become effective on the date of coverage for the member or upon approval by the Property Committee of any amendment, whichever is later.

13. **Execution in Counterparts.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date set forth below.

6/19/2008
Dated



Public Risk Innovation, Solutions, and Management

Dated

Member Entity: _____



Adopted: March 5, 1993
Amended: October 2, 1998
Amended: October 6, 2006
Amended: March 6, 2009

MEMORANDUM OF UNDERSTANDING EXCESS LIABILITY PROGRAM

This Memorandum of Understanding is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating members who are signatories to this Memorandum.

1. **JOINT POWERS AGREEMENT.** Except as otherwise provided, all terms used herein shall be as defined in Article 1 of Joint Powers Agreement Creating PRISM (hereinafter referred to as "Agreement"), provisions of any applicable coverage agreement and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

2. **ANNUAL PREMIUM.** The participating members, in accordance with the provisions of Article 14(b)(2) of the Agreement, shall be assessed an annual premium for the purpose of funding the Program. Annual premiums shall include the participating member's share of expected losses for the policy period, including Incurred But Not Reported (IBNR) losses, as well as margin for contingencies based upon a confidence level as determined by the Board of Directors of PRISM (hereinafter Board), and adjustments, if any, for a surplus or deficit from all program policy periods. In addition, the premium shall include program reinsurance costs and program administrative costs, plus PRISM's general expense allocated to the Program by the Board for the next policy period.

3. **COST ALLOCATION.** Each participating member's share of annual premium shall be determined pursuant to a cost allocation plan as described in Article 14(b)(2) of the Agreement. The Board approved cost allocation plan is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Board representing the members participating in the Program.

4. **DIVIDENDS AND ASSESSMENTS.** The Program shall be funded in accordance with paragraph 2 above. As a general rule, the annual premium, as determined by the Board, shall be established at a level which shall provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. Should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement. Pro-rata dividends shall be declared as provided herein. Dividends may also be declared as deemed appropriate by the Board.

5. **CLOSURE OF POLICY PERIODS.** Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

- (a) Upon reaching ten (10) years of maturity after the end of a program period, that period shall be “closed” and there shall be no further dividends declared or assessments made with respect to those program periods, except as set forth in paragraph 6(a), below;
- (b) Notwithstanding subparagraph (a) above, the Board may take action to leave a policy period “open” even though it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain “open” unless the Board takes specific action to declare any of the last ten (10) policy periods closed.
- (c) Dividends and assessments, other than those set forth in paragraph 6(a) below, shall be administered to the participating members based upon the proportion of premiums paid to the Program in “open” periods only. For purposes of administering dividends and assessments pursuant to this subparagraph, all “open” policy periods shall be considered as one block. New members to the Program shall become eligible for dividends and assessments upon participating in the Program for three (3) consecutive policy periods (not less than twenty-four (24) months). Participating members who withdraw from the Program prior to the three (3) year policy period restriction are still eligible for any assessments that arose out of the policy years they participated in the Program.

6. **DECLARATION OF DIVIDENDS.** Dividends shall be payable from the Program to a participating member in accordance with its proportionate funding to the Program during all “open” policy periods except as follows:

- (a) A dividend shall be declared at the time a program period is closed on all amounts, which represent premium surcharge amounts assessed pursuant to Article 14(b)(3) of the Agreement where the funding exceeds the 80% confidence level. This dividend shall be distributed based upon each member’s proportionate share of assessment paid and accrued to the policy period being closed.

7. **MEMORANDUM OF COVERAGE.** A Memorandum of Coverage shall be issued by PRISM evidencing membership in the Program and setting forth terms and conditions of coverage.

8. **CLAIMS ADMINISTRATION.** Each participating member shall comply with PRISM’s Underwriting and Claims Administration Standards (including Addendum B - Liability Claims Administration Guidelines) as amended from time-to-time, and which are attached hereto as Exhibit B and incorporated herein.

9. **LATE PAYMENTS.** Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive

Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

10. **RESOLUTIONS OF DISPUTES.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Joint Powers Agreement Article 31, Dispute Resolution.

11. **AMENDMENT.** This Memorandum may be amended by a two-thirds vote of the Board and signature on the Memorandum by the member's designated representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Board, the member shall be deemed to have withdrawn as of the end of the policy period.

12. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

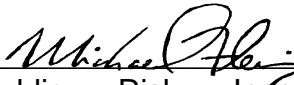
13. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable such determination shall not affect any remaining provision.

14. **EFFECTIVE DATE.** This Memorandum shall become effective on the effective date of coverage for the member and upon approval by the Board of any amendment, whichever is later.

15. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Hereof, the undersigned have executed this Memorandum as of the date set forth below:

Dated: 3/6/2009



Public Risk Innovation, Solutions, and
Management

Dated: _____

Name

Member Entity: _____



EXHIBIT A

EXCESS LIABILITY PROGRAM COST ALLOCATION PLAN

As delegated by the Board of Directors, the Executive Committee will determine the specific allocation of all costs among the members subject to the following parameters:

Actuarial Analysis

An annual actuarial analysis will be performed using loss and exposure data collected from the members. The analysis will determine the necessary funding rates at various confidence levels and using various discount assumptions. Different rates may be developed for different groups or classes of business as is deemed necessary or appropriate by the Executive Committee. At the March Board meeting, the Board of Directors will select the funding level rates and discount factors to be used based upon the actuarial analysis and recommendations from the actuary, the Underwriting Committee, and the Executive Committee.

Pool Contributions

The total needed pool contribution will be determined by multiplying the rates described above by the exposure for all of the members participating in the Pool. For schools, the exposure base will be the reported Average Daily Attendance (ADA). For all other members, the exposure base will be estimated payroll for the year being funded. The Executive Committee may break the Pool into different layers for allocation purposes, and may apply a different loss experience modification for each layer as is deemed appropriate based on loss frequency. In general, the lower layers will be subject to greater experience modification and the higher layers will be subject to lower experience modification or no experience modification. Within the layers, the larger members will be subject to greater experience modification than the smaller members. After the experience modification has been applied for each layer, there will be a pro-rata adjustment back to the total needed pool contribution.

Reinsurance Premiums

The reinsurance premium will be determined through negotiations with the reinsurer(s) and approved by the Board upon recommendation of the Underwriting and Executive Committees. This premium will then be allocated among the members based upon their exposure (ADA or estimated payroll).

PRISM Administration Fees

The total PRISM Administration Fees will be determined through the annual budgeting process with an appropriate amount allocated to the Excess Liability Program. These fees will be allocated among the members as determined by

the Executive Committee. In general, the basis for this allocation will be each member's percentage of the total Pool contributions and reinsurance premium.

Deviation From the Standard

The Executive Committee may establish policies to deviate from the standard allocation methodology selected for each year on a case-by-case basis, if necessary. They may also elect to further delegate some or all of the decision making herein to the Underwriting Committee.



Adopted: December 6, 1985
Last Amended: July 1, 2019

EXHIBIT A

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS

I. GENERAL

- A. Each Member shall appoint an official or employee of the Member to be responsible for the risk management function and to serve as a liaison between the Member and PRISM for all matters relating to risk management.
- B. Each Member shall maintain a loss prevention program and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe conditions.

II. EXCESS WORKERS' COMPENSATION PROGRAM

- A. Members of the Excess Workers' Compensation Program, except those members of the Primary Workers' Compensation Program whose responsibilities are outlined in Section IV below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - 1. The Member shall use only qualified personnel to administer its workers' compensation claims. At least one person in the claims office (whether in-house or outside administrator) shall be certified by the State of California as a qualified administrator of self-insured workers' compensation plans.
 - 2. Qualified defense counsel experienced in workers' compensation law and practice shall handle litigated claims. Members are encouraged to utilize attorneys who have the designation "Certified Workers' Compensation Specialist, the State Bar of California, Board of Legal Specialization".
 - 3. The Member shall use PRISM's Workers' Compensation Claims Administration Standards (Addendum A) and shall advise its claims administrator that these standards are utilized in PRISM's workers' compensation claims audits.
- B. The Member shall provide PRISM written notice of any potential excess workers' compensation claims in accordance with the requirements of PRISM's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of PRISM's Workers'

Compensation Claims Administration Standards (Addendum A) or as requested by PRISM and/or PRISM's excess carrier.

- C. A claims administration audit utilizing PRISM's Workers' Compensation Claims Administration Standards (Addendum A) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claim experience or number of large claims, or
 2. There is a change of workers' compensation claims administration firms, or
 3. The Member is a new member of the Excess Workers' Compensation Program.

The claims audit shall be performed by a firm selected by PRISM unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. indemnity, medical, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors, Claims Review Committee, Underwriting Committee, or Executive Committee. Such records shall include both open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

III. GENERAL LIABILITY PROGRAMS

- A. Members of the General Liability 1 or General Liability 2 Programs, except those members of the Deductible Buy-Down Program whose responsibilities are outlined in Section V below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
1. The Member shall use only qualified personnel to administer its liability claims.

2. Qualified defense counsel experienced in tort liability law shall handle litigated claims. Members are encouraged to utilize defense counsel experienced in the subject at issue in the litigation.
 3. The Member shall use the Liability Claims Administration Standards (Addendum B) and shall advise its claims administrator that these standards are utilized in PRISM's liability claims audits.
- B. The Member shall provide PRISM written notice of any potential excess liability claim in accordance with the requirements of PRISM's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of PRISM's Liability Claims Administration Standards (Addendum B) or as requested by PRISM and/or PRISM's excess carrier.
- C. A claims administration audit utilizing PRISM's Liability Claims Administration Standards (Addendum B) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 2. There is a change of liability claims administration firms, or
 3. The Member is a new member of the General Liability 1 or General Liability 2 Program.

The claims audit shall be performed by a firm selected by PRISM unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

IV. PRIMARY WORKERS' COMPENSATION PROGRAM

- A. Members of the Primary Workers' Compensation Program shall provide the third party administrator written notice of any claim in accordance with the requirements of PRISM. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. PRISM shall be responsible for ensuring qualified personnel administer claims in the Primary Workers' Compensation Program and that claims are administered in accordance with PRISM's Workers' Compensation Claims Administration Standards (Addendum A).
- C. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Workers' Compensation Claims Administration Standards (Addendum A) is performed once every two (2) years.
- D. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

V. DEDUCTIBLE BUY-DOWN PROGRAM

- A. Members of the Deductible Buy-Down Program shall provide the third party administrator written notice of any claim or incident in accordance with the requirements of PRISM. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. PRISM shall be responsible for ensuring qualified personnel administer claims in the Deductible Buy-Down Program and that claims are administered in accordance with PRISM's Liability Claims Administration Standards (Addendum B).
- C. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Liability Claims Administration Standards (Addendum B) is performed once every two (2) years.
- D. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

VI. PROPERTY PROGRAM

- A. Members of the Property Program shall maintain appropriate records including a complete list of insured locations and schedule of values pertaining to all real property. Such records shall be provided to PRISM or its brokers as requested by the Executive or Property Committees.

- B. Each Member shall perform a real property replacement valuation for all locations over \$250,000. Valuations shall be equivalent to the Marshall Swift system and shall be performed at least once every five (5) years for all locations over \$1,000,000 and at least once every ten (10) years for all locations with a valuation between \$250,000 and \$1,000,000. New members shall have an appraisal or valuation performed within one year from entry into the Program.

VII. MEDICAL MALPRACTICE PROGRAM

A. Program I

1. Members of Medical Malpractice Program I (hereinafter Program I) shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - a. Members of Program I shall use only qualified personnel to administer its health facility claims.
 - b. Qualified defense counsel experienced in health facility law shall handle litigated claims.
 - c. Members of Program I shall use the "Claims Reporting and Handling Guidelines" in the PRISM Medical Malpractice Program Operating and Guidelines Manual (hereinafter Operating and Guidelines Manual), and shall advise its claims administrator that these claims handling guidelines are utilized in PRISM's medical malpractice claims audits.
2. Members of Program I shall provide PRISM written notice of any potential excess claim or "major incident" in accordance with the requirements of PRISM and of the excess carrier as stated in the Operating and Guidelines Manual. Updates on such claims or major incidents shall be provided as requested by PRISM.
3. A claims administration audit utilizing PRISM's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
 - a. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 - b. There is a change of health facility claims administration firms, or

- c. The Member is a new member of the Medical Malpractice Program, or
 - d. The Medical Malpractice Committee requests an audit. The claims audit shall be performed by a firm(s) selected by PRISM. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.
- 4. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
 - 5. Members of Program I shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.
 - 6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

B. Program II

- 1. For Medical Malpractice Program II (hereinafter Program II) Members, PRISM shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member. PRISM may contract with a third party administrator for handling of such claims.
- 2. PRISM shall be responsible for ensuring the third party administrator uses qualified personnel to administer Program II claims.
- 3. PRISM shall be responsible for ensuring qualified defense counsel experienced in health facility law shall handle litigated claims.
- 4. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every two (2) years.

The claims audit shall be performed by a firm(s) selected by PRISM. Recommendations made in the claims audit shall be addressed by the third party administrator and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

5. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.
6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

VIII. SANCTIONS

- A. PRISM shall provide the Member written notification of the Member's failure to meet any of the above-mentioned standards or of other concerns, which affect or could affect PRISM.
- B. The Member shall provide a written response outlining a program for corrective action within sixty (60) days of receipt of PRISM's notification.
- C. After approval by the Executive or applicable Program Committee of the Member's corrective program, the Member shall implement the approved program within ninety (90) days. The Member may request an additional sixty (60) days from the Executive or applicable Program Committee. Further requests for extensions shall be referred to the Board of Directors.
- D. Failure to comply with subsections B or C may result in cancellation of the Member from the affected PRISM Program in accordance with the provisions in the Joint Powers Agreement.
- E. Notwithstanding any other provision herein, any Member may be canceled pursuant to the provision of the Joint Powers Agreement.



EXHIBIT A NATIONAL LIABILITY CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by the Public Risk, Innovation, Solutions, and Management (hereinafter PRISM). It is the intent that these standards shall be followed by the Participant and/or third party administrator.

I. CLAIMS INVESTIGATION

- A. Complete initial investigation answering questions such as who, what, where, when and why. Investigations shall be completed within forty-five (45) days of the Participant's knowledge of claim, including statements from participants and witnesses, appropriate official reports, investigative reports, site inspections, relevant documents and photos/videos.
- B. Identify liability issues, including immunities, comparative negligence, joint tortfeasors and joint and several liability.
- C. Initiate the development of information on damages including, but not limited to:
 - 1. Property damage
 - 2. Nature and extent of injuries
 - 3. Medical costs (billed and paid)
 - 4. Lost wages (past and future)
 - 5. Other economic damages
 - 6. Non-economic damages
- D. Obtain and review relevant contracts and insurance documents, to determine whether there is any sharing or complete transfer of the risk.
 - 1. Hold-harmless and/or indemnity agreements
 - 2. Additional insured requirements
- E. Ensure proper preservation of evidence.
- F. Evaluate the need to utilize experts.
- G. Indexing.
 - 1. All bodily injury claims shall be initially reported to the Index Bureau and re-indexed on an as needed basis thereafter.

PRISM maintains a membership with the Index Bureau that Participants can

access.

- H. Secure estimates or appraisals for damaged property.
- I. All notices (pertaining to claim insufficiency, returning late claims, claims rejections, etc.) shall be done in accordance with the relevant Governmental Code provisions.

II. PRISM REPORTING REQUIREMENTS

A. First Report

The Participant shall give PRISM immediate written notice for any claims or suits which the Participant becomes aware of that include injury of the following types:

- a. Death
- b. Paralysis, paraplegia, quadriplegia
- c. Loss of eye(s), or limbs
- d. Spinal cord or brain injury
- e. Dismemberment or amputation
- f. Sensory organ or nerve injury or neurological deficit
- g. Serious burns
- h. Severe scarring
- i. Sexual assault or battery including but not limited to rape, molestation or sexual abuse
- j. Substantial disability or disfigurement
- k. Any class action
- l. Any claim or suit in which PRISM is named as a defendant;
or
- m. Any injury caused by lead.

Additionally, the Participant must report to PRISM an occurrence, offense, or wrongful act as follows:

As respect to the General Liability 1 Program Participants, this includes any occurrence, offense, or wrongful act in which the amount incurred has reached 50 percent or more of their individual self-insured retention or \$500,000, whichever is lower.

As respect to the General Liability 2 Program Participants, this includes any occurrence, offense, or wrongful act in which the amount incurred has reached 50 percent of their individual self-insured retention.

Utilize the current First Report Potential Excess Liability Claims form,

available through PRISM's website, and transmit to PRISM by email to LiabilityClaims@prismrisk.gov.

First report forms shall, at a minimum, include the following:

- Participant's name
- Participant's claim number
- Defense counsel's name and firm name
- Lead Claimant's first and last name
- Specific date of loss
- Brief description of the incident
- Established reserves for indemnity, litigation, and expense

B. Status Reports

After the First Report to PRISM, status reports, whether provided by the Participant, third party administrator or defense counsel, shall be provided at a minimum of every ninety (90) days (more frequently if warranted). Status reports shall focus on changes in liability analysis, damages, and reserves.

C. Photos, diagrams, estimates, statements, contracts, medical, law enforcement and coroner's reports (where applicable), claim forms, lawsuits (including amended complaints), motions for summary judgment, demurrers, dismissals, appellate briefs and orders/rulings/judgments shall be in the claims file, and provided to PRISM, within ninety (90) days of receipt of the material.

D. Closure Reports

When a claim or suit that has been reported to PRISM is settled, dismissed or closed in any other fashion, PRISM shall be provided with the closing documents and an accounting of the final paid amounts on the exposure for indemnity, litigation, and expense within 90 days from the day the final defense bill is paid.

III. MEDICARE REPORTING

A. Proper verification of a claimant's status as to Medicare eligibility shall be completed and documented in every file involving a bodily injury. In those cases where the claimant does meet the eligibility requirements, mandatory reporting to the Center for Medicare and Medicaid Services (CMS) must be completed directly or through a reporting agent in compliance with State Children's Health Insurance Program (SCHIP) Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007.

IV. RESERVING

Each claim should be reviewed and evaluated according to the merits of the claim and based upon the most current and reliable information received, starting with the initial report of claim and continuing through final resolution. Delays result in understated reserves and, possibly, missed opportunities to settle.

- A. An accurate and appropriate initial indemnity reserve shall be established on all reportable claims based on facts known, upon completion of the initial investigative report or when suit is filed, whichever occurs first. In addition, separate legal and adjusting reserves shall be established.

Indemnity reserves shall reflect the most probable outcome plus exposure to plaintiff attorney's fees and costs.

Most probable outcome is the potential total amount a plaintiff could expect to receive, either through settlement or verdict, after factoring in the Participant's percentage of liability. (This approach is neither the best nor worst case outcome).

Factors to consider when evaluating the potential total settlement or verdict a plaintiff could expect to receive include but are not limited to:

- Extent of injuries and/or damages
- Medical expenses
- Loss of income
- Any other related expenses
- Future anticipated expenses
- Total of both gross and out-of-pocket expenses
- Permanent injury
- Disfigurement/scarring
- Pain and suffering
- Any other intangible factors which may result in a higher or lower claim value such as jurisdiction, credibility of parties/witnesses, etc.

Percentage of liability is determined by various factors that are discovered during an investigation. Reserves shall be adjusted accordingly, as facts are developed, to properly reflect the exposure. These factors include but are not limited to:

- a. Facts of loss
- b. Applicable laws
- c. Defense Counsel evaluations
- d. Jury Verdict evaluation
- e. The extent of plaintiff's liability (comparative negligence)

- f. The number of co-defendants and their percentage of liability
 - g. The ability of the co-defendants to respond financially to any settlement or verdict
 - h. Any other mitigating factors
- 2. Reserves shall be set at the most probable outcome even if it exceeds the Participant's Self-Insured Retention. In all litigated Excess reportable cases, the Participant shall set a meaningful indemnity reserve.
- 3. Reserves shall be evaluated for adequacy at least every ninety (90) days. All reserve changes shall be documented in a paper or electronic file providing explanation of the reason for the reserve change or notation that the current reserve is adequate and why. PRISM shall be notified of all reserve changes within thirty (30) days of the change being made.

V. DOCUMENTATION

- A. Each file shall contain information necessary to document the decisions made, including: all demands, offers of settlement and settlement authority.

For those cases in which the: (1) Bodily Injury claim is reserved above twenty five (25) percent of the SIR.; (2) Property Damage claim is reserved above twenty five (25) percent of the SIR; and (3) All claims that meet PRISM's excess reporting requirements regardless of reserves, the following information shall be contained in each file:

- 1. Claimant(s) Information
- 2. Date of Loss
- 3. Claim Number
- 4. Facts of accident or occurrence
- 5. Witness/Participant Statement
- 6. Reserve rationale
- 7. Assessment of liability
- 8. Damages/injuries, including medical costs, lost wages, dependency, property damage estimates, total loss evaluations, loss of use claims, and other damages
- 9. Index Bureau reporting
- 10. Coverage questions
- 11. Excess potential
- 12. Structured Settlement possibilities (where applicable)
- 13. Alternative Dispute Resolution
- 14. Subrogation potential (where applicable)
- 15. Immunities
- 16. Future course of action
- 17. Next diary date
- 18. If litigated, identify counsel on both sides

19. Offsets or liens that may need to be considered
20. Medicare eligibility and reporting
21. Risk and insurance transfer

VI. CASE SETTLEMENT FACTORS

- A. Settlement evaluation and authority by the Participant shall be documented. On cases exceeding the SIR, prior written settlement authority must be obtained from PRISM.
- B. The settlement shall be reasonable in light of damages, injuries, liability, and any obligations to Medicare.
- C. Settlements shall be effected in a timely manner, with consideration given to structures, statutory offers (Rule 68 or state statute) where applicable, and/or alternative dispute resolution.
- D. Contributions from joint tortfeasors shall be considered.
- E. Proper releases and dismissals shall be secured and copies provided to PRISM.

VII. LITIGATED FILES

- A. Defense litigation plan shall be in the file.
- B. Defense attorney's initial evaluation and budget shall be completed and in the file within sixty (60) days of assignment. If the billed amount of attorney's fees and costs exceeds seventy-five (75) percent of the total budget, then the defense attorney shall provide an updated budget.
- C. On litigated cases, defense counsel shall also include PRISM on their mailing lists for copies of correspondence, reports, evaluations, interrogatory summaries, deposition summaries and medical summaries. Actual deposition transcripts, interrogatories, their answers to interrogatories and interim billings are not required.

Updated reports shall provide a summary of pertinent information based on the status of a case. Pertinent information includes, but is not limited to:

- Identified experts – what their analysis has concluded, their credibility as a witness (both plaintiff and defense), and how their testimony will/will not influence the case potential.
- Witness deposition summaries including an evaluation of their

credibility as a witness and how their testimony will/will not influence the case potential.

- A summary of relevant documents disclosed or obtained through discovery and an analysis of their impact on the case.
 - A summary of applicable case law and immunities.
 - Updated evaluation of damages including, but not limited to, billed and paid medical bills, estimated future medical expenses, past and future wage loss estimates, and general damage estimates.
 - Analysis of liability and potential settlement/verdict value as well as suggested next steps (MSJ, Motion to Dismiss, Mediation, etc.).
- D. The defense attorney shall make proper follow-up requests for investigation.
- E. There shall be timely recommendations from defense firms regarding expert retention, settlements, and trial preparation.
- F. Defense costs shall be controlled by the Participant. Depositions, retention of experts, expert costs, and other defense costs shall be approved by the Participant.
- G. Litigation outcome and total costs shall be documented.
- H. There shall be timely notification to relevant employees and other parties regarding pending litigation.

No less than forty-five (45) days prior to trial, counsel shall provide a pre-trial report that discusses the following:

1. Case Summary
 - Plaintiff and any individual Defendants including counsel's opinion as to how each will be viewed by a jury
 - List of claims
 - Summary of Facts
 - Expected percipient witness testimony
 - Expected Liability Expert Testimony
 - Summary of Critical Liability Issues
 - Summary of Special and General Damages including expected damage expert testimony
 - Summary of Punitive Damages and non-monetary relief requested (if applicable)
 - Attorneys' fees and costs estimate for claims that involve

the potential award of attorneys' fees

2. Evaluation

- Potential Verdict Value
- Comparative Fault Analysis
- Settlement Discussion summary
- Probability of Defense Verdict

Throughout trial, a daily trial status update shall be provided to PRISM by defense counsel, the Participant, or the Third-Party Administrator. This can be informal, such as an email or voicemail advising of the day's activities, impressions of witnesses, any impacting developments, and an update regarding the next day's schedule.

- I. Appropriate Dismissal Motions shall be made for failure to meet the applicable jurisdictional statutes for timely serving a complaint, conducting discovery, or bringing a complaint to trial.

VIII. SUMMARY

The file shall be completely documented. Audits conducted by PRISM's Auditor shall measure whether performance is consistent with these standards.



Adopted: March 5, 1993
Amended: October 4, 1996
Amended: October 6, 2006
Amended: March 6, 2009

MEMORANDUM OF UNDERSTANDING EXCESS WORKERS' COMPENSATION PROGRAM

This Memorandum of Understanding is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating members who are signatories to this Memorandum.

1. **Joint Powers Agreement.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating PRISM (hereinafter referred to as "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

2. **Annual Premium.** The participating members, in accordance with the provisions of Article 14(b)(2) of the Agreement, shall be assessed an annual premium for the purpose of funding the Excess Workers' Compensation Program (hereinafter referred to as the "Program"). Annual premiums shall include expected losses for the policy period, including Incurred But Not Reported losses (IBNR), as well as a margin for contingencies based upon a confidence level as determined by the Board of Directors of PRISM (hereinafter Board), and adjustments, if any, for a surplus or deficit from all program policy periods. In addition, the premium shall include program reinsurance costs and program administrative costs, plus PRISM's general expense allocated to the Program by the Board for the next policy period.

3. **Cost Allocation.** Each participating member's share of annual premium shall be determined pursuant to a cost allocation plan as described in Article 14(b)(2) of the Agreement. The Board approved cost allocation plan is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Board representing the members participating in the Program.

4. **Dividends and Assessments.** The Program shall be funded in accordance with paragraph 2 above. In general, the annual premium, as determined by the Board, will be established at a level which will provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. However, should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement.

Pro-rata dividends will be declared as provided herein. Dividends may also be declared as deemed appropriate by the Board.

5. Closure of Policy Periods. Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

- (a) Upon reaching ten (10) years of maturity after the end of a program period, that period shall be "closed" and there shall be no further dividends declared or assessments made with respect to those program periods except as set forth in paragraph 6(a), below;
- (b) Notwithstanding sub-paragraph (a) above, the Board may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain "open" unless the Board takes specific action to declare any of the last ten (10) policy periods closed.
- (c) Dividends and assessments (other than as outlined in paragraph 6(a), below) shall be administered to the participating members based upon the proportion of premiums paid to the Program in "open" periods only. For purposes of administering dividends and assessments pursuant to this sub-paragraph, all "open" policy periods shall be considered as one block. New members to the Program shall become eligible for dividends and assessments upon participating in the Program for three (3) consecutive policy periods (not less than 24 months). Participating members who withdraw from the Program prior to the three-year policy period restriction are still eligible for any assessments that arose out of the policy years they participated in the Program.

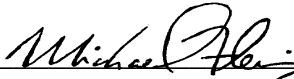
6. Declaration of Dividends. Dividends shall be payable from the Program to a participating member in accordance with its proportionate funding to the Program during all "open" policy periods except as follows:

- (a) A dividend shall be declared at the time a program period is closed on all amounts which represent premium surcharge amounts assessed pursuant to Article 14(b)(3) of the Agreement where the funding exceeds the 80% confidence level. This dividend shall be distributed based upon each member's proportionate share of assessment paid and accrued to the policy period being closed.

7. **Memorandum of Coverage.** A Memorandum of Coverage will be issued by PRISM evidencing membership in the Program and setting forth terms and conditions of coverage.
8. **Claims Administration.** Each participating member is required to comply with PRISM's Underwriting and Claims Administration Standards (including Addendum A - W.C. Claims Administration Guidelines) as amended from time-to-time, and which are attached hereto as Exhibit B and incorporated herein.
9. **Late Payments.** Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.
10. **Disputes.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Joint Powers Agreement Article 31, Dispute Resolution.
11. **Amendment.** This Memorandum may be amended by two-thirds of PRISM's Board of Directors and signature on the Memorandum by the member's designated representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Board, the member will be deemed to have withdrawn as of the end of the policy period.
12. **Complete Agreement.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.
13. **Severability.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
14. **Effective Date.** This Memorandum shall become effective on the effective date of coverage for the member and upon approval by the Board of any amendment, whichever is later.
15. **Execution in Counterparts.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date set forth below.

Dated: 3/6/2009



Public Risk Innovation, Solutions, and Management

Dated: _____

Member Entity: _____



EXHIBIT A

EXCESS WORKERS' COMPENSATION PROGRAM COST ALLOCATION PLAN

As delegated by the Board of Directors, the Executive Committee will determine the specific allocation of all costs among the members subject to the following parameters:

Actuarial Analysis

An annual actuarial analysis will be performed using loss data and payroll collected from the members. The analysis will determine the necessary funding rates at various confidence levels and using various discount assumptions. Different rates may be developed for different groups or classes of business as is deemed necessary or appropriate by the Executive Committee. At the March Board meeting, the Board of Directors will select the funding level rates and discount factors to be used based upon the actuarial analysis and recommendations from the Actuary, the Underwriting Committee and the Executive Committee.

Pool Contributions

The total needed deposit pool contribution will be determined by multiplying the rates described above by the payroll for all of the members participating in the pool. Estimated payroll for the year being funded will be used. The Executive Committee may break the pool into different layers for allocation purposes, and may apply a different loss experience modification for each layer as is deemed appropriate based on loss frequency. In general, the lower layers will be subject to greater experience modification and the higher layers will be subject to lower experience modification or no experience modification. Within the layers, the larger members will be subject to greater experience modification than the smaller members. After the experience modification has been applied for each layer, there will be a pro-rata adjustment back to the total needed deposit pool contribution. This amount will be collected from the members at the beginning of the policy period. The actual payroll for the period will be determined after the completion of the policy period and an adjustment to each member's pool contribution will be made to account for the difference between the estimated and actual payroll. Additional contributions will be collected or return contributions will be refunded as appropriate.

Reinsurance Premiums

The reinsurance premium will be determined through negotiations with the reinsurer(s) and approved by the Board upon recommendation of the Underwriting and Executive Committees. This premium will then be allocated among the members based upon their estimated payroll. Adjustments will be

made based on the actual payroll upon completion of the policy period in the same manner as described in the Pool Contribution section above.

PRISM Administration Fees

The total PRISM Administration Fees will be determined through the annual budgeting process with an appropriate amount allocated to the Excess Workers' Compensation Program. These fees will be allocated among the members as determined by the Executive Committee. In general, the basis for this allocation will be each member's percentage of the total pool contributions and reinsurance premium.

Deviation From the Standard

The Executive Committee may establish policies to deviate from the standard allocation methodology selected for each year on a case-by-case basis, if necessary. They may also elect to further delegate some or all of the decision-making authority described herein to the Underwriting Committee.



Adopted: December 6, 1985
Last Amended: July 1, 2019

EXHIBIT B

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS

I. GENERAL

- A. Each Member shall appoint an official or employee of the Member to be responsible for the risk management function and to serve as a liaison between the Member and PRISM for all matters relating to risk management.
- B. Each Member shall maintain a loss prevention program and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe conditions.

II. EXCESS WORKERS' COMPENSATION PROGRAM

- A. Members of the Excess Workers' Compensation Program, except those members of the Primary Workers' Compensation Program whose responsibilities are outlined in Section IV below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - 1. The Member shall use only qualified personnel to administer its workers' compensation claims. At least one person in the claims office (whether in-house or outside administrator) shall be certified by the State of California as a qualified administrator of self-insured workers' compensation plans.
 - 2. Qualified defense counsel experienced in workers' compensation law and practice shall handle litigated claims. Members are encouraged to utilize attorneys who have the designation "Certified Workers' Compensation Specialist, the State Bar of California, Board of Legal Specialization".
 - 3. The Member shall use PRISM's Workers' Compensation Claims Administration Standards (Addendum A) and shall advise its claims administrator that these standards are utilized in PRISM's workers' compensation claims audits.
- B. The Member shall provide PRISM written notice of any potential excess workers' compensation claims in accordance with the requirements of PRISM's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of PRISM's Workers'

Compensation Claims Administration Standards (Addendum A) or as requested by PRISM and/or PRISM's excess carrier.

- C. A claims administration audit utilizing PRISM's Workers' Compensation Claims Administration Standards (Addendum A) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claim experience or number of large claims, or
 2. There is a change of workers' compensation claims administration firms, or
 3. The Member is a new member of the Excess Workers' Compensation Program.

The claims audit shall be performed by a firm selected by PRISM unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. indemnity, medical, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors, Claims Review Committee, Underwriting Committee, or Executive Committee. Such records shall include both open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

III. GENERAL LIABILITY PROGRAMS

- A. Members of the General Liability 1 or General Liability 2 Programs, except those members of the Deductible Buy-Down Program whose responsibilities are outlined in Section V below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
1. The Member shall use only qualified personnel to administer its liability claims.

2. Qualified defense counsel experienced in tort liability law shall handle litigated claims. Members are encouraged to utilize defense counsel experienced in the subject at issue in the litigation.
 3. The Member shall use the Liability Claims Administration Standards (Addendum B) and shall advise its claims administrator that these standards are utilized in PRISM's liability claims audits.
- B. The Member shall provide PRISM written notice of any potential excess liability claim in accordance with the requirements of PRISM's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of PRISM's Liability Claims Administration Standards (Addendum B) or as requested by PRISM and/or PRISM's excess carrier.
- C. A claims administration audit utilizing PRISM's Liability Claims Administration Standards (Addendum B) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 2. There is a change of liability claims administration firms, or
 3. The Member is a new member of the General Liability 1 or General Liability 2 Program.

The claims audit shall be performed by a firm selected by PRISM unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

IV. PRIMARY WORKERS' COMPENSATION PROGRAM

- A. Members of the Primary Workers' Compensation Program shall provide the third party administrator written notice of any claim in accordance with the requirements of PRISM. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. PRISM shall be responsible for ensuring qualified personnel administer claims in the Primary Workers' Compensation Program and that claims are administered in accordance with PRISM's Workers' Compensation Claims Administration Standards (Addendum A).
- C. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Workers' Compensation Claims Administration Standards (Addendum A) is performed once every two (2) years.
- D. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

V. DEDUCTIBLE BUY-DOWN PROGRAM

- A. Members of the Deductible Buy-Down Program shall provide the third party administrator written notice of any claim or incident in accordance with the requirements of PRISM. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. PRISM shall be responsible for ensuring qualified personnel administer claims in the Deductible Buy-Down Program and that claims are administered in accordance with PRISM's Liability Claims Administration Standards (Addendum B).
- C. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Liability Claims Administration Standards (Addendum B) is performed once every two (2) years.
- D. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

VI. PROPERTY PROGRAM

- A. Members of the Property Program shall maintain appropriate records including a complete list of insured locations and schedule of values pertaining to all real property. Such records shall be provided to PRISM or its brokers as requested by the Executive or Property Committees.

- B. Each Member shall perform a real property replacement valuation for all locations over \$250,000. Valuations shall be equivalent to the Marshall Swift system and shall be performed at least once every five (5) years for all locations over \$1,000,000 and at least once every ten (10) years for all locations with a valuation between \$250,000 and \$1,000,000. New members shall have an appraisal or valuation performed within one year from entry into the Program.

VII. MEDICAL MALPRACTICE PROGRAM

A. Program I

1. Members of Medical Malpractice Program I (hereinafter Program I) shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - a. Members of Program I shall use only qualified personnel to administer its health facility claims.
 - b. Qualified defense counsel experienced in health facility law shall handle litigated claims.
 - c. Members of Program I shall use the "Claims Reporting and Handling Guidelines" in the PRISM Medical Malpractice Program Operating and Guidelines Manual (hereinafter Operating and Guidelines Manual), and shall advise its claims administrator that these claims handling guidelines are utilized in PRISM's medical malpractice claims audits.
2. Members of Program I shall provide PRISM written notice of any potential excess claim or "major incident" in accordance with the requirements of PRISM and of the excess carrier as stated in the Operating and Guidelines Manual. Updates on such claims or major incidents shall be provided as requested by PRISM.
3. A claims administration audit utilizing PRISM's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
 - a. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 - b. There is a change of health facility claims administration firms, or

- c. The Member is a new member of the Medical Malpractice Program, or
 - d. The Medical Malpractice Committee requests an audit. The claims audit shall be performed by a firm(s) selected by PRISM. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.
- 4. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
 - 5. Members of Program I shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.
 - 6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

B. Program II

- 1. For Medical Malpractice Program II (hereinafter Program II) Members, PRISM shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member. PRISM may contract with a third party administrator for handling of such claims.
- 2. PRISM shall be responsible for ensuring the third party administrator uses qualified personnel to administer Program II claims.
- 3. PRISM shall be responsible for ensuring qualified defense counsel experienced in health facility law shall handle litigated claims.
- 4. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every two (2) years.

The claims audit shall be performed by a firm(s) selected by PRISM. Recommendations made in the claims audit shall be addressed by the third party administrator and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

5. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.
6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

VIII. SANCTIONS

- A. PRISM shall provide the Member written notification of the Member's failure to meet any of the above-mentioned standards or of other concerns, which affect or could affect PRISM.
- B. The Member shall provide a written response outlining a program for corrective action within sixty (60) days of receipt PRISM's notification.
- C. After approval by the Executive or applicable Program Committee of the Member's corrective program, the Member shall implement the approved program within ninety (90) days. The Member may request an additional sixty (60) days from the Executive or applicable Program Committee. Further requests for extensions shall be referred to the Board of Directors.
- D. Failure to comply with subsections B or C may result in cancellation of the Member from the affected PRISM Program in accordance with the provisions in the Joint Powers Agreement.
- E. Notwithstanding any other provision herein, any Member may be canceled pursuant to the provision of the Joint Powers Agreement.



ADDENDUM TO EXHIBIT B

Adopted: December 6, 1985
Last Amended: July 1, 2019

ADDENDUM A WORKERS' COMPENSATION CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by Public Risk Innovation, Solutions, and Management (hereinafter PRISM) in accordance with Article 18(b) of the PRISM Joint Powers Agreement. It is the intent of these Standards to ensure compliance with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Standards, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIMS HANDLING - ADMINISTRATIVE

A. Case Load

1. Each claims examiner assigned to the Member should handle a targeted caseload of 150 but not to exceed 165 claims. In situations where caseloads include future medical and medical only claims, these claims shall be counted as 2:1 in the caseload limit.
2. Supervisory personnel should not handle a caseload, although they may handle specific issues or a small number of conflict claims.

B. Case Review and Documentation

1. Documentation shall reflect any significant developments in the file and include a plan of action. Plan of action statements shall be updated at the time of examiner diary review.
2. The examiner shall review indemnity and medical-only files at intervals not to exceed 45 calendar days. Future medical files shall be reviewed at intervals not to exceed 90 calendar days.
3. The supervisor shall review all new claims within 60 calendar days of initial set up and subsequently monitor activity on indemnity files at intervals not to exceed 120 calendar days. Future medical files shall be reviewed by the supervisor at intervals not to exceed 180 calendar days.

4. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. If claims are maintained in a paperless system, documents shall be clearly identified (e.g., medical report, WCAB Orders, legal, etc.).
5. Medical Only Claims
 - a. If a medical-only claim is still open at 90 calendar days, it shall be transferred to an indemnity examiner.
 - b. If, at any time, it is anticipated there will be indemnity benefits paid, the claim shall be transferred to an indemnity claim type.
 - c. If the medical-only claim remains open at 180 days, the claim shall be converted to an indemnity claim type, unless there is documentation showing that medical treatment will be ending and the claimant will be discharged from care within the next 30 days, or the claimant is only seeking treatment for a blood-borne pathogen exposure protocol.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt.

4. Ongoing Claimant Contact

On cases involving unrepresented injured workers who are off work, telephone contact shall be made at a minimum of once every 30 days and within 3 working days after discharge from the hospital or outpatient facility following a surgical procedure. This is in addition to nurse case management involvement on claims where nurse case managers are assigned.

D. Fiscal Handling

1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis and prior to sending a benefit termination notice to verify that statutory benefits are paid appropriately. Balancing is defined as, “an accounting of the periods and amounts due in comparison with what was actually paid”.
2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file.

E. Medicare Reporting

Mandatory reporting to the Center for Medicaid Services (CMS) shall be completed directly or through a reporting agent in compliance with Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007 (“MMSEA”). Medicare eligibility shall be documented in the claim file at time of settlement evaluation.

II. CLAIM CREATION

A. Three-Point Contact

Three-point contact shall be conducted on all claims with the non-represented injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self-administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. This initial contact should be substantive and clearly documented in the claim file. In the event a party is non-responsive, there shall be evidence of at least three documented attempts to reach the individual.

B. Compensability

1. The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self-administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self-administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim.

2. Delay of benefit letters shall be mailed in compliance with the Division of Workers' Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self-administered entity timely to comply with DWC guidelines, the third party administrator or self-administered entity shall mail the benefit letters within 7 calendar days of notification.
3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form.

C. AOE/COE Investigation

If a decision is made to delay benefits on a claim, an AOE/COE investigation shall be initiated within 3 working days of the decision to delay. This may include, but is not limited to, assigning out for witness/injured worker statements, initiating the QME/AME process, requesting medical records, etc.

D. Reserves

1. Using the information available at claim file set up, an initial reserve shall be established for the most probable case value.
2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim.

E. Indexing

All claims shall be reported to the Index Bureau at time of initial set up and re-indexed on an as needed basis thereafter. Blood borne pathogen exposure claims are an exception to this requirement.

PRISM maintains membership with the Index Bureau that members can access.

III. CLAIM HANDLING – TECHNICAL

A. Payments

1. Initial Temporary and Permanent Disability Indemnity Payment
 - a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or self-administered entity is not notified of the injury and disability

within 14 calendar days of the employer's knowledge, the third party administrator or self-administered entity shall make payment within 7 calendar days of notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. Effective 1/1/2013, permanent disability payments shall be issued upon approval of an Award pursuant to Labor Code Section 4650(b)(2). Prior to a PD Award, advances may be due if the employer has not offered the employee a position paying at least 85% of their wages and compensation at time of injury or the employee is not employed in a position paying at least 100% of their wages and compensation at time of injury. This shall not apply with salary continuation.

- b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or self-administered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification.
- c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.
- d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self-administered entity shall request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim.

2. Subsequent Temporary and Permanent Disability Payments

- a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability.
- b. Ongoing indemnity payments shall be paid in accordance with Labor Code Section 4650(c).
- c. Subsequent DWC benefit notices shall be issued in accordance with CCR 9812.
- d. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.

3. Final Temporary and Permanent Disability Payments

- a. All final indemnity payments shall be issued timely.
- b. The appropriate DWC benefit notices shall be issued in accordance with CCR 9812.
- c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7. of this document.

4. Award Payments

- a. The claim file shall reflect demonstrated efforts to initiate/batch payments on undisputed Awards, Commutations, or Compromise and Release agreements within 10 working days following receipt of the appropriate document, unless the Award indicates payment is due sooner.
- b. For all claims in the Primary Workers' Compensation (PWC) Program and/or excess reportable claims, copies of all Awards shall be provided to PRISM at time of payment.

5. Medical Payments

- a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness, approved for payment and paid within 60 days of receipt.
- b. The medical provider shall be notified in writing within 30 days of receipt of an itemized bill if a medical bill is contested, denied or incomplete.
- c. A bill review process should be utilized whenever possible. There should be participation in a PPO and/or MPN whenever possible.

6. Injured Worker Reimbursement Expense

- a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement.
- b. Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date of travel.

7. Penalties

- a. Penalties shall be coded so as to be identified as a penalty payment.
- b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis.
- c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment

1. Each Member shall have in place a Utilization Review process as set forth in Labor Code Section 4610.
2. Disputes regarding utilization review determinations shall be resolved using the Independent Medical Review process set forth in Labor Code Section 4610.5.
3. Nurse case managers shall be utilized where appropriate. Rationale for assignment and continued necessity shall be documented in the claim notes at each regular diary review.
4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment

1. Investigation into the existence of apportionment shall be documented.
2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued.

D. Disability Management

1. The third party administrator or self-administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible.

2. The third party administrator or self-administered entity shall notify a designated Member representative immediately upon receipt of an employee's permanent work restrictions so that the Member can determine the availability of alternative, modified or regular work.
3. If there is no response within 20 calendar days, the third party administrator or self-administered entity shall follow up with the designated Member representative.
4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1, which requires an interactive process with the injured worker when addressing a return to work particularly with permanent work restrictions.
5. Third party administrators or self-administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Supplemental Job Displacement Benefits

1. Supplemental Job Displacement Benefits – Dates of injury on or after 1/1/04 and before 1/1/13: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. Dates of injury on or after 1/1/13: Benefits pursuant to Labor Code 4658.7 shall be timely provided.
2. The third party administrator or self-administered entity shall secure the prompt conclusion of SJDB.

F. Reserving

1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g. - surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. Where the SIP model does not apply, claims shall be reserved for the most probable value.
2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately.
3. Permanent disability indemnity exposure shall include life pension reserve if appropriate.

4. Future medical claims shall be reserved in compliance with CCR 15300 (b)(4) allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy.
5. Allocated expense reserves shall include medical cost containment, legal, investigation, copy service and other related fees.
6. A reserve worksheet shall be utilized and/or detailed rationale substantiating reserve levels shall be documented within the claim file.

G. Resolution of Claim

1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall begin appropriate action to finalize the claim.
2. Follow up finalization efforts shall continue and be documented at regular diary reviews until resolution is complete.
3. Settlement value shall be documented appropriately utilizing all relevant information.
4. Where settlement includes resolution of future medical for a Medicare beneficiary or an expected Medicare beneficiary, the settlement shall document the strategy to protect Medicare's secondary payer status.
5. Pursuant to CCR15400.2, claim files with awards for future benefits shall be reviewed for administrative closure two years after the last provision of benefits.

H. Settlement Authority

1. No agreement shall be authorized involving liability, or potential liability, of PRISM without the advance written consent of PRISM. The member shall be notified of any settlement request submitted to PRISM.
2. The third party administrator shall obtain the Member's authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual contract between the Member and the claims administrator.

3. Proof of settlement authorization(s) shall be maintained in the claim file.

IV. LITIGATED CASES

The third party administrator or self-administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as "the Guidelines".

1. The third party administrator or self-administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations.
2. The third party administrator or self-administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. Initial referral and ongoing litigation management shall be timely and appropriate. The third party administrator or self-administered entity shall maintain control of the ongoing claim activities.
3. Settlement proposals directed to the Member shall be forwarded by the third party administrator, self-administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal.
4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.
5. The third party administrator or self-administered entity shall comply with any reporting requirement of the Member.

V. SUBROGATION

1. In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential.

2. Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses.
3. If the third party is a governmental entity, a claim shall be filed with the governing board (or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. If the third party is a non-governmental entity, a complaint shall be filed in civil court within two years in order to preserve the statute of limitations.
4. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled.
5. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.
6. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments.
7. Member (and PRISM if applicable) approval is required to waive pursuit of subrogation or agree to a settlement of a third party recovery. This approval shall be documented in the claim file. In cases of self-administered entities, a process shall be documented noting the authority levels within the member organization to waive pursuit of subrogation or agree to a settlement of a third party recovery.

VI. EXCESS COVERAGE

- A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to PRISM within five working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through PRISM's website.
- B. Subsequent reports shall be transmitted to PRISM on a quarterly basis on all indemnity claims and on a semi-annual basis on all future medical claims or sooner if claim activity warrants, or at such other intervals as requested by PRISM, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form

available through PRISM's website, or a comparable form to be approved by PRISM.

- C. Reimbursement requests shall be submitted in accordance with PRISM's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through PRISM's website.
- D. A closing report with a copy of any settlement documents not previously sent shall be sent to PRISM.

Following is the history of amendments to this document:

Amended: March 4, 1988
Amended: October 7, 1988
Amended: October 6, 1995
Amended: October 1, 1999
Amended: June 6, 2003
Amended: March 2, 2007
Amended: July 1, 2009
Amended: July 1, 2011
Amended: March 2, 2012
Amended: October 4, 2013
Amended: July 1, 2019

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova, Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR PERMANENT CERTIFICATE OF CONSENT
TO SELF-INSURE FOR INTERIM SELF-INSURER**

All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The private employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

DATE: _____ INTERIM CERT. # _____ - _____

MASTER CERTIFICATE HOLDER NAME: _____

AFFILIATE (Legal Name): _____

TYPE OF ENTITY OWNERSHIP: ___ Corporation ___ Partnership ___ Sole Proprietorship X N/A

State of Incorporation (if Corporation): _____

Federal Tax Identification Number of Affiliate: _____

Affiliate's annual California payroll during the last, or latest 12 month period:

\$ _____ Period Reported: _____ to _____.

Describe the nature of the business(es) the Affiliate members engage in:

This application is filed by the holder of a master Certificate of Consent to Self-Insure for the issuance of a permanent Certificate of Consent to Self-Insure on behalf of an affiliate/subsidiary entity. It is represented that there is a legal ownership connection between the master and affiliate/subsidiary with the understanding that the master Certificate Holder is guaranteeing and will be ultimately be responsible for all liabilities under the Master and all affiliate/subsidiary Certificates.

X _____ DATE: _____
SIGNED: Employer Authorized Representative

Printed Name

Title

Phone

E-Mail

CHECK LIST FOR A COMPLETE SELF-INSURED SUBSIDIARY/AFFILIATE APPLICATION

The California Code of Regulations, Title 8, Chapter 8, Subchapter 2, Article 2, provides the requirements for submitting a complete Affiliate and Subsidiary Self-Insurer's Application. The following forms and documents are required by this section to be included with the application.

All required information must be submitted with the application form for the issuance of a permanent Certificate of Authority of Consent to Self-Insure and sent to: OSIP, 11050 Olson Drive, Suite 230, Rancho Cordova, Ca. 95670.

Application Form and Attachments:

- Completed Affiliate application (Form A-3B (1-2016)).
- Certificate of Status in good standing for Affiliate/Subsidiary from Secretary of State.

Resolution:

- Master Certificate Holder's Board resolution (Form A-5 (1-2016)). (NOTE: This form only needs to be submitted once for each Master Certificate Holder).

Assumption and Guarantee:

- Master Certificate Holder's Board Parental Guaranty of Workers' Compensation Liabilities (Form A-4 (1-2016)).(NOTE: This form only needs to be submitted once for each Master Certificate Holder).

Fees:

- No additional fees are required if the \$500.00 application fee was submitted with the application for interim certificate.

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova, Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Federal Tax ID # of Group: _____

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

TYPE OF PUBLIC ENTITY (Check one):

City and/or County School District Police and/or Fire District Hospital District

Joint Powers Authority Other (describe): _____

TYPE OF APPLICATION (Check one):

New Application Reapplication (Merger/Unification) Reapplication (Name Change)

Other (describe): _____

Date Self-Insurance Program will begin: _____

CURRENT WORKERS' COMPENSATION PROGRAM

Currently Insured with State Fund Policy # _____ Expiration Date: _____

Currently Self Insured, Certificate # _____

Other (describe): _____

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

JPA will administer

Third Party Administrator, TPA Certificate # _____

Public entity will self-administer

Insurance Carrier will administer

Name of Third Party Administrator:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

of claims reporting locations to be used to handle Agency's claims: _____

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: _____ # of Public Safety Employees (police//fire): _____

If school District, # of certificated employees: _____

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: _____ JPA Certificate # _____

Name of JPA: _____

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____ DATE: _____
SIGNED: Authorized Official / Representative

Printed Name

Title

Agency Name

RESOLUTION NO.: _____ DATED: _____

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the _____
(Enter Name of the Board)

of the _____
(Enter Name of Public Agency, District, Etc.)

a _____ organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the _____ day of _____, 20____,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: _____
SIGNED: Board Secretary or Chair

Printed Name

Title

Agency Name

Affix Seal Here



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 10.5
MEETING DATE: April 25, 2023

ACTION & RECOMMENDATION

Consider the Approval of Resolution No. 23-11, A Resolution of the City Council of the City of Lindsay Adopting a Project List for Submittal to the California Department of Transportation (Caltrans) Under the Road Maintenance and Rehabilitation Act of 2017.

BACKGROUND | ANALYSIS

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

To receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1, the City of Lindsay must adopt via Resolution a list of proposed projects. The list must include the following.

- Description and the location of each proposed project(s).
- A proposed schedule for each project's completion.
- Estimated useful life of the improvement.

FISCAL IMPACT

Approval of Resolution No. 23-11 will secure funding for all projects identified within 'Attachment A' for the 2023-2024 Fiscal Years sourced from SB1 FUND 260.

ATTACHMENTS

- Resolution No. 23-11 with 'Attachment A'



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-11

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ADOPTING A PROJECT LIST FOR SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) UNDER THE ROAD MAINTENANCE AND REHABILITATION ACT OF 2017

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on April 25, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions aimed at informing residents which projects are being proposed for SB 1 funding in the City and which of those projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 via City Council Resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive RMRA funding in Fiscal Year 2023-2024 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate local streets and roads, support active transportation infrastructure throughout the City this year, as well as plan for a multitude of similar projects into the future; and

RESOLUTION NO. 23-11

Page 1 of 3



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an at-risk and poor condition and that this revenue will help the City increase the overall quality of its road system and over the next decade will bring its streets and roads into a more desirable condition; and

WHEREAS, the SB 1 project list and the City’s overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. The City of Lindsay is adopting the flowing list of projects planned to be funded with Road Maintenance and Rehabilitation Account Revenues as described in ‘Attachment A’ attached to this Resolution.
- SECTION 2. This Resolution shall be effective immediately upon its approval and adoption.
- SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	April 25, 2023
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

FRANCESCA QUINTANA
CITY CLERK

HIPOLITO A. CERROS
MAYOR

'Attachment A'

Project Type	Location	Description	Estimated Completion Date		Estimated Useful Life
			Pre-Construction	Construction	Years
Rehabilitation	Intersection: Foothill Avenue x Tulare Road	Enhance safety of intersection; adding bulb-outs for pedestrians.	01/2023	06/2024	15-20
Rehabilitation	Burem Lane from Westwood Avenue and .10 miles West	Asphalt recycling and restriping of 0.1 miles on Burem Lane; renovate concrete curb, gutter, and sidewalks.	02/2023	06/2024	15-20
Rehabilitation	Hermosa II: Harvard to Foothill	Asphalt recycling, curb, gutter, sidewalks and striping installation.	4/2023	06/2023	15-20
Rehabilitation	Westwood Ave: Hermosa Street to Tulare Road	Asphalt recycling, curb, gutter, sidewalks and striping installation.	02/2023	06/2024	15-20



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 10.6
MEETING DATE: April 25, 2023

ACTION & RECOMMENDATION

Consider the Approval of Resolution No. 23-12 A Resolution of the City Council of the City of Lindsay Authorizing Staff to Submit a Claim to the Tulare County Association of Governments (TCAG) for Regional Surface Transportation Program (RSTP) Funds in Exchange for Highway Account Funds.

BACKGROUND | ANALYSIS

The City of Lindsay regularly participates in the RSTP exchange program. State Highway Account Funds have fewer restrictions and no local match requirements when compared to federal funds.

TCAG notifies the City when RSTP funds are available to claim, and the amount available. Funds from the program are used for qualified roadway improvement and rehabilitation projects.

The City Services department is responsible for identifying various projects that qualify for the funds and the Finance Department is responsible for tracking and accounting of said funds.

The City can submit a claim to TCAG to receive Regional Surface Transportation Program (RSTP) Funds in Exchange for State Highway Account Funds. Currently, there is \$162,712 available to claim for the City of Lindsay. The claim process requires the City to submit a passed and adopted City Council Resolution and claim form to TCAG for the funds.

FISCAL IMPACT

If the claim is approved, the City would receive \$162,712 in funds for roadway improvement and rehabilitation projects.

ATTACHMENTS

- RSTP Claim Form
- Resolution No. 23-12

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2022/2023**

Claimant: **City of Lindsay**

FY 2022/2023 Claim Amount: \$162,712

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Various Roadway Rehabilitation and Improvement Projects	\$162,712	<input type="checkbox"/>	<input type="checkbox"/>
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2022/2023**

Claimant: City of Lindsay

FY 2022/2023 Claim Amount: \$162,712

It is understood by **City of Lindsay**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Public Works Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Neyba Amezcua

Print Name

Public Works Director

Title

Date

Executive Director, TCAG

Print Name



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-12

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO SUBMIT A CLAIM TO THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN EXCHANGE FOR HIGHWAY ACCOUNT FUNDS

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on April 25, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the Tulare County Association of Governments (TCAG) offers Regional Surface Transportation Program (RSTP) Funds in exchange for State Highway Account Funds; and

WHEREAS, the RSTP funds must be used for roadway related projects; and

WHEREAS, TCAG has notified the City of Lindsay that the currently available amount for the City of Lindsay to claim is \$162,712.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. To authorize staff to submit the RSTP claim to TCAG for \$162,712 for various roadway rehabilitation and improvement projects identified by staff for qualified projects.

SECTION 2. This Resolution shall be effective immediately upon its approval and adoption.

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council to the City of Lindsay, and the City Clerk, or their appointed deputy, is directed to attest thereto.

RESOLUTION NO. 23-12
Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	April 25, 2023
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

FRANCESCA QUINTANA
CITY CLERK

HIPOLITO A. CERROS
MAYOR



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Director of City Services & Planning
DEPARTMENT: City Services
ITEM NO.: 10.7
MEETING DATE: April 25, 2023

ACTION & RECOMMENDATION

Consider Minute Order Approval of Sequoia Basin and Drainage Evaluation Project Task Order to Quad Knopf Inc dba QK.

BACKGROUND | ANALYSIS

The Sequoia Basin stormwater retention pond is comprised of approximately 5.4 acres of land located Southwest of Roosevelt Elementary School and directly West of the intersection of Ono City Parkway and Sequoia Avenue, in the City of Lindsay, California (See attached Location Map). Over several years the low-lying site was used for local stormwater retention, with survey and improvements based on the 2007-2008 “Mission Estates” Retention Reservoir Plan design prepared by Roberts Engineering, Porterville. The 2008 project provided a map of the basin and proposed improvements, including the addition of storm manhole and piping, to better facilitate drainage and runoff retention from nearby areas and developments.

The City of Lindsay (City) requested an evaluation of the existing basin capacity and performance, given ongoing development in the area and drainage performance during recent storm events. The proposal from Quad Knopf Inc dba QK provides surveying and engineering services as necessary to evaluate existing capacity, design and performance of the basin and area drainage. Following the evaluation, and if required, QK can propose design improvements, alternatives, and recommendations for basin expansion and increased retention.

The project entails an evaluation of the basin and nearby areas to determine basin performance and extent of runoff collection and retention that the basin provides. Results and recommendations will be provided to the City based on the evaluation. If necessary, QK can prepare plans, specifications, and estimate (PS&E) submittals for basin improvement under a separate scope and fee.

The new topographic survey information will be used along with precipitation data and land use information to evaluate the performance of the basin and prepare a drainage summary report and recommendations.

The services summarized herein include the following:

Service	Cost
Task 1.0 Project Management	\$1,200.00
Task 2.0 Topographic Survey	\$7,850.00
Task 3.0 Basin Evaluation and Drainage Study Report	\$8,900.00
Total	\$17,950.00

FISCAL IMPACT

Total Task Order of \$17,950.00 sourced from FUND: 553-SEWER.

ATTACHMENTS

- Location Map
- Work Authorization and Task Order

Lindsay Storm Drain System

City Limits
View

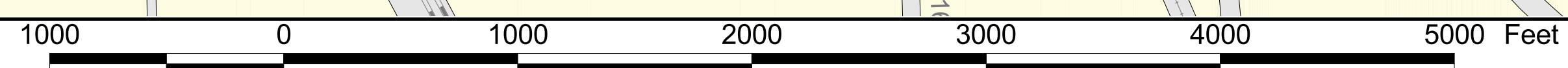
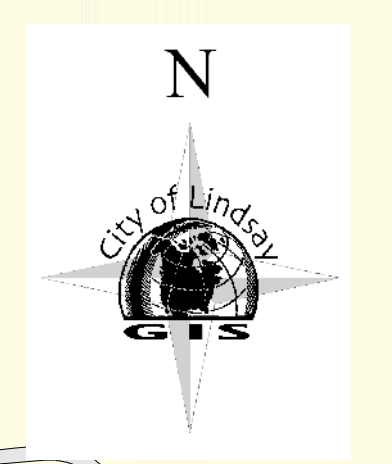
Sequoia
Basin

Legend

- Storm Drain
- Storm Drain System Line Diameter
- County Storm Drain
- 12 Inch
- 15 Inch
- 16 Inch
- 18 Inch
- 20 Inch
- 21 Inch
- 24 Inch
- 27 Inch
- 30 Inch
- 33 Inch
- 36 Inch
- 39 Inch
- 48 Inch
- Storm Drain Basin
- Railroad
- Stream/Canal
- State Highway
- City Limits
- Parcel
- Tulare County
- Right of Way

Base Data Provided by Tulare County
Created by William Zigler
Community Development Department
Printed April 8, 2011

The Features Produced by These Data Are
Only Representations and Are Not Intended
for Legal or Survey Purposes.



**CITY OF LINDSAY
 WORK AUTHORIZATION AND TASK ORDER
 ON-CALL ENGINEERING SERVICES
 Project No. _____**

Project #:	Phase #:	Task#: 1.0, 2.0, 3.0
Project Title: Sequoia Basin and Drainage Evaluation Project		
Project Description: Topographic Survey of existing Sequoia retention basin and basin evaluation and preparation of Drainage Basin Study report summarizing findings for the City of Lindsay.		
Scope of Work: See Attachment A dated February 21, 2023.		
Period of Performance: The scope outlined in Attachment A dated February 21, 2023, shall be completed within thirty (30) days from the date of the Notice to Proceed.		
Budget: The scope outlined in Attachment A shall be completed for a fixed fee of \$17,950.		
Special Terms and Conditions: All of the terms and conditions of the City Engineering Services Agreement between the City of Lindsay and QK dated February 23, 2021, are incorporated by reference as if fully set forth herein.		
Invoicing Requirements: <ul style="list-style-type: none"> ▪ Payment Terms: Net 30 Days ▪ Contract Type: <input type="checkbox"/> Time & Materials: _____ <input checked="" type="checkbox"/> Fixed Fee <u>\$17,950 (Tasks 1.0 - 3.0)</u> ▪ Invoice Frequency: Monthly 		
QK By: _____ Signature Name: <u>Amber Aguayo</u> Title: <u>CFO/COO</u> Date: _____	City of Lindsay By: _____ Signature Name: <u>Neyba Amezcua</u> Title: <u>Director of City Services and Planning</u> Date: _____	

Attachment A

Scope of Services and Fee Estimate

BACKGROUND

The Sequoia Basin stormwater retention pond comprises approximately 5.4 acres of land located southwest of Roosevelt Elementary School and directly west of the intersection of Ono City Parkway and Sequoia Avenue, in the City of Lindsay, California. Over several years the low-lying site was used for local stormwater retention, with survey and improvements based on the 2007-2008 "Mission Estates" Retention Reservoir Plan design prepared by Roberts Engineering, Porterville. The 2008 project provided a map of the basin and proposed improvements, including the addition of storm manhole and piping, to better facilitate drainage and runoff retention from nearby areas and developments.

The City of Lindsay (City) desires an evaluation of the existing basin capacity and performance, given ongoing development in the area and drainage performance during recent storm events. This proposal provides surveying and engineering services as necessary to evaluate existing capacity, design and performance of the basin and area drainage. Following evaluation, if required, QK can propose design improvements, alternatives and recommendations for basin expansion and increased retention.

PROJECT UNDERSTANDING

The project entails an evaluation of the basin and nearby areas to determine basin performance and extent of runoff collection and retention that the basin provides. Results and recommendations will be provided to the City based on the evaluation. If necessary, QK can prepare plans, specifications, and estimate (PS&E) submittals for basin improvement under a separate scope and fee.

QK understands that the existing topographic data for the basin is outdated, and the City has requested a current topographic survey of the basin and surrounding elevations. QK will conduct a topographic survey identifying the extents and elevation of the basin, including base, side slopes, low-lying areas within the basin and surrounding grade elevations. The survey information will be used to prepare a current topographic map to establish the existing basin topography and retention capacity. The survey will include gathering the inverts and line sizing for the nearby area storm drainage infrastructure adjacent to and connected to the basin.

The new topographic survey information will be used along with precipitation data and land use information to evaluate the performance of the basin and prepare a drainage summary report and recommendations.

The services summarized herein include:

- Task 1.0 Project Management
- Task 2.0 Topographic Survey
- Task 3.0 Basin Evaluation and Drainage Study Report

APPROACH/SCOPE OF SERVICES

TASK 1.0 PROJECT MANAGEMENT

QK will provide project management services including:

- Managing surveying and engineering tasks and tracking time and budget, work elements accomplished, work items and staffing needs. QK will prepare project progress reports to update the City on the status of the project including updates of technical progress, schedule, and budget issues.
- Communicating, interacting, and coordinating with the City for the efficient and effective completion of project activities and deliverables.

- The project will be launched with a kickoff meeting between City staff, the QK project manager, and the QK lead engineer. The following objectives will be accomplished at this meeting:
 - Confirm project objectives and scope
 - Schedule project milestones

Deliverables:

- Monthly project management, cost, and schedule control reports in PDF format.
- Kickoff meeting minutes in PDF format.

TASK 2.0 TOPOGRAPHIC SURVEY

QK will perform topographic surveying services, to prepare a current base map of the basin and location, delineate the size and extent of the basin and confirm existing survey data. Data collection will include storm piping and drain inlets adjacent to and connected to the basin to confirm elevation, sizing, location and inverts.

The topographic survey will delineate and confirm the depth of the existing Sequoia Basin. The toe-line, bottom, and low-lying areas of the basin will be reviewed against old survey data and revised with the base map. The survey will also include verification of line sizing of the existing storm trunk line near the basin, noting and confirming data against previous results. In addition, surficial shots of the adjacent surrounding area and nearby catch basins and drain inlets and checking inverts of storm gravity mains will be performed. In summary, the survey will be used to:

- Confirm the location and condition of local Benchmark.
- Verify basin extent and depth, including top and base elevations, toe-line, and low-lying areas within the basin. It should be noted that if water is present or obstructing survey access, it will either need to be pumped out and the basin cleared (by others), or use of special sounding equipment may be required to survey the bottom of the basin, which would be performed as an additional service on a time and materials basis.(QK will provide a separate estimated fee for this work to the City for approval if the work is required.)
- Collect topographic data on fence line and surrounding grade elevations near the basin and adjacent areas.
- Collect topographic data on the alignment, sizing, and invert elevations of existing storm drainage infrastructure (piping and manholes) near the basin (4 or 5 locations).

The survey scope includes generating a current CAD file in accordance with QK’s base map preparation and CAD standards. The survey data will be reduced, post-processed and prepared for drafting. The base map will be prepared in AutoCAD Civil 3D 2022 format at a scale suitable for use by the design team.

Deliverable:

- Topographic Base Map in PDF format

Additional surveying services, if required, will be billed on a Time and Materials (T&M) basis.

TASK 3.0 BASIN EVALUATION AND DRAINAGE STUDY REPORT

Based on the topographic survey, QK will evaluate the Sequoia Basin performance and drainage from nearby contributing areas and prepare a Drainage Basin Study report for the City. The evaluation will include analysis of basin size and capacity, including approximate high-water level and freeboard, along with performance of the existing drainage facilities based on a 10-year or similar design storm. QK will prepare storm water runoff calculations using the rational method based on nearby land use and will include these results with the report.

The report will be prepared incorporating the pertinent project description, details of the evaluation and analysis, recommended improvements and conclusions along with any necessary supporting attachments.

Deliverable:

- Drainage Basin Study report in PDF format

SCHEDULE

The following schedule should be considered a draft and can be modified if needed to meet City needs and/or construction requirements.

Task	Description	Duration
1.0	Project Management	30 working days
2.0	Topographic Survey	10 working days
3.0	Basin Evaluation and Drainage Study Report	20 working days
Total Duration		30 working days

FEE ESTIMATE

Task	Description	Fee Type	Fee Amount
1.0	Project Management	Fixed Fee	\$1,200
2.0	Topographic Survey	Fixed Fee	\$7,850
3.0	Basin Evaluation and Drainage Study Report	Fixed Fee	\$8,900
Total Fee			\$17,950

Notes:

1. Expenses for reproduction, mailing, mileage, etc. are included in the fixed fee above and billed per our attached Charge Rate Schedule.
2. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
3. Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.
4. Fees for field surveying activities are subject to the payment of Prevailing Wages for Tulare County.

EXCLUSIONS AND ASSUMPTIONS

The following services are excluded from this proposal:

- Geotechnical services
- Drainage Study except as specifically described in this proposal
- Title Reports, legal descriptions, and/or right of way services
- Right of Way acquisition services, legal descriptions, or exhibits
- Any other services not specifically described in this proposal

AUTHORIZATION OF SERVICES

In order to authorize services described herein, please sign the attached Task Order and send it back to us. Typically, we can begin our services within 5 business days of the time authorization is received depending on client need and schedule constraints.



STAFF REPORT

TO: Lindsay City Council
FROM: Rick Carrillo, Director of Public Safety
DEPARTMENT: Public Safety
ITEM NO.: 11.1
MEETING DATE: April 25, 2023

ACTION & RECOMMENDATION

Consider Approval of Job Description for the Reserve Firefighter Job Position.

BACKGROUND | ANALYSIS

Pending City Council approval, the Department of Public Safety intends on establishing a Reserve Firefighter Program and recruiting Reserve Firefighters. The successful implementation of a Reserve Firefighter Program offers many benefits such as an increase in staffing and potential development of future Firefighters, all at little to no cost to the City. Having increased staffing will allow for the department's Fire Staff to operate as a multi-personnel shift, boosts team morale, allows for added Officer safety, and allow the department to better serve the community. Although a Reserve Firefighter can only operate under the immediate supervision of Full-time Fire Personnel, there are many duties that a Reserve Firefighter can perform on their own, thus allowing Full-time Staff to focus their efforts elsewhere and increase the departments efficiency. In many cases, the Reserve Firefighter will supplement the duties of the Full-time Staff member. The second component of the program is to develop Staff from within, who will ultimately be able to cover shifts due to injuries, vacations, or emergencies. Also considered as a part of the development of this program is succession planning. If a Full-time position becomes available, this program would allow for a seamless transition in filling the vacancy.

FISCAL IMPACT

Each Reserve Firefighter will be offered a \$50 stipend per pay period or \$1,300 per year, which would cover the cost of uniform and equipment maintenance. When called in for special assignments or emergencies, the Reserve Firefighter will earn the State Minimum Wage, currently \$15.50 per hour. These costs would be sourced from 101-GENERAL FUND PUBLIC SAFETY.

ATTACHMENTS

- Reserve Firefighter Job Description
- Reserve Firefighter Policy



City of Lindsay Job Description Reserve Firefighter

Class Title:	Reserve Firefighter	Salary:	\$50/pay period
Department:	Public Safety		\$15.50 per hour when called-in
Location:	185 N. Gale Hill Ave. Lindsay, CA. 93247	Step Range:	None
Date:	04/25/2023	Status:	Volunteer
		Union:	None

GENERAL PURPOSE:

Under supervision, the Reserve Firefighter can respond, as a ride-along imbedded with regular suppression personnel, to all types of fires, emergency medical responses, hazardous materials releases, rescue requests, and other calls in the protection of life, property, and the environment; operates vehicles and equipment for which they are licensed to operate; participates in public education events, physical fitness, and career development programs; and performs other duties as required. Reserve Officers shall not have a vested right of employment and will have “*at will*” status.

SUPERVISION RECEIVED:

Receives specific directions from assigned supervisor or manager and may coordinate work with Police personnel, Volunteers, and peer Reserves with approval from their supervisor. May at any time be temporarily supervised by Police Officers / Supervisors as needed to effect Department operations.

SUPERVISION EXERCISED:

May supervise juveniles and adults assigned to perform community services as well as peer Reserves or Volunteers as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *(include but are not limited to the following)*

- Participates in non-emergency station activities, station and apparatus maintenance.
- Responds to the scenes of emergency calls as an extra member of an operational crew.
- Performs skills from basic observation to skilled tasks as appropriate.
- Safely operates the department vehicles in which they are licensed and trained.
- Participates in public education demonstrations and activities.
- Provides supplemental staffing to the department.

PERIPHERAL DUTIES:

- Assists in maintaining departmental equipment, supplies and facilities.
- May work various shifts to handle difficult and emergency situations.
- May be called to respond to fire calls at any time during assigned shifts or while off-duty.

MINIMUM QUALIFICATIONS:

- Must be 18 years or older at the time of employment.
- Must be a U.S. Citizen or lawful resident.
- Must possess a high school diploma, G.E.D equivalency or high school proficiency certificate.
- Must possess and maintain a valid California driver's license, as a condition of employment.
- Must possess a Firefighter I certificate and be CPR Certified.



City of Lindsay Job Description Reserve Firefighter

- Must meet and pass the same pre-employment procedures as a full-time Fire Employee.
- Must maintain a positive attitude.
- Must demonstrate a willingness to learn and ability to follow instructions.
- Must understand and demonstrate the ability to work within the chain of command.
- Must be willing and have the ability to work such hours as are necessary to accomplish the mission.

Education and Experience:

- Experience in customer service is desired.
- Ability to communicate in Spanish is desired.
- Associate of Science Degree or advanced education in Fire Science is desired.
- California Driver's License Firefighter Endorsement is desired.

Necessary Knowledge, Skills and Abilities:

- Knowledge of fire department operations, such as rescue, ICS, fire protection equipment and systems, fire behavior, hazardous materials.
- Emergency medical procedures and techniques from EMR basic first aid to EMT.
- Local geographical response factors.
- Correct English grammar, spelling and punctuation.
- Basic mathematics.
- Safety practices and procedures.
- Ability to follow verbal and written instructions.
- Ability to react quickly and calmly in emergencies for safe and efficient operations.
- Ability to perform emergency medical techniques and procedures, appropriate for the participant's level of training.
- Ability to positively and effectively relate to those contacted in the course of work.
- Ability to operate, maintain and inspect vehicles, apparatus and equipment.
- Ability to maintain accurate records.

TOOLS AND EQUIPMENT USED:

- Emergency medical aid unit
- Fire apparatus including ladder truck, fire pumps, hoses and nozzles.
- All other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

PHYSICAL DEMANDS:

- Work is performed primarily outdoors with exposure to inclement weather and varying temperatures and indoors in an office environment.
- Required to sit, stand or walk for extended periods.
- Required to hear and speak to exchange information in person or on the telephone or radio.
- Required to communicate well verbally and in writing.
- Required to operate department vehicles.



City of Lindsay Job Description Reserve Firefighter

- May be required to travel to and from meetings, on-site visits to various locations and interact with a variety of people.
- May be required to perform public speaking.
- May be required to bend, stoop, kneel, crawl and crouch.
- May occasionally lift and/or move up to 180 pounds.
- Maintain bodily mobility to make rapid transitions from rest to near maximal exertion without warm-up periods.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Reserve Firefighters work at various heights, in confined spaces, at temperature extremes, around crowds, with loud noises, with limited visibility. While performing the duties of this position, the Reserve Firefighter is frequently required to use hands and fingers to handle or feel objects, tools or controls. The Reserve Firefighter is occasionally required to stand, walk, sit or reach with hands and arms, climb or balance, stoop, kneel, crouch, crawl, jog or run. The Reserve Firefighter must have the ability to drive a vehicle, operate a personal computer, read small print on documents and maps, hear and speak well enough to communicate over the telephone, radio, and in person. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

SELECTION GUIDELINES & APPLICATION PROCESS:

Formal employment application must be submitted, rating of education and experience; oral interview and reference check; job related tests may be required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

BENEFITS:

No benefits are offered for the Reserve Firefighter position.

Reserve Firefighter

1310.1 GENERAL PURPOSE AND SCOPE

The Reserve Firefighter position protects life and property by operating in a firefighting and rescue capacity at various emergencies; such as fires, technical rescues, medical emergencies, hazardous material releases, disaster operations, and any other emergency that presents risk to the public. This is a non-exempt position and operates under the supervision of the Operations Lieutenant, Fire Lieutenant, Fire Apparatus Engineer, Incident Commander, or other designee of the Director of Public Safety.

1310.2 SELECTION AND APPOINTMENT OF RESERVE FIREFIGHTER

The Lindsay Department of Public Safety shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this department.

1310.2.1 PROCEDURE

All applicants shall be required to meet and pass the same pre-employment procedures as regular full-time fire personnel before appointment.

1310.2.2 APPOINTMENT

Applicants who are selected for appointment as a Reserve Firefighter shall, on the recommendation of the Director of Public Safety, be sworn in by the Director of Public Safety and take a loyalty oath to observe and obey all the laws of the land and to carry out their duties to the best of their ability.

1310.3 COMPENSATION FOR RESERVE FIREFIGHTERS

All reserve firefighters are issued one set of uniforms and all designated safety attire and safety equipment. All active reserve firefighters shall also receive a stipend of \$100 per month for maintaining their minimum required hours and certification. When called into service by the Director of Public Safety or his designee, the reserve firefighter will receive hourly compensation at a rate determined in the current City of Lindsay Salary Matrix. All property issued to the reserve officer shall be returned to the Department upon termination or resignation. Reserves in need of new equipment and or uniforms shall contact the Fire Operations Lieutenant who will make the necessary arrangements.

Lindsay Department of Public Safety

Policy Manual

1310.4 RESERVE FIREFIGHTER ASSIGNMENTS

All reserve fire personnel will be assigned to duties by the Fire Operations Lieutenant or his/her designee. Reserve firefighters are required to work a minimum of 24 hours per month.

1310.5 RESERVE COORDINATOR

The Director of Public Safety shall delegate the responsibility for administering the Reserve Firefighter Safety Program to a Reserve Coordinator.

The reserve coordinator shall have the responsibility of, but not be limited to:

- (a) Assignment of reserve personnel
- (b) Conducting reserve meetings
- (c) Establishing and maintaining a reserve call-out roster
- (d) Maintaining and ensuring performance evaluations are completed.
- (e) Monitoring individual reserve firefighter performance
- (f) Monitoring the overall reserve program
- (g) Maintaining liaison with other agency reserve coordinators.

1310.6 TRAINING PROGRAM

The Fire Reserve Coordinator shall be responsible for the overall training of Reserve Firefighters. Each new reserve will be issued a task book and will be responsible for demonstrating the included skills validation.

1310.7 SUPERVISION OF RESERVE FIREFIGHTER

Reserve firefighters will be supervised by qualified full-time fire personnel or a designee of the Director of Public Safety. Reserve Firefighters who have successfully completed the department training program and are certified to act in a Fire Apparatus Engineer capacity may act in a solo capacity, if directed to do so by the Director of Public Safety or his/her designee.

1310.8 RESERVE FIREFIGHTER REQUIREMENTS

Firefighter License/Certification Requirements:

- Successfully complete the California State Fire Fighter academy or possess a valid California State Fire Marshal Fire Fighter 1 certificate.
- Valid Driver's license with a safe driving record
- California State and local EMT certification
- Current CPAT certificate at time of application
- NIMS ICS 100/200/700/800

Lindsay Department of Public Safety

Policy Manual

Requirements to act as an Engineer:

- California State Fire Marshall Driver Operator 1A / 1B
- California State Fire Marshall Firefighter II or higher
- California State Driver's License with Fire Fighter Endorsement
- Completed Acting Engineer Task Book
- At least one year of previous service as a reserve firefighter in addition to one year as an engineer trainee

1310.9 DUTIES OF RESERVE FIREFIGHTERS

Reserve firefighters assist regular fire personnel in the day-to-day operations of the fire department. This includes fire suppression activities as well as fire inspections and other assigned duties.

Reserve Fire Engineers may be responsible for covering a fire shift as an acting fire apparatus engineer, as directed by the Operations Lieutenant. Any reserve acting in this capacity must meet all qualifications for the engineer position and will be responsible for the primary response for all fire-related traffic within the city.

1310.10 POLICY COMPLIANCE

Reserve firefighters shall be required to adhere to all departmental policies and procedures. A copy of the policies and procedures will be made available to each reserve officer upon appointment, and he/she shall become thoroughly familiar with these policies.

Whenever a rule, regulation, or guideline in this manual refers to a sworn regular full-time firefighter, it shall also apply to a reserve fire-fighter unless by its nature it is inapplicable.

1310.11 RESERVE FIREFIGHTER MEETINGS

All reserve firefighter meetings will be scheduled and conducted by the Reserve Coordinator. All reserve firefighters are required to attend scheduled meetings. Any absences must be satisfactorily explained to the Reserve Coordinator.

1310.12 UNIFORM

Reserve firefighters shall conform to all uniform regulations and appearance standards of this department.

1310.13 INVESTIGATIONS AND COMPLAINTS

If a reserve firefighter has a complaint made against him/her or becomes involved in an internal investigation, that complaint or internal investigation may be investigated by the Reserve Coordinator, as the discretion of the Public Safety Operations Lieutenant.

1310.14 RESERVE FIREFIGHTER EVALUATIONS

While in training, reserves will be continuously evaluated using standardized daily and weekly observation reports. The reserve will be considered a trainee until all of the task book skills have been successfully completed.

1310.15 EMERGENCY CALL-OUT FOR RESERVE FIREFIGHTER PERSONNEL

The Reserve Coordinator shall develop a plan outlining an emergency call-out procedure for reserve personnel.



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Director of City Services & Planning
DEPARTMENT: City Services and Planning
ITEM NO.: 11.2
MEETING DATE: April 25, 2023

ACTION & RECOMMENDATION

Consider the Rejection of Bids Received in Response to the Olive Bowl/Kaku Park Expansion Request for Bids (RFBs) and Authorize Staff to Re-Bid.

Staff recommends that the City Council reject all of the Bids received and authorize Staff to re-bid the project.

BACKGROUND | ANALYSIS

Per our procurement policy, this RFB followed the formal bidding procedures as follows:

1. Staff released the Request for Bids (RFB) on March 03, 2023, via email to four Builders Exchanges. These Builders Exchanges include Tulare-Kings Co, CEN-CAL Construction, ISQFT Construction Content and Construct Connect.
2. The “Notice of Inviting Bids” for this RFB was duly noticed and published in the Porterville Recorder on February 28, 2023 as well as advertised on the City of Lindsay’s website on March 03, 2023.

There was a total of two (2) RFBs received and acknowledged by the City. The bidders are as shown below.

No.	Contractor	Total Base Bid Amount	Total Alternate Bid Amount	Total Base + Alternate Bid Amount
1	JT2 Inc. dba Todd Companies	\$11,083,265.71	\$586,482.46	\$11,669,748.17
2	American Paving Co.	\$13,616,232.65	\$570,652.90	\$14,186,885.55

Engineer’s Opinion of Probable Costs: \$8,633,802.42

Staff recommends that the City Council reject all of the Bids received as the lowest base bid exceeds the budgeted amount by 33%.

Staff will proceed with the following options.

- Coordinate with Caltrans (Clean California Division) and the Department of Parks and Recreation.
- Bid the items below as an alternate bid item:
 - Skatepark
 - Bathroom Building Located At North Side of Park
 - Safety Netting
 - Separate Lighting Per Baseball/Softball Fields
 - Walkway Lighting
- Meet with the Architect/Design Consultant team to value engineer the project scope and the areas below:
 - Mobilization/Demobilization
 - Excavation and Grading
 - Site Utilities (Storm Drain, Drain Inlets, PVC Pipe)
 - Paving/Concrete
 - Ballfield Amenities (Backstop, Turf)
 - Site Amenities (Shade Structures, Picnic Tables, Trash Enclosures, Trash Receptacles)
 - Irrigation
 - Skatepark

FISCAL IMPACT

Proposition 68: \$3,670,437.00

Clean California Local Grant Program: \$4,650,920.00

Total Budget: \$8,321,357.00

ATTACHMENTS

- Abstract of Bid Proposals Received

OLIVE BOWL/KAKU PARK EXPANSION - ABSTRACT
 BID OPENING: APRIL 18, 2023 AT 2:00 PM

BASE BID SCHEDULE				JT2 Inc. dba Todd Companies License No.: 788798		American Paving Co License No.: 181430	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization and Cleanup	1	LS	\$ 422,539.20	\$ 422,539.20	\$ 1,300,000.00	\$ 1,300,000.00
2. Demolition							
2A	Clear And Grub Softscape	352,456	SF	\$ 0.15	\$ 52,868.40	\$ 0.10	\$ 35,245.60
2B	Existing Trees	33	EA	\$ 818.15	\$ 26,998.95	\$ 1,300.00	\$ 42,900.00
2C	Existing Hardscape	1	LS	\$ 10,449.00	\$ 10,449.00	\$ 9,000.00	\$ 9,000.00
2D	Existing Playground (Equipment, Footings And Surfacing)	1	LS	\$ 5,249.88	\$ 5,249.88	\$ 16,000.00	\$ 16,000.00
2E	Existing Electrical Poles	1	LS	\$ 21,534.12	\$ 21,534.12	\$ 10,000.00	\$ 10,000.00
2F	Existing Perimeter Fencing	1	LS	\$ 13,539.96	\$ 13,539.96	\$ 14,000.00	\$ 14,000.00
2G	Misc. Demo Items Needed To Construct All Improvements.	1	LS	\$ 2,160.00	\$ 2,160.00	\$ 41,000.00	\$ 41,000.00
2H	Existing Ballfields And Structures (All Fencing, Gates, Dugouts, Backstops, Bleachers, Concrete, Building, Footings Etc.)	1	LS	\$ 16,998.12	\$ 16,998.12	\$ 7,000.00	\$ 7,000.00
3. Earthwork/Grading							
3A	Excavation & Grading	5,000	CY	\$ 30.86	\$ 154,300.00	\$ 80.00	\$ 400,000.00
3B	Export	2,800	CY	\$ 31.30	\$ 87,640.00	\$ 0.10	\$ 280.00
3C	Construct Subgrade, Fine Grade And Soil Preparation For Ball Fields	165,854	SF	\$ 0.18	\$ 29,853.72	\$ 2.20	\$ 364,878.80
3D	Construction Staking And Surveying	1	LS	\$ 42,120.00	\$ 42,120.00	\$ 80,000.00	\$ 80,000.00
3E	Erosion and Sedimentation Control	1	LS	\$ 918.00	\$ 918.00	\$ 20,000.00	\$ 20,000.00
3F	SWPPP Preparation And Implementation	1	LS	\$ 13,068.00	\$ 13,068.00	\$ 30,000.00	\$ 30,000.00
4. Site Electrical							
4A	Field #1, #2, #3 & Skate Park LED Lighting	1	LS	\$ 1,012,137.12	\$ 1,012,137.12	\$ 1,000,000.00	\$ 1,000,000.00
4B	Walkway - LED Lights	1	LS	\$ 779,581.08	\$ 779,581.08	\$ 690,000.00	\$ 690,000.00
4C	Parking Lot - LED Lights	1	LS	\$ 61,391.52	\$ 61,391.52	\$ 62,000.00	\$ 62,000.00
4D	Power For The Booster Pump And Irrigation Controllers	1	LS	\$ 20,808.36	\$ 20,808.36	\$ 21,000.00	\$ 21,000.00
4E	Security/Surveillance System	1	LS	\$ 139,295.16	\$ 139,295.16	\$ 142,000.00	\$ 142,000.00
4F	Switchboard C And Power For The Concession/Restroom Building	1	LS	\$ 69,723.72	\$ 69,723.72	\$ 71,000.00	\$ 71,000.00
4G	Power For The Existing Restroom Building And Other Loads To Remain	1	LS	\$ 25,566.84	\$ 25,566.84	\$ 26,000.00	\$ 26,000.00
4H	Main Switchboard MSA/MSB	1	LS	\$ 216,238.68	\$ 216,238.68	\$ 215,000.00	\$ 215,000.00
4I	Switchboard B And Power For The New Restroom Building	1	LS	\$ 111,101.76	\$ 111,101.76	\$ 113,000.00	\$ 113,000.00
4J	Primary And Secondary Service Conduits	1	LS	\$ 16,182.72	\$ 16,182.72	\$ 16,000.00	\$ 16,000.00
4K	Telephone Service Conduit	1	LS	\$ 4,293.00	\$ 4,293.00	\$ 4,500.00	\$ 4,500.00
4L	Backstop Receptacles	1	LS	\$ 19,461.60	\$ 19,461.60	\$ 19,000.00	\$ 19,000.00
4M	Electrical Demolition	1	LS	\$ 3,283.20	\$ 3,283.20	\$ 3,300.00	\$ 3,300.00
4N	SCE Underground Coordination & Installation of Conduits & Manhole (Per SCE Plans)	1	LS	\$ 60,737.04	\$ 60,737.04	\$ 62,000.00	\$ 62,000.00
5. Site Utilities							
5A	Storm Drain HDPE (4"-18")	1,345	LF	\$ 72.27	\$ 97,203.15	\$ 112.00	\$ 150,640.00
5B	18"x18" Drop Inlet	4	EA	\$ 8,370.00	\$ 33,480.00	\$ 5,300.00	\$ 21,200.00
5C	12"x12" Drop Inlet	4	EA	\$ 7,290.00	\$ 29,160.00	\$ 3,200.00	\$ 12,800.00
5D	Storm Drain Manhole	3	EA	\$ 12,240.00	\$ 36,720.00	\$ 5,300.00	\$ 15,900.00
5E	Sewer PVC Pipe (4")	95	LF	\$ 522.95	\$ 49,680.25	\$ 220.00	\$ 20,900.00
5F	Domestic Water Pipe (2")	67	LF	\$ 322.39	\$ 21,600.13	\$ 86.00	\$ 5,762.00
5G	Curb Inlet	1	EA	\$ 9,720.00	\$ 9,720.00	\$ 3,200.00	\$ 3,200.00
5H	Sidewalk Underdrain	6	EA	\$ 1,440.00	\$ 8,640.00	\$ 600.00	\$ 3,600.00
5I	Cleanout	1	EA	\$ 1,080.00	\$ 1,080.00	\$ 1,100.00	\$ 1,100.00
6. Paving/Concrete							
6A	Concrete Paving 4", Natural Grey, Broom Finish	64,130	SF	\$ 12.76	\$ 818,298.80	\$ 10.25	\$ 657,332.50
6B	Concrete Paving 7" At Vehicular Area, Natural Grey, Broom Finish	5,140	SF	\$ 20.71	\$ 106,449.40	\$ 13.50	\$ 69,390.00
6C	Asphalt Concrete Paving, 3" Over 6" AB	18,860	SF	\$ 8.25	\$ 155,995.00	\$ 5.80	\$ 109,388.00
6D	Stabilized Decomposed Granite	31,544	SF	\$ 5.19	\$ 163,713.36	\$ 7.60	\$ 239,734.40
6E	6" Concrete Curb	1,270	LF	\$ 42.31	\$ 53,733.70	\$ 21.00	\$ 26,670.00
6F	6" Concrete Mow Curb	232	LF	\$ 142.45	\$ 33,048.40	\$ 11.00	\$ 2,552.00
6G	Play Area Curb	450	LF	\$ 59.57	\$ 26,806.50	\$ 36.00	\$ 16,200.00
7. Ballfields							
7A	Foul Ball Poles, 30'-0" High @ At Field #1	2	EA	\$ 12,933.00	\$ 25,866.00	\$ 11,600.00	\$ 23,200.00
7B	Safety Net 30' High	1,737	LF	\$ 489.93	\$ 851,008.41	\$ 700.00	\$ 1,215,900.00
7C	Aluminum Spectator Bleachers (4-Row, 27' Long) @ Field #1	2	EA	\$ 10,800.00	\$ 21,600.00	\$ 8,700.00	\$ 17,400.00
7D	Aluminum Spectator Bleachers (3-Row, 21' Long)	4	EA	\$ 4,050.00	\$ 16,200.00	\$ 4,800.00	\$ 19,200.00
7E	Aluminum Spectator Bleachers (3-Row, 15' Long)	1	EA	\$ 5,400.00	\$ 5,400.00	\$ 4,200.00	\$ 4,200.00
7F	Electronic Scoreboard @ Field #1	1	EA	\$ 35,694.00	\$ 35,694.00	\$ 38,000.00	\$ 38,000.00
7G	Electronic Scoreboards @ Field #2 & #3	2	EA	\$ 12,744.00	\$ 25,488.00	\$ 38,000.00	\$ 76,000.00
Dugouts Amenities							
7H	Bat Rack	6	EA	\$ 499.50	\$ 2,997.00	\$ 1,000.00	\$ 6,000.00
7I	Aluminum Players Bench (7'-6" Long; 3 Per Dugout)	18	EA	\$ 858.00	\$ 15,444.00	\$ 950.00	\$ 17,100.00
7J	All Ballfield Equipment	1	LS	\$ 112,215.24	\$ 112,215.24	\$ 70,000.00	\$ 70,000.00
Backstops, Fences And Gates							
7K	Field #1 - 30' H Chainlink Backstop W/ 8' Overhang	1	EA	\$ 105,840.00	\$ 105,840.00	\$ 159,000.00	\$ 159,000.00
7L	2" X 10" Plastic Lumber @ Field #1 30' Back Stop, Fields #2 And #3 20' Backstops.	327	LF	\$ 320.76	\$ 104,888.52	\$ 380.00	\$ 124,260.00
7M	Field #2 And #3 - 20' Back Stop	2	EA	\$ 89,640.00	\$ 179,280.00	\$ 153,000.00	\$ 306,000.00
7N	8' High Chainlink Fencing @ Field #1 Side Lines And Outfield	1,000	LF	\$ 59.40	\$ 59,400.00	\$ 98.00	\$ 98,000.00
7O	8' High Chainlink Fencing @ Field #1 Bull Pens And Dugouts	289	LF	\$ 199.80	\$ 57,742.20	\$ 330.00	\$ 95,370.00
7P	8' High Chainlink Fencing @ Fields #2 And #3 Side Lines And Outfield	1,277	LF	\$ 59.40	\$ 75,853.80	\$ 100.00	\$ 127,700.00
7Q	8' High Chainlink Fencing @ Field #2 And #3 Bull Pens, Dugouts, And Batting Cage	540	LF	\$ 243.00	\$ 131,220.00	\$ 440.00	\$ 237,600.00
7R	(8'H X 4'W) Chainlink Gates, Single	23	EA	\$ 864.00	\$ 19,872.00	\$ 4,400.00	\$ 101,200.00
7S	(8'H X 8'W) Chainlink Gates, Double	4	EA	\$ 1,620.00	\$ 6,480.00	\$ 6,200.00	\$ 24,800.00
7T	(8'H X 12'W) Chainlink Gates, Double	6	EA	\$ 2,376.00	\$ 14,256.00	\$ 6,500.00	\$ 39,000.00
Site Sports Surfaces							
7U	Decomposed Granite, Infield Mix @ Fields #1, #2 And #3, Bullpens And Batting Cage	52,000	SF	\$ 1.89	\$ 98,280.00	\$ 6.70	\$ 348,400.00
7V	Turf (Seed Ballfield)	114,124	SF	\$ 1.58	\$ 180,315.92	\$ 1.00	\$ 114,124.00
7W	9" Concrete Mow Curb At Fencing In Turf Areas	1,733	LF	\$ 59.82	\$ 103,668.06	\$ 16.70	\$ 28,941.10
8. Site Amenities							
8A	Drinking Fountains	2	EA	\$ 18,900.00	\$ 37,800.00	\$ 10,700.00	\$ 21,400.00
8B	Trash Receptacles	20	EA	\$ 1,678.32	\$ 33,566.40	\$ 1,800.00	\$ 36,000.00
8C	Dog Waste Station	2	EA	\$ 1,309.50	\$ 2,619.00	\$ 1,100.00	\$ 2,200.00
8D	Picnic Table ADA 8' Long	12	EA	\$ 3,492.00	\$ 41,904.00	\$ 3,500.00	\$ 42,000.00
8E	Picnic Table Standard 6' Long	15	EA	\$ 3,150.00	\$ 47,250.00	\$ 3,000.00	\$ 45,000.00
8F	Barbecue With Prep Table	9	EA	\$ 3,555.00	\$ 31,995.00	\$ 3,500.00	\$ 31,500.00
8G	Concrete Seatwall @ Ballfield	19	LF	\$ 1,631.37	\$ 30,996.03	\$ 1,200.00	\$ 22,800.00
8H	Play Area #1 @ North End	1	LS	\$ 249,750.00	\$ 249,750.00	\$ 200,000.00	\$ 200,000.00
8I	Play Area #2 @ South End	1	LS	\$ 36,126.00	\$ 36,126.00	\$ 94,000.00	\$ 94,000.00
8J	Play Area #3 @ Ballfields	1	LS	\$ 46,283.40	\$ 46,283.40	\$ 41,000.00	\$ 41,000.00
8K	Play Area Rubberized Surfacing	8,055	SF	\$ 20.72	\$ 166,899.60	\$ 28.00	\$ 225,540.00
8L	Bike Rack	3	EA	\$ 943.20	\$ 2,829.60	\$ 600.00	\$ 1,800.00
8M	Park Bench	11	EA	\$ 2,342.13	\$ 25,763.43	\$ 2,500.00	\$ 27,500.00
8N	2-Bay Trash Enclosure	1	EA	\$ 46,029.60	\$ 46,029.60	\$ 32,000.00	\$ 32,000.00
8O	Surface Mounted Collapsible Bollards	6	EA	\$ 1,341.18	\$ 8,047.08	\$ 2,000.00	\$ 12,000.00
8P	Fitness Equipment (7 Pieces Total)	1	LS	\$ 17,399.88	\$ 17,399.88	\$ 22,000.00	\$ 22,000.00
8Q	10'x30' Cantilever Shade Structure Over Bleachers At Field #1	2	EA	\$ 29,160.00	\$ 58,320.00	\$ 28,000.00	\$ 56,000.00
8R	10'x22' Cantilever Shade Structure Over Bleachers At Fields #2 & #3	4	EA	\$ 22,680.00	\$ 90,720.00	\$ 25,000.00	\$ 100,000.00
8S	14'x36' Cantilever Shade Shelter At Skatepark	1	EA	\$ 39,282.84	\$ 39,282.84	\$ 32,000.00	\$ 32,000.00
8T	50' Flagpole	1	EA	\$ 11,166.12	\$ 11,166.12	\$ 20,000.00	\$ 20,000.00
8U	Permaloc Cleanline Aluminum Edging	444	LF	\$ 6.63	\$ 2,943.72	\$ 18.00	\$ 7,992.00
9. Fencing							
9A	4' High Tube Steel Fencing	690	LF	\$ 185.76	\$ 128,174.40	\$ 250.00	\$ 172,500.00
9B	6' High Chainlink Fencing	1,577	LF	\$ 48.60	\$ 76,642.20	\$ 58.00	\$ 91,466.00
9C	(6' H X 12' W) Chainlink Gates, Double	4	EA	\$ 2,160.00	\$ 8,640.00	\$ 4,400.00	\$ 17,600.00
10. Landscape, Planting, and Irrigation							
10A	24" and 36" Box Trees	116	EA	\$ 395.13	\$ 45,835.08	\$ 350.00	\$ 40,600.00
10B	Soil Preparation For Planting Areas	1,294	SF	\$ 0.30	\$ 388.20	\$ 22.00	\$ 28,468.00
10C	1 Gallon Shrubs	1,294	SF	\$ 16.62	\$ 21,506.28	\$ 17.00	\$ 21,998.00
10D	Soil Preparation For Turf (Passive Areas)	55,733	SF	\$ 0.30	\$ 16,719.90	\$ 1.00	\$ 55,733.00
10E	Turf (Seed) (Passive Areas)	55,733	SF	\$ 0.28	\$ 15,605.24	\$ 1.25	\$ 69,666.25
10F	All Irrigation	1	LS	\$ 486,208.44	\$ 486,208.44	\$ 500,000.00	\$ 500,000.00
10G	Maintenance And Plant Establishment Period	90	WD	\$ 156.00	\$ 14,040.00	\$ 240.00	\$ 21,600.00
11	Restroom/Concession/Storage Building	1	EA	\$ 709,527.60	\$ 709,527.60	\$ 697,000.00	\$ 697,000.00
12	Restroom Building	1	EA	\$ 312,246.36	\$ 312,246.36	\$ 306,000.00	\$ 306,000.00
13	Skatepark	1	LS	\$ 698,909.04	\$ 698,909.04	\$ 780,000.00	\$ 780,000.00
14	Signage (Grant Funding Notification)	1	LS	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00
15	Entry Monument	1	LS	\$ 30,115.80	\$ 30,115.80	\$ 28,000.00	\$ 28,000.00
16	Existing Olive Bowl Signage Relocation/Renovation	1	LS	\$ 89,910.00	\$ 89,910.00	\$ 160,000.00	\$ 160,000.00
17	Parking Lot Signage, Striping and Wheel Stops & ADA Ramp	1	LS	\$ 3,559.68	\$ 3,559.68	\$ 5,000.00	\$ 5,000.00
18	Existing Memorial Removal and Relocation	1	LS	\$ 4,050.00	\$ 4,050.00	\$ 10,000.00	\$ 10,000.00
19	Existing Shade Shelter Removal and Relocation	1	LS	\$ 35,272.80	\$ 35,272.80	\$ 70,000.00	\$ 70,000.00
20	Miscellaneous Items: Any Additional Items Not Contained On The Bid Schedule But Called For On Plans Or Specs And/Or Needed To Complete Work Necessary To Provide And Install All Listed Items To Be Included Under This LS Item. Contractor To Provide Separate Detailed List Of Any Item Included Under This Category	1	LS	\$ 18,846.00	\$ 18,846.00	\$ 1.00	\$ 1.00
Total Base Bid Schedule Amount					\$ 11,083,265.71		\$ 13,616,232.65
ALTERNATE BID SCHEDULE							